

DEMCO & JDEC

Power Supply Request for Proposals

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Introduction

Dixie Electric Membership Corporation (“DEMCO”) and Jefferson Davis Electric Cooperative, Inc. (“JDEC”), two electric cooperatives in Louisiana referred to herein as “Cooperatives” or “Cooperative,” have formed an informal alliance for the purpose of collectively seeking proposals for their respective individual long-term power supply needs and requirements. Together, they serve 117,000 residential, commercial, and industrial meters throughout their service territories. Their combined annual peak energy demand for 2019 is approximately 600 MW and combined annual energy purchases are 2,530,000 MWh. For over 80 years, DEMCO and JDEC have provided affordable and reliable electric service to serve their communities by serving member-owners in 12 Louisiana parishes.

DEMCO and JDEC are issuing this Request for Proposal (“RFP”) for their wholesale electric supply to serve their respective retail loads. The Cooperatives are currently receiving capacity and energy from long-term, all-requirements power supply agreements. DEMCO’s current power supply agreement with Cleco Power expires at midnight on March 31, 2024. JDEC’s current power supply agreement with Cleco Cajun expires at midnight on March 27, 2025. The Cooperatives are considering a range of power supply options in the form of full requirements, partial requirements, standard industry supply products such as blocks of power with varying or staggered term lengths, and direct off-take supply agreements from asset-based options such as renewable resources. In order to maximize the benefits of available market opportunities for their members, the Cooperatives are open to a combination of innovative solutions that may be a combination or portfolio of various supply products. These options of wholesale power supply, combined with their individual distributed energy resources (“DERs”), demand-side management (“DSM”) and energy efficiency (“EE”) programs, will provide for member electric needs and member engagement opportunities. Currently, the Cooperative’s DER, DSM, and EE programs are relatively small compared to the Cooperatives overall wholesale energy requirements and any future programs will be considered outside of this RFP. The Cooperatives desire for Suppliers to recognize and accommodate such future programs, but no definitive plans or quantities exist today.

DEMCO and JDEC are issuing this RFP in a collaborative effort to conduct the RFP pursuant to the Louisiana Public Service Commission (“LPSC”) General Order No. 10/29/2008, *In Re: Possible suspension of, or amendment to, the Commission’s General Order dated November 3 2006 (Market Based Mechanisms Order)* to make the process more efficient and to consider allowing the use of on-line auctions for competitive procurement (the “MBM Order”) and are not legally bound or joined in any manner that would require either cooperative to act together. DEMCO and JDEC each reserve the right to select their own Supplier(s) and sources of capacity and energy regardless of the choices or decisions of the other cooperative. While DEMCO and JDEC will each work towards individual contract(s), together they are aligned with similar goals and interests as outlined in this RFP and may collaborate as needed for commercial, legal, and cost reasons for the benefit of their members.

On behalf of the Cooperatives, EnerVision, Inc. (“EnerVision”) is issuing this RFP to solicit power supply proposals from Suppliers (Supplier(s) or Bidder(s)) for a significant portion of the respective Cooperative’s projected needs for electric capacity and energy (“Proposals”). EnerVision is an independent consulting services firm, based in Atlanta, GA, which is currently under contract with DEMCO and JDEC to administer the RFP process on their behalf. The RFP will be conducted in two (2) parts with the intent to provide a fair, transparent, and open process for Suppliers to offer their proposals for consideration. Part

One will focus on screening and identifying the limited set of proposals or combination of proposals that meet the requirements of the RFP and that are likely to provide the highest value to the Cooperatives. Part Two will enable the Cooperatives and the Suppliers short-listed from Part One to interact on a bilateral basis to revise and refine the proposals as necessary to the point of establishing an executable supply option. The conclusion of Part Two of the RFP process may result in the Cooperatives selecting and recommending one or more Power Purchase Agreements (“PPAs”) for authorization through the LPSC certification process. As wholesale power costs comprise 50-65% of the Cooperatives’ total costs to members, DEMCO and JDEC recognize the cost and time involved in responding to an RFP of this magnitude and are grateful for the effort placed into the response and commitment of resources.

Cooperative Buyers

DEMCO and JDEC exist to serve their member and are mandated by their respective bylaws and missions to provide safe, reliable, low-cost service to their members. These Cooperative goals are aligned with the MBM Order’s stated goal “to provide reliable service at the lowest reasonable cost, while allowing for the use of other public interest project selection criteria.”¹ The Cooperatives believe it is in the best interest of their members to conduct a competitive process as defined in this RFP in order to meet the growing needs of their members in a cost-effective manner. Wholesale power supply costs are the single largest expense incurred by the Cooperatives and represent 50-65% of total annual cooperative costs. The results of this RFP, if culminated in one or more power supply agreements, will have a real and tangible impact on the retail rates of the Cooperatives, and therefore, the costs experienced by their members and communities.

Dixie Electric Membership Corporation (DEMCO), Greenwell Springs, LA

DEMCO is a not-for-profit electric distribution cooperative corporation, headquartered in Greenwell Springs, Louisiana serving more than 110,000 residential, commercial, and industrial meters, with an annual peak of approximately 662 MW and retail loads totaling approximately 2,320,069,000 kWh annually. DEMCO service areas covers 7 parishes including Ascension, East Baton Rouge, East Feliciana, Livingston, St. Helena, Tangipahoa, and West Feliciana. DEMCO's integrated electric distribution system covers 2,500 square miles. DEMCO currently procures wholesale energy from Cleco Power through a Power Supply and Services Agreement (“PSSA”). The PSSA contract became effective on January 30, 2012 and will expire on March 31, 2024.

- DEMCO serves over 111,000-member accounts across 7 parishes.
- DEMCO’s 2019 annual peak was approximately 662 MW.
- DEMCO maintains and operates over 8,600 miles of distribution lines.
- DEMCO’s 2019 annual sales was approximately 2.3 billion kWh.
- DEMCO’s annual wholesale purchase power requirements are summarized in the following table.

DEMCO		2015	2016	2017	2018	2019
Purchase Power	MWh	2,272,117	2,255,069	2,149,385	2,305,267	2,238,907
Coincident Peak	MW	620.9	525.5	549.6	662.0	529.0

¹ See p.1 of the MBM Order.

Jefferson Davis Cooperative, Inc. (JDEC), Jennings, LA

JDEC is a not-for-profit electric distribution cooperative corporation, headquartered in Jennings, Louisiana serving more than 10,000 residential, commercial, and industrial meters, with an annual peak of approximately 74 MW and retail loads totaling approximately 273,000,000 kWh annually. JDEC services areas covers 5 parishes including Allen, Calcasieu, Cameron, Jefferson Davis, and Vermilion. JDEC procures wholesale energy from Cleco Cajun through a PSSA that became effective on March 27, 2000 and will expire on March 27, 2025.

- JDEC serves over 7,000 member accounts across 5 parishes.
- JDEC’s annual peak last year of approximately 68.1 MW.
- JDEC maintains and operates over 1,552 miles of distribution lines.
- JDEC’s annual sales approximate 273 million kWh.
- JDEC’s annual wholesale purchase power requirements are summarized in the following table.

JDEC		2015	2016	2017	2018	2019
Purchase Power	MWh	286,389	274,786	261,935	281,708	288,652
Coincident Peak	MW	71.5	56.0	63.6	74.4	68.1

Power Supply and Load Requirements Forecast

Pertinent information, including system energy history and forecasts, will be distributed to all parties who have registered and executed and delivered a Mutual Confidentiality and Non-Disclosure Agreement (“NDA”) with the Cooperatives (See Exhibit A for Supplier Registration and Exhibit B for Mutual Non-disclosure Agreement). If a Supplier does not complete an NDA with DEMCO and JDEC prior to the submission of initial proposals, then such proposal will be rejected. The Cooperatives forecast their respective energy requirements using a regression analysis based on a mix of historical data, hourly load shapes, weather patterns and member account data. As with any forecast many factors, both known and unknown, will ultimately influence the Cooperative’s actual energy requirements. Supplier’s should use their own knowledge and expertise when using the Cooperative’s energy forecasts and recognize the inherent uncertainties and variability associated with such forecasts. Existing renewable energy resource data from Southwestern Power Administration (“SWPA”), historical load, and load forecast data will be provided upon execution and delivery of the Non-Disclosure Agreement. In the event of an update to forecasts or other assumptions, bidders will be given the opportunity to revise their bids.

Applicable Laws and Regulations

DEMCO and JDEC are established as Louisiana Electric Cooperatives and are under the jurisdiction of the laws of the State of Louisiana and rules and regulations of the LPSC. DEMCO and JDEC are issuing this RFP and soliciting long-term power supply proposals as described in this RFP with the purpose and intent to meet compliance and follow LPSC General Order No. 9/20/83, In re: *In the Matter of the Expansion of Utility Power Plant; Proposed Certification of New Plant by the Louisiana Public Service Commission* (the “ 1983 General Order”) and associated MBM Order. The LPSC has recognized that the purpose of the

MBM process is to provide reliable service at the lowest reasonable cost, while allowing for the use of other public interest project selection criteria.

Based on the initial filing made with the LPSC on February 27, 2020 by the Cooperatives, the LPSC established LPSC Docket No. X-35500 for the Cooperatives' MBM process.

Suppliers intending to submit proposals in response to this RFP are encouraged to review applicable laws and regulations. Proposals that do not meet applicable laws, regulations, and/or existing LPSC Orders may be rejected.

Please note that 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. Neither JDEC, DEMCO, nor any affiliate thereof are proposing a self-build or self-supply option in this RFP; therefore, the RFP does not require supervision by an IM pursuant to the MBM Order.

MISO and Transmission

Both DEMCO and JDEC are Load Serving Entities ("LSE") operating within the Midcontinent Independent System Operator ("MISO"). The Cooperatives are thus subject to the rules and regulations defined by MISO. As LSEs, the Cooperatives 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. If a proposal requires the Cooperatives and/or other third party to fulfill a MISO requirement, then the proposal shall clearly define and express such as an exception.

The Cooperatives receive transmission service through the MISO's open access transmission as defined in the MISO Open Access Transmission Tariff. The Cooperative's prefer to receive energy delivered to their respective energy delivery points without exposure to transmission and delivery costs and risks, but will consider options that are not delivered, and in such case, will factor in the costs and risks associated with transmission and delivery costs and risks. The Cooperatives may request Supplier, if applicable, to assist with administration and payment of transmission services.

Request for Proposal (RFP)

This RFP is designed to engage wholesale electric suppliers to offer competitive proposals to supply all or a portion of the Cooperative's requirements for electric capacity, energy, ancillary services, and other energy services. As directed in the MBM Order, the purpose of the MBM Order is to provide reliable service at the lowest reasonable cost, while allowing for the use of other public interest project selection criteria. For purposes of responding to this RFP, DEMCO & JDEC are requesting proposals include at least one of five different product categories as described in the Scope of Supply section below. Suppliers may respond with proposals that include any combination of the various products and are encouraged to respond with viable proposals from multiple products in the event DEMCO and JDEC may choose multiple products and suppliers. Through this RFP approach, the Cooperatives will be able to assess a broad range

of potential alternatives and select the best option that satisfies the needs and requirements consistent with the MBM Order and other applicable rules and regulations.

On a date determined by the LPSC, JDEC, and DEMCO, LPSC Staff will conduct a Technical and Bidders' Conference (the "Technical Conference") for those Suppliers interested in providing bids. The primary purpose of the Technical Conference is to review the subject information filing and afford interested parties the opportunity to ask questions and make suggestions about said informational filing. Details of the Technical Conference will be posted prior to the date of the Technical Conference so that all interested parties can participate. Participation is not mandatory but encouraged. The Cooperatives will take all questions, comments, and suggestions obtained through the Technical Conference under advisement and into consideration when they file the final RFP documents with the LPSC.

The RFP will be managed in two primary stages defined as "Part 1" and "Part 2".

Part 1 will be managed to screen, evaluate, and identify the top value proposals that successfully address Part 1 pre-defined acceptance criteria and are likely to provide the desired value to DEMCO and JDEC.

Part 2 will be managed to engage Suppliers short-listed in Part 1 to refine and revise proposals with the intended purpose of finalizing a definitive set of real, supply options that address DEMCO and JDEC's Part 2 acceptance criteria needs and are most likely to provide the desired value to DEMCO and JDEC.

The Cooperatives intend to establish a power supply plan to create, protect, and enhance value for their members and will seek power supply options that achieve the following principles and decision factors:

- Low Cost – Ability of the selected supply plan to consistently achieve a low cost compared to the combination of market cost and reasonable hedge costs associated with market risk exposure.
- Competitiveness – Ability of the selected supply plan to result in a high likelihood of the Cooperative achieving a lower than average retail rate when compared with other retail rates.
- Stability – Ability of the selected supply plan to achieve a stable, reliable, and predictable outcome in cost with minimal exposure to unacceptable risk or unplanned events.
- Flexibility – Ability of the selected supply plan to access the lowest cost available supply, the ability to quickly adapt its power supply strategy based on changing market conditions and technology and maintaining control over supply decisions and options.
- Economic Value – Ability of the selected supply plan to support Cooperative initiatives, products, programs, and rates that are desired by the Cooperative's members.
- Robustness – Ability of the supply plan to respond to changes in factors effecting power costs, such as impacts to energy markets, economy, and other energy environments.

RFP Communications

RFP communications shall be managed by EnerVision on behalf of the Cooperatives according to this RFP. EnerVision shall maintain a website that contains the RFP, supporting documents, responses to questions and answers, and any amendments or changes that may be applicable.

EnerVision will post all questions submitted by Suppliers, as well as the Cooperatives' responses to such questions, on the RFP website (www.enervision-inc.com/demjefrpf). The objective in posting the questions and respective responses is to ensure that all Suppliers have equal access to non-confidential information that may be potentially relevant to their proposals.

An email list of Suppliers will be created through the Supplier Registration process that will only include Suppliers that have completed the registration process (see Exhibit A) for the purposes of this RFP. The email list will be used to communicate RFP updates, status, and other relevant information.

RFP Website: www.enervision-inc.com/demjefrpf

RFP Email Communications: DEMCO_JDEC_RFP@enervision-inc.com

RFP Part One (“Part One”)

Part One of the RFP is open to Suppliers (or Bidders) to respond according to the process described in this RFP to provide one or more proposals for wholesale energy supply. Suppliers shall submit Part One proposals consistent with the instructions and timing included in this RFP document. The intent of Part One is to screen and limit the number of Suppliers (or Bidders) and their associated proposals to a subset of Suppliers and Proposals that are most likely to meet the needs and requirements of the Cooperatives based upon pre-determined screening criteria. Proposals may be submitted and directed solely to DEMCO or JDEC, or DEMCO and JDEC combined. DEMCO and JDEC reserve the right to select a different set of suppliers and/or proposals during the Part One process according to their respective needs and requirements.

The Cooperatives will use a variation of the Kepner-Tregoe (K-T) Decision Analysis for the evaluation process. The K-T Method is a conscious, step-by-step approach for systematically solving problems, making decisions, and analyzing potential risks and opportunities. The Cooperatives started this process with the decision statement “to provide reliable service at the lowest reasonable cost.” The Cooperatives have established a set of requirements, or “Musts,” for initial screening of the proposals. The “Must” criteria are the minimum requirements outlined in the Proposal Requirements section below. Proposals submitted in Part One which satisfy the minimum requirements will then be evaluated on the “WANTS” criteria defined in the table below. The point ranking system will be based on evaluation of the proposals against the Part One criterion where each proposal will receive a total score based on sum of the product of weighting and points for each category. Proposals may receive 0 points within a category if the proposal is non-responsive or does not meet the requirements of the RFP. Final selection of Suppliers/Bidders from Part One will depend on the number of suppliers and proposals received as well as the type and mix of products evaluated and considered. The Cooperatives reserve the right to contact Suppliers to clarify proposal terms and/or request additional information. To that end, the Cooperatives may send written questions to the Suppliers that are seeking to clarify the proposal and help ensure that Cooperatives understand the proposal. The Suppliers must respond to the Cooperatives in writing with the intent to clarify and explain their proposal. The Supplier's response to the questions will be considered in the evaluation of the proposal.

The intent of the scoring for Part One is to assist with the decision on which combination of suppliers, proposals, and products are most likely to meet the needs and requirements of the Cooperatives with the desired value and economic attractiveness. The outline of Part One scorecard is below.

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Suppliers short-listed from Part One will be notified and requested to confirm their continued interest in participating in the RFP process through Part Two. Suppliers not selected from Part One will be notified and may be requested to hold their proposal open for consideration should something change during Part Two that results in an opening for a new Supplier.

Part One Scorecard

Category	Description	Points	Weighting
Value and Economic Attractiveness	Ability and likelihood of the proposed product or products to result in the desired value and low-cost of power required by the Cooperatives. Proposals providing products that provide the desired energy and capacity characteristics with the lowest expected cost and lowest expected exposure to unacceptable risk will receive the most points. Risk as used in this RFP is defined as the potential for future events or conditions to impact the expected outcome. Acceptable risk is uncertainty or variability that if managed may result in an improvement in the desired expected outcome. Unacceptable risk is uncertainty or variability in conditions or events that may expose the Cooperatives to increased expected costs or result in an unplanned or undesirable impact to the Cooperatives. The Cooperatives are interested in viable proposals that have the potential to provide near term benefits to their members. Key measurements used in the evaluation and assessment include, but are not limited to, proposal pricing and cost, effective realized Cooperative retail rates, the proposal's impact to the 15-year Net Present Value of the Cooperatives cost of power, the proposals impact to the Net Present Value of the Cooperatives cost of power under various low/high load and low/high market forecast assumptions. For comparison and evaluation purposes the Cooperatives will adopt a market cost of power and market risk exposure baseline to use to evaluate Proposals. The market cost of power is based on reasonable forecasts and assumptions of the Cooperative's requirements, the cost of	0, 1, 3, or 5	50%

	<p>capacity, the cost of energy, and other services and fees. Proposals that provide high value and economic attractiveness to the cooperatives and will thus receive a high score include products that supply all or a portion of the Cooperative’s requirements and reduce the Cooperative’s cost and potential exposure to cost when compared to the market cost and market risk exposure baseline. Suppliers are encouraged to present their own view of the value along with their proposal as this may assist the Cooperatives in evaluating and understanding the Suppliers proposal.</p> <p>The Cooperatives offer the following guidance to assist with development of high-ranked proposals in this category:</p> <ul style="list-style-type: none"> • Fixed or firm pricing that reliably delivers the desired value at the lowest cost and exposure to unacceptable risk will receive a high score. • Indexed or variable pricing is acceptable and may be desirable if the index or variable pricing is well defined and is widely used by the industry. • Products or pricing that are subject to increase or changes due to unacceptable or unidentified risks such as environmental costs, transmission congestion, market risk, supplier risk, resource availability or location, economic or financial risks, changes in law or regulation, etc. are less desirable will receive lower scores. 		
<p>Supplier/Bidder Qualifications</p>	<p>History and experience of the Supplier/Bidder along with their financial and legal ability to satisfy the requirements of the intended PPA. Suppliers/Bidders with a strong financial standing and creditworthiness, combined with direct experience (including delivering in</p>	<p>0, 1, 3, or 5</p>	<p>30%</p>

	MISO) and depth providing the proposed products without legal issues and with positive customer references will achieve the most points in this category.		
Commercial and Legal	Proposals that include terms and conditions that provide confidence the Cooperative will receive the product proposed without exceptions and/or exposure to unacceptable or unknown risks, provides the Cooperative flexibility to respond to changing market conditions and changes in the Cooperatives energy requirements, accommodates the Cooperative’s desires to enhance economic development, provides certainty in price and risk allocation, are not overly complex and burdensome on the Cooperative, and are reasonably well defined will receive a high score. Suppliers are encouraged to thoroughly complete the Product Term and Pricing Sheet found in Exhibit C by listing key terms and conditions that are necessary and required for the validity of proposal and pricing. Suppliers should clearly, and to the best extent possible, characterize the terms and conditions, noting any exceptions or assumptions required for the proposal and pricing. If a Supplier intentionally fails to include a key term or condition that, if included, would change the value or potential value of the proposal, then the Cooperative may disqualify or invalidate the proposal.	0, 1, 3, or 5	10%
Product	Ability of the proposed product or products to provide capacity and energy to meet the requirements of the Cooperative in terms of size, shape, duration, availability, capacity factor, deliverability, reliability, and operating capability. Products that can be utilized effectively by the Cooperatives to meet their capacity and energy requirements in part or whole with beneficial characteristics and capabilities will receive a high score. Products that are subject to changes due to unacceptable or unidentified risks such as environmental	0,1, 3, or 5	10%

	<p>costs, transmission congestion, market risk, supplier risk, resource availability due to location or unplanned conditions, economic or financial risks, changes in law or regulation, etc. are less desirable and will receive lower scores.</p>		
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RFP Part Two (“Part Two”)

Part Two of the RFP is available to Suppliers (or Bidders) that have been short-listed from the Part One stage. Part Two will enable the Cooperatives and the short-listed Suppliers to interact on a bilateral basis to revise and refine the proposals as necessary to the point of establishing an executable supply option. During Part Two, the Cooperatives reserve the right to continue to work together on a collaborative basis or conduct separate bilateral discussions and negotiations. If the Cooperatives elect to pursue different supply options, both Cooperatives will continue under the provisions and guidance of the RFP. The conclusion of Part Two of the RFP process may result in the Cooperatives selecting and recommending one or more Power Purchase Agreements (PPAs) for authorization through the LPSC certification process. Neither Cooperative is obligated nor required to pursue certification of a power supply option through the LPSC as a result of issuing and processing this RFP. Either Cooperative is able to act unilaterally without the other Cooperative to pursue a supply option and certify such option or options with the LPSC.

At the beginning of Part Two, Suppliers will be required to confirm their commitment and dedication to engaging with the Cooperatives in the Part Two stage and associated processes. Part Two is intended to allow the Cooperatives to engage with the Suppliers/Bidders in direct bilateral negotiations of the proposals with the intent to prepare Power Purchase Agreements. At the start of Part Two the Cooperatives and the Suppliers will engage in either a phone conference or in-person meeting. The purpose of the meeting is for the Supplier to present their proposals and answer questions from the Cooperatives. Once the initial Supplier meetings have been completed, the Cooperatives will provide the Suppliers with distinct feedback on their proposals. Following receipt of the feedback, Suppliers will have an opportunity to revise and resubmit their proposal, as needed, in response to the feedback. Once all revised proposals have been received, the Cooperatives will make their selection by re-scoring their Part One scorecard for Part Two short-listing of the Suppliers and Proposals selected for final negotiation. A non-quantifiable risk analysis is then completed on winning bid(s) after the scorecard is completed. This entails identifying risk factors and evaluating each based upon Probability of Occurrence and Magnitude of Impact. Suppliers not selected for final negotiation may be asked to hold their proposals available in case they are needed due to an opening in the final negotiation process. During the final negotiation process, the Cooperatives and Suppliers will finalize definitive PPAs to enact the proposals.

The Cooperatives are considering a range of power supply options in the form of full requirements, partial requirements, standard industry supply products such as blocks of power with varying or staggered term lengths, and direct off-take supply agreements from asset-based options such as renewable resources. In order to maximize the benefits of available market opportunities for their members, the Cooperatives are open to a combination of innovative solutions that may be a combination or portfolio of various supply products. Final selection and decision of supply options will be based on a combination of technical,

commercial, and economic factors that are likely to meet the requirements of their members in a competitive, stable, flexible, low-cost, and economically advantageous manner.

RFP Schedule

The RFP schedule is defined in the following table. Specific dates and timing may be adjusted from time to time to accommodate uncertainty and unplanned events which are a natural part of any RFP process. The Cooperatives recognize the cost and time involved in responding to an RFP of this magnitude and are thankful for the effort placed into the response.

Key Task or Activity	Planned and Estimated Date
PART ONE Processes	
Notice to LPSC	2/27/2020
LPSC Informational Filing	6/1/2020
Technical and Bidders' Conference	7/10/2020
RFP Release Date	7/28/2020
Non-disclosure Agreements Due Date	8/14/2020
Part One Proposals Due Date	8/31/2020
Part One Evaluation Target Completion Date	11/20/2020
PART TWO Processes (dates subject to change based on PART ONE results)	
Selection and Notification of Part Two Suppliers	11/20/2020
Part Two Revised Proposals Due Date	1/8/2021
Evaluation of Part Two Proposals	2/26/2021
Selection of Final Part Two Suppliers	3/26/2021
Final Selection and Award	4/23/2021
PPA Execution (subject to LPSC approval)	5/7/2021
File for Certification with LPSC	6/26/2021
Certification of PPA by LPSC	2/25/2022

Scope of Supply

The Cooperatives are considering a range of power supply options in the form of full requirements, partial requirements, standard industry supply products such as blocks of power with varying or staggered term lengths, and direct off-take supply agreements from asset-based options such as renewable resources. In order to maximize the benefits of available market opportunities for their members, the Cooperatives are open to a combination of innovative solutions that may be a combination or portfolio of various supply products. The Cooperatives will accept multiple proposals from a Supplier. In the event the same Supplier provides multiple proposals, the Supplier must indicate whether the proposals are mutually exclusive. Suppliers can direct a proposal at: (1) only DEMCO, (2) only JDEC, or (3) both.

Full Requirements

- Full requirements proposals shall include electric capacity, energy, ancillary services, and all other services required of a Load Serving Entity (“LSE”) in MISO and a Cooperative operating in Louisiana.

- Supplier shall act on behalf of the Cooperatives to provide the required LSE services and meet the requirements of an LSE on behalf of the Cooperatives.
- Full requirements service shall be managed and fulfilled by a single Supplier under a single Power Purchase Agreement (“PPA”).
- The Cooperatives will require the Supplier to incorporate existing hydro power supplier from SWPA
- Terms of 5 to 10 years are preferred.
- The Cooperatives will require a full requirements exception in the event the Cooperative pursues a new large load or other economic development program that may result in the addition of significant new energy requirements.
- The Cooperatives request that respondents provide some level of flexibility to purchase, own, generate or operate renewable energy, dispersed energy resources, demand response programs, and distributed energy resources and technologies.
- All Full Requirements proposals shall be settled at the LSE delivery points.

Partial Requirements

- Partial requirements proposals shall include service for a portion of electric capacity, energy, ancillary services, and any other services required of an LSE in MISO and a Cooperative operating in Louisiana.
- Supplier shall act on behalf of the Cooperatives to provide the required LSE services and meet the requirements of an LSE on behalf of the Cooperatives.
- Partial requirements service shall be managed and fulfilled by a single counterparty under a single PPA; this service provider shall act as the primary supplier and energy manager for the Cooperative in MISO.
- Under the Partial Requirements approach, the Cooperative may, subject to conditions in the PPA, procure, own, generate, or operate, distributed and wholesale power supply resources and will be responsible to schedule and deliver capacity and energy from such resources to the Partial Requirements supplier.
- Terms of 3 to 10 years are preferred.
- All Partial Requirements proposals shall be delivered and settled at the LSE delivery points.

Standard Industry Products

- Standard Industry Products are defined as firm capacity and energy supplied in increments for various shapes, volumes, durations and time periods.
- Standard capacity and energy products do not include day-to-day energy management services, ancillary services, or other services required of an LSE in MISO and a Cooperative operating in Louisiana.
- The Cooperatives will acquire the necessary energy management services as needed to support a complete solution that may involve standard energy products or may combine standard energy products with a partial requirement supply contract.
- The Cooperatives are seeking standard energy proposals for the following products:
 - Baseload, Firm, 24x7 Capacity and Energy in increments of 25 MWs.
 - Intermediate and Peaking, Firm, 7x16 and 5x16 Capacity and Energy in increments of 25 MWs.

- Seasonal, Monthly and Hourly Shaped, Firm Capacity and Energy proposals will be considered.
- Load Following proposals based on a percentage slice-of-system requirement for capacity and energy will be considered.
- Examples and templates for these products will be included with the informational package provided to Suppliers upon completion of the NDA.
- Terms of 1, 3, 5, and 10 years are preferred.
- The Cooperatives prefer fixed or firm pricing and will consider flexible or index pricing methods.
- All Standard Industry Products shall be delivered and settled at the LSE delivery points.

Asset Based, Unit Contingent

- Asset Based, Unit Contingent proposals are for capacity, energy, and other products from a specified and defined generating facility.
- The Cooperatives will acquire the necessary energy management services as needed to support a complete solution that may involve Asset Based, Unit Contingent options or may combine such options with a partial requirement supply contract.
- The Cooperative shall not participate as an owner or operator of the facility and are seeking proposals for direct offtake from the facilities in the form of a PPA.
- Terms of 5 to 15 years are preferred, and longer terms may be considered.
- Delivery and settlement of the capacity and energy at the LSE delivery points is preferred.
- Proposals shall include descriptions of the facility, technical characteristics, operating characteristics, capacity capabilities, and energy production capabilities.
- The Cooperatives prefer fixed or firm pricing and will consider flexible terms for pricing and volume to help manage risk and respond to changes in load requirements and market factors.

Innovative Energy Solutions

- Innovative Energy Solutions proposals are open to the discretion of the respondent and may include variations or combinations of the products previously listed.
- Respondents providing innovative Energy Solution Proposals are requested to be specific regarding their proposals and shall endeavor to demonstrate how the proposed solution will benefit the Cooperatives and meet the requirements of this RFP and the MBM.
- By providing this product category the Cooperative is expressing their willingness and intent to consider creative capacity and energy solutions. However, because such solutions may be difficult to evaluate or analyze, the Cooperatives reserve the right to reject an Innovative Energy Solution on any basis the Cooperative may define.

Proposals are to include all costs necessary to deliver firm power to DEMCO and JDEC's respective delivery points, applicable transmission charges, ancillary service, planning, scheduling, and settlement for the load, any applicable facilities or transmission study charges, applicable loss charges, distribution charges, and any other miscellaneous one-time or ongoing charges. If any costs, exceptions, or assumptions are not included in the proposed pricing then Suppliers shall identify and specify as such in their Product Term and Pricing Sheet (See Exhibit C).

Proposal Requirements

Supplier's Proposals shall include the following items noted with the appropriate heading as indicated below. If Supplier is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

Submit one complete electronic Submission in an Adobe PDF format and include Excel workbook(s) as outlined unless otherwise indicated below. The submission should be organized in the order as described below.

1. Supplier Registration
2. Non-Mutual Confidentiality and Non-disclosure Agreement
3. Generation Information
4. Experience, Background, and Qualifications
5. Proposal(s)

Supplier Registration

Supplier's interested in the RFP and intending to participate in the RFP process and submit a proposal shall register as a Supplier by providing the information listed in Exhibit A to the email address DEMCO_JDEC_RFP@enervision-inc.com.

Non-Mutual Confidentiality and Non-disclosure Agreement

Supplier's should complete and seek to execute an NDA with DEMCO and JDEC using the NDA provided in Exhibit B. EnerVision will manage communication and coordination between the Supplier and the Cooperatives to complete the NDA. All NDA communication should be sent to the email address DEMCO_JDEC_RFP@enervision-inc.com.

Once the NDA is completed the Supplier will be provided with information on the Cooperatives historic energy and energy requirements forecast along with history of energy received from SWPA.

General Information

Provide the following information regarding the Supplier.

Suppliers are encouraged to provide a narrative response describing their proposal and qualifications. This narrative response is an opportunity for the Supplier to describe and characterize their proposal and qualifications in a manner that justifies the Suppliers response to the Cooperatives' principles, decision factors, and evaluation criteria as defined in the RFP.

(NOTE: If Supplier is proposing as an affiliate, team or joint venture with each entity signing the Contract, if awarded, each should provide this information. Sub-contractors are not eligible and should not be identified here.

- Supplier Name:

- Principal Address, City, State, and Zip Code:
- Telephone Number:
- Website:
- Year Established:
- Number of years in business under present name:
- Social Security Number or Federal Employer Identification Number:
- DUNS Number:
- Business Structure: Individual or Sole Proprietorship, Partnership, Limited Liability Company, etc.
- Three Years of Annual Revenue:
- Total Number of Employees:
- Total Number of Current Customers:
- Describe Other Lines of Business:
- List any Related Companies:
- Name of Contract Signatory and Title:
- Contact Information: Name, number, email, address
- Is Supplier authorized and/or licensed to do business in Louisiana:
- Where is the Supplier's corporate headquarters located?
- Bankruptcy Information: Has the Supplier ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. As part of this process, the Cooperatives may request further financial information from Suppliers (or their parent organizations) and will consider confidentiality agreements with such Suppliers (or their parent organizations) to protect such information, as appropriate.
- Previous Contracts: Has the Supplier ever failed to complete any contract awarded? If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.
- Has the Supplier been involved in any claim or litigation with any Federal, State or Local Government, or private entity during the last ten (10) years? Please describe subject matter and outcome.

Experience, Background, and Qualifications

Prepare and submit narrative and illustrative responses to address the items outlined below. If Supplier is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

- Describe the proposal and how the proposal will satisfy the principles, decision factors, and evaluation criteria provided by the Cooperatives in this RFP.
- Describe Supplier's experience relevant to the products included in the proposal as requested by this RFP. List and describe relevant projects/clients of similar size and scope performed over the past five years.
- Describe Supplier's specific experience with utility clients, especially electric utilities. If Supplier has provided services for DEMCO and/or JDEC in the past, describe the product or services provided.

- List other resources, including total number of employees, number and location of offices, number and types of equipment available to support this proposal.
- If Supplier is proposing as a team or joint venture or has included sub-contractors, describe the roles of each person/entity and the extent to which the team, joint venture and/or sub-contractors have worked together in the past.
- Identify and describe any additional information that may be helpful to the Cooperatives in their evaluation of the proposal.

Proposal(s)

The proposal shall include a response to the scope of work as defined above, description of the product or products to be supplied, how the supplier proposes to supply the product and any unique problems or exceptions perceived by Supplier. The Supplier is requested to respond to at least one product defined in the Scope of Supply section above in order to have a qualified proposal. Providing a response to multiple product types may give the Supplier an opportunity to participate in different power supply options that may be selected by the Cooperatives. Supplier should clearly indicate what if any resources, capabilities, or inputs will be needed from the Cooperatives to implement the Product or Proposal as proposed.

Proposals may be deemed non-conforming if they do not meet the requirements specified therein. Except for proposals not received on time, at the judgement and discretion of JDEC and DEMCO, proposals that are non-conforming may be given three (3) business days after the proposal submission deadline to remedy their non-conformity. JDEC and DEMCO, however, reserve the right to reject any proposal that is non-conforming.

A form containing the required information for each product or proposal is contained in Exhibit C, Product Term and Pricing Sheet. Suppliers shall provide a Product Term and Pricing sheet for each proposal or product offered.

For each Proposal or Product, at a minimum, please specify:

- Product Type (as defined in the Scope of Supply)
 - Full Requirements
 - Partial Requirements
 - Standard Industry Products
 - Asset Based, Unit Contingent
 - Innovative Energy Solutions
- Description – Provide a description of the product being offered.
- Buyer – Specify the buyer of the product.
- Seller – Specify the seller of the product.
- Capacity – Provide the amount or description of the capacity of the supply. Supplier shall confirm the firm capacity eligible for the cooperatives MISO Planning Reserve Margin Requirement. If applicable, Suppliers may submit tables or spreadsheets that include data relative to shaping or anticipated shaping of capacity supply.

- Suppliers offering Standard Industry Products may provide a reference to a spreadsheet or table to provide pricing for various capacity and energy amounts with varying terms.
- Energy – Provide the amount or description of the type and quantity of energy to be supplied by the proposal. If applicable, Suppliers may submit tables or spreadsheets that include data relative to shaping or anticipated shaping of energy supply.
 - Suppliers offering Standard Industry Products may provide a reference to a spreadsheet or table to provide pricing for various capacity and energy amounts with varying terms.
- Shaping and Load Following – Provide a description of the type of capacity and energy supplied by the product and whether the energy is firm, includes any shaping, and/or load following. If applicable, Suppliers may submit tables or spreadsheets that include data relative to shaping or anticipated shaping of supply.
- Other Products or Services – Provide a description of other products and services that are included with the proposed product.
- Effective Date – Specify the effective date required for the binding transaction.
 - DEMCO’s current power supply agreement expires at midnight on March 31, 2024
 - JDEC’s current power supply agreement expires at midnight on March 27, 2025
- Duration – Provide the proposed start date and time and termination date and time of the product or proposal, including any potential extension period(s).
- Base Date – Provide the base date of the proposal or product that defines the date associated with the underlying assumptions used to offer the proposal or product.
- Expiration Date – Provide the date when the proposal is no longer valid or available without update or adjustment.
- Delivery Point – The delivery point of the energy. The cooperatives prefer that energy is delivered to the cooperatives delivery points and that pricing includes all costs to deliver energy of the load shape or block to the cooperative’s delivery points. The Cooperative’s delivery points will be provided to the Supplier once the NDA is complete.
- Pricing – The Proposal pricing shall include a description of pricing and all applicable charges. Suppliers should specify if any costs or charges are not included in the proposal price.
 - Demand and/or energy charges
 - Indexes and/or price escalators upon which demand/fuel/other components are based
 - Any market-based or pass-through components of power supply
 - Any anticipated transmission costs, not included in the pricing
 - Pricing to be based on market close on date to be specified with the final RFP
 - Any planning, scheduling, and settlements for DEMCO & JDEC’s entire load.
 - Suppliers offering Standard Industry Products may provide a reference to a spreadsheet or table to provide pricing for various capacity and energy amounts with varying terms.
- Payment Terms – Specify any payment terms applicable to the product or proposal.
- Unit Contingency – Supplier shall specify if the capacity or energy is contingent on a specific resource or set of resources. Suppliers shall list and describe the relevant resources.
- Guarantees – Provide a description of any guarantees and assurances, such as performance guarantees, that will be provided to the Cooperatives to support the supply of capacity and energy.

- Credit – Provide a description of the credit requirements of both parties. The Cooperatives may require any successful Supplier (or its parent organization) to post a form of credit support to ensure the Supplier’s performance under the proposed transaction.
- Buyer Requirements – Provide a description or specify any buyer requirements that are associated with the product or proposal.
- Buyer Costs and Risks – Provide a list of costs and risks that Seller is requiring of the Buyer and that is intended to be included in the final definitive power supply agreement.
- Supplier Exceptions – Provide any known exceptions, exclusions, or assumptions included in the proposal that will need to be discussed or negotiated, that may result in a change to the proposed price, or may need to be included in the final definitive power supply agreement.
- Other – Provide any other information or data that may be relevant or important to support, validate, and qualify the proposal.

Proposal Submission

Proposals must be submitted via E-mail to DEMCO_JDEC_RFP@enervision-inc.com no later than August 31, 2020 at 5:00 pm CST. No hard copies of Proposals will be accepted. Any Proposal or modification to a Proposal received after the due date shall not be considered and will be deemed non-responsive. Supplier will receive an email response confirming receipt of the proposal submittal.

RFP Submittal Email: DEMCO_JDEC_RFP@enervision-inc.com

Firm Offer

All proposals shall be submitted as valid as of the date of the deadline for proposal submission. All provisions in a Supplier’s Proposal, including any estimated or projected costs or price, shall remain valid for the later of the date of award or one hundred and eighty (180) days following the deadline date for submissions.

Cost of Proposal

Any cost or expense incurred by the Supplier that is associated with the preparation of the Proposal, if any, or during any phase of the selection process, shall be borne solely by Supplier.

Evaluation of Criteria

EnerVision and the Cooperatives will conduct an evaluation of each Proposal received in response to this RFP. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated are described in the RFP section. The Cooperatives may select all, some, or none of the Suppliers. The Cooperatives may also request additional information from any Supplier at any time prior to final approval of a selected Supplier. The Cooperatives reserve the right to select one or more, or none of the Suppliers to provide products and services. Final approval of a selected Supplier is subject to

DEMCO and JDEC respective Cooperative Board of Directors and the Certification of any Power Purchase Agreement by the LPSC.

Proprietary Information and Mutual Confidentiality and Non-Disclosure Agreement

An executed Mutual Confidentiality and Non-Disclosure Agreement (see attached Exhibit B) should be completed by the Supplier and between DEMCO and JDEC.

JDEC, DEMCO, and its consultants will treat all proposals submitted by Suppliers as confidential; however, Suppliers shall submit their proposals with the knowledge and acceptance that any information provided by them is subject to disclosure in order for JDEC and DEMCO to cooperate with LPSC Staff's informational requirements in the RFP, to seek ultimate LPSC certification, and/or in support of any applications that are necessary to effectuate regulatory and governmental approvals. Respondents agree that DEMCO, JDEC, and their respective attorneys and consultants shall not be liable for such disclosure.

DEMCO, JDEC, and its consultants are not restricted from using or disclosing any data that is already obtainable from another public source, without restriction.

Award of Contract and Reservation of Rights

DEMCO and JDEC reserve the right to award one, more than one, and/or no contract(s) in response to this RFP.

A Contract, if awarded, will be awarded to the Supplier(s) whose Proposal(s) is deemed most advantageous in desired value and economic attractiveness to DEMCO and JDEC, as determined by DEMCO and JDEC.

DEMCO and/or JDEC may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of DEMCO and/or JDEC. However, final selection of a Supplier is subject to DEMCO's and/or JDEC's evaluation and selection process.

DEMCO and/or JDEC reserve the right to accept one or more Proposals or reject any or all Proposals received in response to this RFP, and to waive informalities and irregularities in the Proposals received. DEMCO and/or JDEC also reserve the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.

DEMCO and/or JDEC will require the selected Supplier(s) to execute a contract. The contract is not binding on DEMCO and/or JDEC until executed by the authorized representative of the Cooperatives that is likely the Chief Executive Officer or an officer of the Board of Directors as may be required by DEMCO's and/or JDEC's approval guidelines. In the event the parties cannot negotiate and execute the contract within the time specified, DEMCO and/or JDEC reserve the right to terminate negotiations with the selected Supplier and commence negotiations with another Supplier.

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This RFP does not commit DEMCO or JDEC to enter into the contract, award any services related to this RFP, nor does the RFP obligate DEMCO or JDEC to pay any costs incurred in preparation or submission of a Proposal or in anticipation of the contract. To that end, each Supplier is responsible for all costs and expenses it incurs in connection with this RFP. Under no circumstances, including DEMCO's and/or JDEC's termination of this RFP at any time for any reason, whatsoever, will JDEC, DEMCO, or any of its representatives be responsible for any costs or expenses of any Supplier incurred in connection with this RFP.

Furthermore, JDEC and/or DEMCO, at any time, in its sole discretion may suspend the RFP in whole or in part.

- END OF RFP -

Exhibits

Exhibit A – Supplier Registration Form

Suppliers interesting and intending to respond to this Request for Proposal shall send the following information via email to this address: DEMCO_JDEC_RFP@enervision-inc.com.

Submission of this information by a Supplier for formally register the Supplier per the process defined in this RFP. The Supplier will receive a registration confirmation email to confirm their information was received.

Suppliers that register through this process will receive email notices with updates on the RFP. All RFP communication from the Cooperatives to the Supplier will be provided through the information provided with the registration.

Suppliers can update their registration information by sending an email with the updates to DEMCO_JDEC_RFP@enervision-inc.com.

- Supplier Name:
- Supplier Location and Address:
- Supplier Contact Name:
- Supplier Contact Email:
- Supplier Contact Phone Number:
- Supplier Authorized Representative Name and Title:

Exhibit B – Mutual Non-Disclosure Agreement (NDA)

The following document is a mutual non-disclosure agreement that shall be executed between the Supplier and each Cooperative. The Supplier shall complete two NDA's, one for each Cooperative.

**MUTUAL CONFIDENTIALITY AND
NON-DISCLOSURE AGREEMENT**

THIS MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the “*Agreement*”) is entered into as of the ____ day of _____, 2020 (the “*Effective Date*”) by and between [COOP NAME], (“*[DEMCO or JDEC]*”), and _____, a _____ (“_____”) ([DEMCO or JDEC] and _____ are individually referred to as a “*Party*” and collectively as the “*Parties*”).

WHEREAS, the Parties intend to engage in discussions and negotiations (the “*Discussions*”) concerning the possible establishment of a business relationship between the Parties (the “*Relationship*”); and

WHEREAS, in connection with the Discussions and/or Relationship each Party is willing to provide the other with access to certain confidential and proprietary information, subject to the terms set forth herein (for purposes of this Agreement the Party providing such confidential information is referred to as the “*Provider*” and the Party receiving the information is referred to as the “*Recipient*”);

NOW, THEREFORE, for and in consideration for disclosure of certain proprietary and confidential information, each Party, on its own behalf and on behalf of its respective shareholders, directors, officers, employees, agents, subsidiaries, affiliates and advisers (collectively, “*Representatives*”), hereby agrees as follows:

1. ***Confidential Information.*** The Recipient and its Representatives will treat as confidential and, in accordance with the terms of this Agreement, will take or abstain from taking certain other actions herein set forth with respect to (a) any information (whether written or oral) furnished to the Recipient or its Representatives by or on behalf of the Provider, including but not limited to information contained on computer disks, emails and other forms of electronic or magnetic media and other information regarding the business, financial condition, customer lists, marketing strategy, names of employees, compensation amounts and formulas, billing amounts, operations and prospects of the Provider; (b) any analyses, compilations, forecasts, studies or other documents or records prepared by the Provider or its Representatives or Recipient or its Representatives to the extent they contain, or otherwise are generated from or derived from, in whole or in part, the information described in clause (a) above; and (c) any copies, reproductions

or summaries of any of the foregoing (collectively, the “**Confidential Information**”). Confidential Information also includes (i) the facts that the Parties are in Discussions (or, without limitation, any termination of the Discussions) and that Confidential Information has been disclosed; (ii) any terms, conditions or arrangements discussed, including, without limitation, any drafts or final agreements in furtherance of the Discussions; and (iii) any information of an affiliate provided as part of the Discussions. The term “Confidential Information” shall not, however, include any information which (x) is already in the Recipient’s possession, provided that such information is not subject to another confidentiality agreement with, or other obligation of secrecy to, the Provider or another party, (y) becomes generally available to the public other than as a result of Recipient’s or its Representatives’ breach of this Agreement, or (z) becomes available to the Recipient on a non-confidential basis from a source other than the Provider or its Representatives; *provided* that such source is not known by the Recipient after reasonable inquiry to be bound by a confidentiality agreement with or other obligation of secrecy to the Provider or another party.

2. **Use of Confidential Information.** Unless otherwise agreed to by the Provider in writing, the Recipient will, and will cause its Representatives to, keep confidential all Confidential Information and neither (i) disclose or reveal any Confidential Information to any persons or entities other than to those Representatives who clearly need such access to actively and directly participate in the Discussions and the Relationship, nor (ii) use, disclose or reveal any Confidential Information for any purpose other than as necessary to facilitate the objectives of the Discussions and/or the Relationship. Furthermore, the Recipient will, and will cause its Representatives to, not use the Confidential Information in any way detrimental to the Provider or any of its employees or customers. Before any of the Representatives are given access to Confidential Information, the Recipient will advise each such Representative of the confidential nature thereof and the terms of this Agreement. The Recipient will be responsible for any breach of this Agreement by any of its Representatives.

3. **Required Disclosure.** In the event that the Recipient becomes legally compelled to disclose any Confidential Information, the Recipient agrees to provide the Provider with reasonable advance notice prior to any such disclosure to enable the Provider to seek a protective order or other appropriate remedy and agrees not to oppose any action by the Provider to obtain a protective order or other appropriate remedy. Whether or not such protective order or other remedy is obtained or the Provider waives compliance with the terms of this Agreement, the Recipient agrees that it and its Representatives will furnish only that portion of the Confidential Information or other information which the Recipient is advised in writing by legal counsel is legally required.

4. **Return of Confidential Information.** In the event that at any time either Party terminates the Discussions and/or the Relationship, upon the request of the Provider, the Recipient agrees that it will (a) promptly return to the Provider all written Confidential Information and (b) not retain any copies, extracts or other reproductions (in any tangible medium of expression) in whole or in part of such written material. All Confidential Information consisting solely of information contained on computer tapes, computer disks or any other form of electronic or

magnetic media, together with any analyses, compilations, studies or other documents, records or data prepared by the Recipient or its Representatives that contain or otherwise reflect or are generated from such information may, in lieu of being returned to the Provider, be destroyed in a manner that renders it incapable of being recovered or restored. Upon written request, such return, non-retention and destruction shall be certified in writing to the Provider by an authorized officer of the Recipient's organization supervising such return, non-retention and destruction. The obligations of the Recipient and its Representatives hereunder shall not terminate as a result of such return, non-retention and/or destruction.

5. ***Equitable Remedy.*** The Parties agree that in the event that the Recipient breaches or threatens to breach any of the provisions of this Agreement, monetary damages will be an inadequate remedy and, therefore, due to the immediate irreparable actual and substantial harm which will result from a breach or a threatened breach by the Recipient of the provisions of the Agreement, the Provider shall be entitled to specific performance and to obtain an immediate permanent injunction against such breach and such other equitable relief as is necessary or appropriate to enforce any and all of the provisions of this Agreement. The remedies afforded to the Provider by this paragraph shall be in addition to any and all other remedies available to the Provider for any violation, breach or threatened breach of this Agreement by the Recipient. The Recipient agrees to reimburse the Provider for all reasonable costs and expenses incurred by it in any proceeding commenced in connection with enforcing its rights hereunder, provided that the Provider in such proceeding is successful in establishing its entitlement to such an injunctive relief.

6. ***No Other Obligations.*** This Agreement imposes no obligation on either Party to disclose any Confidential Information or to negotiate for, enter into, or otherwise pursue the Relationship. The Disclosing Party makes no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, and will have no liability to Recipient or any other person relating to Recipient's use of any of the Confidential Information or any errors therein or omissions therefrom. Only those representations or warranties which are made in a final definitive agreement regarding the Relationship, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

7. ***Retention of Rights.*** The Disclosing Party retains its entire right, title and interest in and to all of its Confidential Information, and no disclosure of Confidential Information hereunder will be construed as a license, assignment or other transfer of any such right, title and interest to Recipient or any other Person.

8. ***Term.*** This Agreement and the obligations hereunder shall continue for so long as the Discussions and/or the Relationship continue and for a period of two years thereafter; *provided, however,* that insofar as this Agreement shall relate to any information which may be a "trade secret" as defined by applicable law, this Agreement shall continue indefinitely without any durational limit as to such matter, but only for so long as such matter retains its status as a "trade secret" under such law.

9. *Miscellaneous.*

(a) This Agreement may not be amended or modified except in writing signed by each of the Parties hereto and shall be governed by and construed in accordance with the laws of the State of Louisiana.

(b) Each Party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of Louisiana and of the United States District Courts located in the State of Louisiana for any lawsuits, claims or other proceedings arising out of or relating to this Agreement and agree not to commence any such lawsuit, claim or other proceeding except in such courts. Each Party hereby irrevocably and unconditionally waives any objection to the laying of venue of any lawsuit, claim or other proceeding arising out of or relating to this Agreement in the courts of the State of Louisiana or the United States District Courts located in the State of Louisiana, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such lawsuit, claim or other proceeding brought in any such court has been brought in any inconvenient forum.

(c) No provision of this Agreement shall be deemed waived and no breach shall be deemed excused unless such waiver or consent shall be in writing and signed by a duly authorized representative of a Party waiving such provision or excusing such breach. No such consent to, or waiver of a breach hereof, whether express or implied, shall constitute a consent to, waiver of, or excuse for any subsequent or different breach.

(d) The rights of the Parties under this Agreement are in addition to and not in lieu of their rights under Louisiana law, including, but not limited to, the Trade Secrets Act.

(e) Each Party shall be responsible for any breach of this Agreement by its Representatives and shall hold harmless and indemnify the other Party from any damages caused by any unauthorized disclosure of Confidential Information by such Representatives.

(f) In the event any provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding such illegality or unenforceability, this Agreement shall continue in full force and effect and there shall be substituted for such illegal or unenforceable provision a like but legal and enforceable provision which most carries into effect the intention of the original provision. In the event a like but legal and enforceable provision cannot be substituted, the illegal or unenforceable provision shall be deemed to be deleted, and the remainder of this Agreement shall remain in full force and effect.

(g) This Agreement shall be binding upon and for the benefit of the Parties and their respective Representatives, successors, and assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party.

(h) Notwithstanding any other provision of this Agreement, no Party shall be liable for any consequential, special, punitive, or indirect damages arising under, or as a result of a breach of this Agreement.

(i) This Agreement may be executed by the Parties in multiple counterparts (including by facsimile or email transmission), each of which shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

[DEMCO or JDEC]

Name: _____

Title: _____

[_____]

Name: _____

Title: _____

Exhibit C - Product Term and Pricing Sheet

Term	Response
Product Type	
Description	
Buyer	
Seller	
Capacity	
Energy	
Shaping	
Other Products and Services	
Effective Date	
Duration	
Base Date	
Expiration Date	
Delivery Point	
Price	
Payment Terms	
Unit Contingency	
Guarantees	
Credit	
Buyer Requirements	
Buyer Costs and Risks	
Supplier Exceptions	
Other	