



***2025 Request for Proposals***  
***for***  
***Battery Energy Storage Systems***  
***for***  
***Entergy Louisiana, LLC***

***~~December 22, 2025~~***  
***March 3, 2026***

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## APPENDICES

Appendices	Title
Appendix A	Glossary
Appendix B	Model BESS BOT Agreement and Scope Book Appendix B-1 Model BESS BOT Agreement Appendix B-2 Model BESS Scope Book
Appendix C	Model BESS ESA
Appendix D	Preliminary Due Diligence List and Attachments: Appendix D: Preliminary Due Diligence Questionnaire – BESS Attachment A: Standalone BESS BOT Cost Components Attachment B: Accounting Certification
Appendix E	Reservation of Rights
Appendix F	Credit and Collateral Requirements Annex F-1: Form of Credit Certification Annex F-2: Form of Letter of Credit
Appendix G	Protection of Proposal Information
Appendix H	Select Supplier Information

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# 1 RFP INFORMATION

## 1.1 Introduction

Entergy Louisiana, LLC (“**ELL**”), hereby issues this 2025 Request for Proposals for Battery Energy Storage Systems (including all appendices, this “**RFP**” or the “**2025 ELL BESS RFP**”). Through this RFP, ELL seeks to procure, on and subject to the terms set forth in this RFP, up to 1,100 MW of Capacity, Energy, Capacity-Related Benefits (such as Zonal Resource Credits (“**ZRCs**”) and capacity credits), Other Electric Products, and Environmental Attributes from eligible new-build and existing battery energy storage systems (“**BESS**”), for service commencing between January 1, 2028, and March 31, 2030, with a preference for resources that will be online by March 31, 2029. ELL reserves the right to acquire more or less than the stated amounts. Entergy Regulated Affiliates and Entergy Competitive Affiliates are prohibited from submitting proposals in this RFP. Self-Build Options are eligible for submission. A summary of the threshold requirements for a conforming proposal in this RFP and other key RFP scoping items are set forth in Section 1.9 below.

## 1.2 Entergy Louisiana

ELL supports continued growth in Louisiana through investments in generation, energy storage, and other infrastructure that provide customers with affordable and reliable power. ELL is seeking cost-effective BESS resources that can supply capacity, energy, resource diversity, locational, and other benefits to ELL customers. BOT BESS resources in this RFP must be located in and interconnect directly to the portion of the MISO Transmission System located within the State of Louisiana in MISO Local Resource Zone 9 (“**LRZ-9**”). ESA BESS resources in this RFP must be located in and interconnect directly to the portion of the MISO Transmission System located in MISO LRZ-9.

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**Figure 1: LRZ 9**



The above map generally depicts LRZ-9. If unclear whether an ESA resource is located within LRZ-9 or a BOT resource is located within the Louisiana portion of LRZ-9, Bidder can submit the MISO-designated J number coordinates for the resource to the Bid Event Coordinator and the Bid Event Coordinator will respond with a determination of the resource’s location for purposes of this RFP or with clarifying questions before making such a determination.

### **1.3 RFP Documents**

This RFP consists of a Main Body and nine (9) appendices, excluding subparts. Among other things, the Main Body (i) offers general information about this RFP, (ii) describes the BESS resources and transaction structures that ELL seeks from Bidders and high-level considerations for Bidders, (iii) includes a milestone schedule for this RFP, (iv) sets forth terms governing the preparation and submission of proposals and RFP-related Bidder communications with ELL and the Independent Monitor, and (v) provides a high-level overview of the proposal evaluation and selection process.

Appendix A to this RFP is a glossary of certain capitalized terms used in this RFP. A capitalized term used but not defined in the Main Body will have the meaning ascribed to such term in Appendix A, except to the extent the context otherwise requires.

Appendix B-1 is the form acquisition agreement (excluding most exhibits and all schedules) for the build-own-transfer (“**BOT**”) type of asset purchase transaction for BESS resources sought by this RFP (“**Model BESS BOT Agreement**”). The Model BESS BOT Agreement will be the agreement used for any BESS BOT asset purchase transaction arising out of this RFP.

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Appendix B-2 is a draft of the scope book for BESS resources (“**Model BESS Scope Book**”) that will be included as an exhibit to the Model BESS BOT Agreement. The Model BESS Scope Book addresses, among other things, the scope of Seller’s engineering, procurement, and construction (“**EPC**”) work on the proposed BESS project, the project execution plan, EPC standards and processes to be followed (including for collector substations and high voltage transmission), and other technical information about the project.

Appendix C is the form electric storage agreement (“**ESA**”) for the BESS electric storage transactions sought by this RFP (“**Model BESS ESA**”). The Model BESS ESA will be the agreement used for any BESS energy storage arrangement arising out of this RFP.

Appendix D and its Attachments contain questions and requests for material and other information that each Bidder will be required to answer or provide as part of its Proposal Package. The applicability of an Appendix D attachment to a proposal is dependent on the type of transaction (BOT or ESA) proposed.

Appendix E contains an express reservation of ELL’s and ESL’s rights in this RFP; warranty, liability, and contract acceptance disclaimers; terms addressing the disclosure of RFP-related information by ELL, ESL, and Bidders in this RFP, Bidder’s responsibility for RFP-related costs, and regulatory approvals; and Bidder’s deemed acceptance of the rights and terms contained in Appendix E and ELL’s reliance upon such acceptance.

Appendix F generally describes the credit support requirements for any transaction arising out of this RFP and other credit-related features that will be material to any Bidder proposal.

Appendix G provides information on the protocols ELL has established to ensure that (i) the RFP process will be impartial and objective, (ii) Bidders’ commercially sensitive information will be protected, (iii) all proposals will be treated in a consistent fashion, and (iv) no proposal from any Bidder will receive undue preference.

Appendix H includes information regarding local and other suppliers of goods and services to projects proposed in this RFP.

Bidders are responsible for familiarizing themselves with and being fully aware of the terms of this RFP, including the terms of each Appendix and any clarifications, elaborations, adjustments, or modifications to RFP terms communicated by ELL to Bidders. Bidders are advised that from time to time ELL may clarify, elaborate upon, adjust, or modify the terms of this RFP (i) in response to developments that may affect or require attention in this RFP, or ELL concerns that terms in this RFP may be incomplete, inaccurate, or ambiguous or may fail to adequately address risks, rights, obligations, or other matters, including matters raised in questions or comments from Bidders or other stakeholders, or (ii) for other reasons.

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## 1.4 ELL BESS RFP Website & PowerAdvocate

The official website for this RFP (the “**2025 ELL BESS RFP Website**”) can be found at <https://rfp.entergy.com/ENTRFP/SEND/2025ELLBESSRFP/index.htm>. This RFP and related material and information are posted on the 2025 ELL BESS RFP Website and available for review. The 2025 ELL BESS RFP Website will be updated from time to time with additional material and information concerning this RFP. Interested Persons are responsible for monitoring the 2025 ELL BESS RFP Website to ensure the timely receipt of information about this RFP.

“**PowerAdvocate**” will be utilized for the administration of RFP documents and Bidder communications for this RFP. Upon completion of the Bidder Registration Process, Bidders will be invited to join and use the PowerAdvocate site to gain access to RFP documents, communicate with ELL, and submit proposals.

## 1.5 Bid Event Coordinator

ELL has engaged ESL to assist with the administration of this RFP and has designated an ESL employee to serve as the “**Bid Event Coordinator**”. The Bid Event Coordinator’s responsibilities include (i) acting as a liaison between the participants in this RFP and ELL on all RFP-related matters, (ii) ensuring that Bidder RFP-related questions ELL received during the pendency of this RFP are addressed in an appropriate manner, (iii) receiving, recording, and maintaining Bidder RFP proposals, (iv) working with the Independent Monitor throughout this RFP, and (v) managing other administrative matters relating to this RFP. The Bid Event Coordinator is also a member of the RFP Administration Team.

The Bid Event Coordinator can be contacted prior to Bidder’s completion of the Bidder Registration Process via email at [ellrfp@entergy.com](mailto:ellrfp@entergy.com) and afterwards through PowerAdvocate. PowerAdvocate information will be provided to Bidders when or shortly after Bidder completes the Bidder Registration Process.

## 1.6 Independent Monitor

ELL has retained Mr. Wayne Oliver of Merrimack Energy Group, LLC, to act as the IM for this RFP. The role of the IM is defined in the “**Scope of Work Activities**” for the IM, which is available to Bidders upon request. In summary, the IM (i) oversees all aspects of this RFP to ensure that its design, implementation, evaluation, selection, and contract negotiation processes are impartial and objective and (ii) provides an objective, third-party perspective on ELL’s efforts to ensure that all proposals are treated consistently and without undue preference to any Bidder. Bidders wishing to communicate with Mr. Oliver may reach him by email at [MerrimackIM@merrimackenergy.com](mailto:MerrimackIM@merrimackenergy.com) or by phone at (781) 856-0007.

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## 1.7 Louisiana Public Service Commission Staff

The LPSC has assigned Staff to consult on various aspects of this RFP to ensure that its design, implementation, evaluation, selection, and contract negotiation processes are impartial and objective and to provide an objective, third-party perspective on ELL's efforts to ensure that all proposals are treated consistently and without undue preference to any Bidder. Bidders wishing to communicate with LPSC Staff about this RFP should use the following contact information:

[redacted]  
Justin Bello  
Staff Attorney  
Louisiana Public Service Commission  
P.O. Box 91154  
Baton Rouge, Louisiana 70821-9154  
Email: [redacted] [justin.bello@la.gov](mailto:justin.bello@la.gov)

## 1.8 Eligible Resources:

~~Developmental~~ This RFP seeks developmental and existing BESS resources that ~~(i)~~ are ~~or will be~~ BESS-Eligible Resources with "Eligible Resources" are BESS resources that:

- ~~(i)~~ have or will have at least 50 MW (AC) and not more than 250 MW (AC) of Capacity; ~~(ii);~~
- ~~(ii)~~ will make available and provide the Capacity, Capacity-Related Benefits, Energy, Other Electric Products, Environmental Attributes, and any other products proposed to be contracted to Buyer under a Definitive Agreement; ~~(iii);~~
- ~~(iii)~~ have an existing GIA or are included and remain in the 2025 or earlier MISO Definitive Planning Phase ("DPP") queue for interconnection service meeting the requirements of this RFP; ~~(iv);~~
- ~~(iv)~~ have or will commit ~~be committed~~ to have at the Commercial Operation Date (for ESA transactions) or the Closing (for BOT transactions) Charging Transmission Service ~~for the resource~~ meeting, and permitting the performance of the proposed BESS in accordance with, the requirements of this RFP; ~~(v);~~
- ~~(v)~~ meet or will meet the physical locational and interconnection requirements ~~for~~ set forth in this RFP ~~set forth herein,~~ for proposed BESS resources;
- ~~(vi)~~ are or will be single integrated BESS resources; ~~(vii);~~
- ~~(vii)~~ will not share equipment, systems, materials, facilities, and other assets with other BESS, generation, or other facilities or third parties; ~~(viii);~~
- ~~(viii)~~ use or will use commercially-proven BESS technology; ~~(ix);~~
- ~~(ix)~~ are or will be AC coupled with a minimum four (4)-hour discharge and (ix) 24 hours a day, 7 days a week charging and discharging capability; and
- ~~(x)~~ meet the other criteria for participation in this RFP ~~are~~ "Eligible Resources."

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With regard to clauses (vi) and (vii), BESS resources located at separate facilities project sites will be considered multiple resources and may not be combined or aggregated to form a “system” of BESS resources. A BESS resource that is physically located on the same project site as an electric generation resource (i.e., a co-located BESS resource) but has its own separate GIA and associated metering and does not share equipment, systems, materials, facilities, and other assets with other BESS, generation, or other facilities or third parties will be an Eligible Resource, provided it satisfies the requirements in clauses (i) through (x). A co-located BESS resource that fails to meet the criteria set forth in the previous sentence will not be an Eligible Resource. With regard to clause (viii), for this RFP, commercially-proven BESS technology is technology that meets the technical requirements of this RFP and that ELL determines has, as of the day before the commencement of the Proposal Submission Period for Self-Build Options (see Section 4.1 below), sufficient operational, maintenance, and performance data and information demonstrating, to ELL’s satisfaction, the ability to provide sustained, reliable, and otherwise acceptable performance and the technology’s suitability for service in the resource’s intended roles as an ELL BESS resource. If unclear whether a proposed resource is a commercially-proven BESS technology, Bidder can submit a question to the Bid Event Coordinator and the Bid Event Coordinator will respond with a determination of the resource’s eligibility for ~~purposes of~~ this RFP or with clarifying questions before making such a determination.

### 1.9 RFP Threshold Requirements

Table 1 below outlines threshold requirements for a proposal submitted into this RFP (“**Threshold Requirements**”). Subject to the other terms of this RFP, ELL will consider only proposals submitted in accordance with and meeting the Threshold Requirements. Any proposal not meeting the Threshold Requirements will be considered non-conforming and may be eliminated by ELL from further consideration in this RFP, after consultation with the IM. Bidders may not condition the effectiveness of any proposal on ELL’s selection of one or more of its other proposals submitted in this RFP.

*Table 1. Threshold Requirements*

Requirements	Threshold Requirement Description
Eligible Participants	<ul style="list-style-type: none"> <li>• All potential suppliers capable of meeting the conditions and requirements identified in this RFP have the opportunity to participate in this RFP (“<b>Eligible Participants</b>”). Otherwise Eligible Participants that do not comply with the terms, conditions, and requirements of this RFP may be determined by ELL, after consultation with the IM, to be ineligible to continue to participate in this RFP.</li> <li>• Proposals from Qualifying Facilities will not be provided any preference in this RFP solely by virtue of their QF status.</li> </ul>

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	<ul style="list-style-type: none"> <li>• A “Bidder” in this RFP may consist of more than one Person. (For additional information concerning multi-Person Bidders, please see Section 6.5 below.)</li> </ul>
<b>Battery Energy Storage Systems</b>	<ul style="list-style-type: none"> <li>• Any BESS resource that is an Eligible Resource may be offered into this RFP.</li> <li>• <del>Any technology other than commercially-proven BESS technology is ineligible to participate in this RFP.</del></li> <li>• <del>Any BESS resource offered into this RFP must be AC coupled with a minimum four (4) hour discharge and have 24 hours a day, 7 days a week charging and discharging capability.</del></li> <li>• <del>Standalone BESS proposals (i.e., proposals for a BESS resource that is not interconnected to or a part of an electric generation resource or project and is an Eligible Resource) may be offered into this RFP.</del></li> <li>• <del>A BESS resource that is co-located with an electric generation resource and uses the MISO surplus generator interconnection process for an existing GIA is not an Eligible Resource and may not be offered into this RFP. To ensure clarity, a BESS resource that is physically located on the same site as an electric generation resource but has its own separate GIA and required metering facilities will not be considered for purposes of this RFP a co-located resource.</del></li> </ul>
<b>Solicited Transaction Types (General)</b>	<ul style="list-style-type: none"> <li>• <i>ESA transactions:</i> Purchase of all Capacity, Energy, Capacity-Related Benefits, Other Electric Products, and Environmental Attributes from an Eligible Resource.</li> <li>• <del><i>BOT transactions:</i> Asset acquisition of an Eligible Resource and related assets, with Seller assuming development, construction, and financing risk.</del></li> <li>• <del><i>Self-Build Options:</i> ELL may submit one or more self-build proposals for Eligible Resources.</del></li> </ul>
<b>Required Resource Location</b>	<ul style="list-style-type: none"> <li>• <i>ESA transactions:</i> The proposed BESS resource, if offered through an ESA, is required to be located in, and interconnect directly to the portion of the MISO Transmission System located in, LRZ-9.</li> <li>• <i>BOT transactions; Self-Build Options:</i> The proposed BESS resource, if offered through a BOT <u>transaction or as a Self-Build Option</u>, is required to be located in the State of Louisiana and interconnect directly to the portion of the MISO Transmission System located in the State of Louisiana in LRZ-9.</li> </ul>
<b>Site Control</b>	Bidder must show that Seller has control of 75% or more of the project site or an enforceable contract to obtain control of at least 75% of the project site through at least the end of the full delivery term proposed

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	by Bidder (ESA transactions) or the expected useful life of the resource (BOT transactions), with a reasonable written site procurement plan to gain full site control that supports the project schedule if Seller has less than full site control as of proposal submission.
<b>Required Interconnection Status</b>	<ul style="list-style-type: none"> <li>The proposed resource must have an executed GIA with MISO or be included <b>(and remain)</b> in the 2025 MISO DPP Queue or an earlier MISO DPP Queue supporting the proposed in-service date <b>and the other requirements for BESS resources offered in this RFP.</b></li> <li>The proposed resource must have a separate and dedicated electrical interconnection point for the proposed resource’s exclusive use and must not be part of a shared facility-type structure or arrangement.</li> <li>The proposed resource must have exclusive and separate charging and discharging metering facilities and equipment in accordance with the MISO Tariff and Charging Transmission Service agreement or GIA, as applicable.</li> </ul>
<b>Transmission Service</b>	<p>Seller will be responsible for obtaining the following transmission services for the BESS resource, among others:</p> <ul style="list-style-type: none"> <li>Discharging: (i) ERIS and NRIS (both directly by Seller) or (ii) ERIS (directly by Seller) and NITS (indirectly through ELL) from MISO</li> <li>Charging: Charging Transmission Service.</li> </ul> <p>See Section 2.4 below for additional requirements and information regarding interconnection, deliverability, and transmission.</p>
<b>RFP and Contract Capacity</b>	<ul style="list-style-type: none"> <li>Total Capacity sought in this RFP: 1,100 MW (target).</li> <li>Minimum guaranteed Capacity for any proposal: 50 MW.</li> <li>Maximum guaranteed Capacity for any proposal: 250 MW.</li> <li>ESA transactions: Any proposal must be for the sale of all Products from the entire facility.</li> <li>BOT transactions: Any proposal must be for the sale of the entire facility.</li> </ul>
<b>Guaranteed Commercial Operation (ESA Transactions)</b> <b>Guaranteed Substantial Completion (<del>BOT and Self-Build</del>Ownership Transactions)</b>	<ul style="list-style-type: none"> <li><i>ESA transactions:</i> The Guaranteed Commercial Operation Date must be between January 1, 2028, and March 31, 2030. The contract start date for existing Eligible Resources must also be between January 1, 2028, and March 31, 2030.</li> <li><i><del>BOT and Self-Build</del>Ownership transactions:</i> The Guaranteed Substantial Completion Date must be between January 1, 2028, and March 31, 2030. The acquisition date for existing Eligible</li> </ul>

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	Resources must also be between January 1, 2028, and March 31, 2030. <ul style="list-style-type: none"> <li>The Guaranteed Commercial Operation Date (ESA) and Guaranteed Substantial Completion Date (<u>BOT Ownership Transactions</u>) will be subject to extensions for specified delays/events, including force majeure (subject to an extension cap and limitations).</li> </ul>
<b>ESA Delivery Term</b>	A minimum of ten (10) consecutive years and a maximum of twenty (20) consecutive years.

The preceding Table omits many items that are or could be considered key scoping items, including terms related to items generally described in Section 2 below. The scope and terms of this RFP are established by the terms set forth in the entirety of the documents, materials, and information provided to Bidders in this RFP, including, without limitation, the Model BESS BOT Agreement and the Model BESS ESA, the model Scope Book (BOT transactions only), and Appendix F. The Tables Table in this Section 1.9 are is not, and should not be construed as, a substitute for the other provisions of this RFP.

## 2 PROPOSALS

### 2.1 BESS BOT Proposals - High-Level Overview of Select Commercial Terms

The following highlights, in summary form, a few basic commercial terms and considerations for the BESS BOT resource acquisition(s) sought by this RFP. Details of the commercial terms of BOT transactions and considerations for BOT proposals and potential BOT transactions under this RFP can be found in Appendix B-1 (Model BESS BOT Agreement), Appendix B-2 (Model BESS BOT Scope Book), Appendix F (Credit and Collateral Requirements), and elsewhere in this RFP.

- BOT Structure.* With the BOT structure, Seller would agree to develop, design, procure, build, commission, test, and sell the proposed project to Buyer for a pre-agreed purchase price. Buyer would buy the project and related assets from Seller at the consummation of the purchase (“**Closing**”), after each of the Closing conditions has been fulfilled or waived. Prior to the Closing, Seller, as the project owner, would own and have care, custody, and control of the project, including the project site, and would bear development, construction, financing, and project completion risk, as well as risk of loss for the project. Seller’s obligation to commence construction of the project would be conditioned on the satisfaction of several Buyer FNTP conditions, including Buyer’s receipt of regulatory approvals on terms acceptable to Buyer in its sole discretion. After the Closing, Seller would be required to complete the remaining EPC work in accordance with the terms of the Definitive Agreement through Final Completion. Care, custody, and control of the project would transfer to Buyer shortly after Substantial Completion, at the Substantial Completion Payment Date. (Buyer will technically acquire care, custody, and control at the Closing and immediately delegate it back to Seller.) The Model BESS BOT Agreement, which reflects the BOT structure, is essentially a hybrid contract

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incorporating EPC principles (roughly, Articles 2-15) and generation asset acquisition terms (roughly, Articles 16-25).

- *Purchase Price.* For BOT transactions, the purchase price for the project and the other project assets will be payable by Buyer to Seller at three major milestones: the Closing, the Substantial Completion Payment Date, and Final Completion. The portion of the purchase price payable at the Closing will depend on whether Seller will finance the project with internal or unaffiliated third-party funding. If the project is financed with internal funding, the Closing payment will be approximately 20% of the purchase price or, if Bidder elected in the applicable proposal to be paid a greater percentage of the purchase price at the Closing, the agreed percentage, up to 80%. Alternatively, if the project is financed with external funding, the Closing payment will be 80% of the purchase price, except as provided in Appendix F. The balance of the purchase price, less a holdback securing the completion of agreed punch list items, will be payable at the Substantial Completion Payment Date. Assuming Seller's performance of the remaining work, the punch list holdback will be paid at Final Completion. There will be no progress, mobilization, or other comparable payments of the purchase price.

The BOT purchase price Bidders offer in this RFP must be an "all-in" purchase price. In developing the purchase price, Bidders should take into account, among other things, development, study, engineering, procurement, transportation, permitting, design, financing, construction, installation, disposal, commissioning, testing, interim operation, maintenance, repair, replacement, interconnection, deliverability, transmission (including, without limitation, required upgrades), real property, reporting, access, regulatory, contracting, environmental, risk management/insurance (including, without limitation, the builder's all risk policy required by this RFP and hedging), taxes (including, without limitation, transfer, sales, and use taxes, import tariffs, and customs duties), compliance with prevailing wage and apprenticeship and other tax credit accreditation requirements, Closing, asset transfer, transaction, contingency, warranty, credit, and all other Seller project costs and risks and Seller's required return on investment considering the terms set forth in this RFP, including, without limitation, the Model BESS BOT Agreement, the Model BESS BOT Scope Book, Appendix F, and the terms of Bidder's proposal. Without limiting other RFP rules and requirements, Bidders must express the purchase price in BOT proposals as a single fixed price. Bidder's proposed purchase price should be included in Appendix D, Attachment A (Cost Components).

- *Tax Credits.* Buyer will require at the Closing the exclusive entitlement to and transfer of all applicable investment tax credits ("**ITC**") and any other renewable energy tax credit for which the project is or would be eligible after issuance of this RFP, depreciation, and similar tax benefits, and the rights thereto, associated with the project. Seller will be required to (i) commit to deliver a project that satisfies the prevailing wage and apprenticeship ("**PWA**") requirements provided for under Section 48E of the Internal Revenue Code of 1986 ("**Code**"), as amended, and related U.S. Department of Treasury regulations, Internal Revenue Service guidance published in rulings, notices, or bulletins, or other rules, regulations, or laws applicable to the proposed project (together, "**Government Guidance**"), and, if offered, the "domestic content"

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and/or “energy community” requirements provided under similar Code sections and related Government Guidance, and (ii) provide a guaranteed ITC percentage for the facility. In connection with its PWA commitments, Seller will be required to collect, maintain, and provide all documentation establishing PWA compliance to Buyer or Buyer’s PWA record agent, and to cure and indemnify Buyer against PWA non-compliance liabilities. If the project is proposed to qualify for any of the tax credit adders, e.g., the energy community adder and the domestic content adder, Seller must be able to demonstrate the project would comply with the requirements for such adder(s). For projects that were not safe harbored by December 31, 2025, the “material assistance” rules under Code Sections 48E and 7701(a)(52) and Government Guidance will be required to be satisfied. Seller’s tax credit-related and other tax representations and warranties in the Definitive Agreement and tax certificates will be among several uncapped “fundamental” representations and warranties of Seller for purposes of its post-Closing indemnity obligations to Buyer.

- *Closing.* The Closing will be required to occur between the time the facility achieves Mechanical Completion and when it first energizes to the interconnected electric transmission grid. The Closing will be conditioned on the satisfaction (or waiver) of numerous Closing conditions, including, among others, the delivery to Buyer of an agreed ITC tax opinion, as applicable, and related certificates, the transfer to Buyer of clear title to the purchased assets (excepting only permitted encumbrances), the truth and accuracy of Seller representations and warranties, and the provision of necessary credit support. Risk of loss will transfer to Buyer upon the Closing.
- *Substantial Completion.* The BOT agreement will include a Guaranteed Substantial Completion Date, which may be adjusted by change order, as described below. Assuming FNTP occurs, the resource will be required to achieve Substantial Completion by the Guaranteed Substantial Completion Date. Except as set out below in “Change Orders,” the Guaranteed Substantial Completion Date must be, at the time the BOT agreement is signed, no later than March 31, 2030. Seller will owe liquidated damages to Buyer if the resource has not achieved Substantial Completion by the Guaranteed Substantial Completion Date. Certain Seller representations and warranties will be required to be true and accurate on the Substantial Completion Payment Date. Substantial Completion will be contingent on the satisfaction (or waiver) of numerous Substantial Completion conditions, including satisfactory completion of project performance tests, e.g., capacity tests, that will be dependent on the resource type.
- *Change Orders.* The project and/or project schedule, including the Guaranteed Substantial Completion Date, may be modified by change orders issued by Buyer due to force majeure preventing Seller’s performance of its work, due to defined Buyer-caused delays, or in the exercise of Buyer’s discretion. The project schedule may be extended by force majeure, via change order, for up to a maximum total of 150 days, with certain exceptions. If the proposed Guaranteed Substantial Completion Date is earlier than [March 31, 2030]<sub>2</sub>, the 150-day force majeure cap will be increased one day for each day that the proposed Guaranteed Substantial Completion Date is before [March 31, 2030]<sub>2</sub> up to a maximum of 30 additional days.

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Any change order for force majeure will be exclusively for project schedule relief; as between Seller and Buyer, Seller will have sole responsibility for any incremental costs arising out of a force majeure affecting its work. Qualifying changes in law occurring after execution of the BOT agreement and affecting Seller's work will be considered force majeure events and will not give rise to non-force majeure change order rights for Seller. Purchase price increases due to Buyer discretionary change orders may not exceed in the aggregate 7.5% of the purchase price. No purchase price increases due to Buyer discretionary or Buyer-caused delay change orders will be payable to Seller except as part of any Buyer purchase price payment.

- *Warranties.* Seller will be required to obtain project equipment and other warranties with respect to the work, including, without limitation, a project warranty from the prime EPC contractor(s) and equipment warranties for certain items of equipment. All warranties obtained by Seller prior to the Closing (but not the underlying contracts themselves) will be required to be listed, described (e.g., term, start and end date, coverage), and transferred to Buyer at the Closing. This RFP does not obligate Seller to provide a comprehensive "wrap" warranty of the project work.
- *Credit.* Under the terms of this RFP, Seller will be required, without exception, to post and maintain credit support as provided in the Model BESS BOT Agreement, as applicable, and Appendix F and to certify at proposal submission its understanding and acceptance of the core credit support terms. Appendix F includes other essential information concerning the production and disclosure of financial information as part of the Proposal Submission Process, the evaluation of credit information and proposals provided in this RFP, and limitations on Bidder special considerations related to credit terms.
- *Buyer Assignment Rights.* Among other assignment rights, Buyer will have the right to assign its rights and obligations under the BOT agreement to an Affiliate of Buyer, including an Affiliate of Buyer created as part of a tax equity arrangement for the project. In the event of such an assignment, ELL will be liable as a guarantor of the assignee's financial obligations under the BOT agreement.
- *Interconnection, Deliverability, Transmission.* Please see Section 2.4 below.

As indicated previously, the foregoing is not intended, and should not be construed, as an exhaustive listing of important commercial terms for any BOT transaction arising out of this RFP. As part of Proposal Submission, please provide a complete redline of the Model BESS BOT Agreement and Model BESS Scope Book that is consistent with the requirements of Section 2.3 (Proposal Development and Special Exceptions) below.

## **2.2 BESS ESA Proposals - High-Level Overview of Select Commercial Terms**

The following highlights, in summary form, a few basic commercial terms and considerations for the ESA(s) sought by this RFP. Details of the commercial terms of ESA transactions and

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considerations for ESA proposals and potential transactions under this RFP can be found in Appendix C (Model BESS ESA), in Appendix F (Credit and Collateral Requirements), and elsewhere in this RFP.

- *ESA Products.* The ESAs being sought are for the long-term purchase of Capacity, Energy, Capacity-Related Benefits (such as ZRCs), Other Electric Products, and Environmental Attributes from an Eligible Resource and related services.
- *ESA Guaranteed Commercial Operation Date.* The solicited ESAs are required to have a Guaranteed Commercial Operation Date (or, for existing BESS resources, a Delivery Term Commencement Date) no later than March 31, 2030. Seller will be required to transfer the quantity of ZRCs for which the Facility qualifies (or would have qualified had it achieved Commercial Operation at the Storage Expected Capacity) for each Season of each Planning Year commencing on the year of the Guaranteed Commercial Operation Date.
- *ESA Pricing.* A proposal's pricing (expressed in \$/kW-month) must reflect an "all-in" price (including all related fees and expenses) that ELL would pay to Seller, on an availability basis, for all inputs, goods, services, work (including, without limitation, development, engineering, procurement, and construction work), and costs and risks related to, and products associated with, the storage, provision, generation, and delivery to ELL of Capacity, Energy, Capacity-Related Benefits (such as ZRCs), Other Electric Products, and Environmental Attributes and Seller's performance and risks under the ESA (including the costs associated with the Seller's obligation to act as Market Participant, operate and charge and discharge the BESS resource to maximize the margins for Buyer on Energy and Other Electric Product provided therefrom into the MISO market, and any costs for Seller or a third party contracted by Seller to serve as the Market Participant, operator, or asset manager of the BESS resource). ELL will not agree to accept negative price margins or associated risks in connection with any dispatch of the BESS resource. The pricing will be either fixed for the entire Delivery Term or defined annually (as proposed by Bidder). Seller will be paid on a monthly basis and the availability price each month will be subject to reduction if the actual monthly availability is less than the expected availability under the ESA. Bidder's proposed pricing should take into account any tax credits and tax benefits associated with the resource and accruing to the project owner. The pricing should not include the cost to periodically charge the BESS during the Delivery Term; those costs will be offset against the monthly Energy and Other Electric Product revenue passed through to Buyer each month.
- *Energy Delivery Requirements.* ESAs will include guaranteed annual availability minimums entitling ELL to terminate the ESA for specified failures to meet energy delivery minimums over any two (2) consecutive contract years or any three (3) contract years (whether or not consecutive).
- *Delivery Term.* The minimum and maximum Delivery Terms for ESAs are ten (10) and twenty (20) consecutive years, respectively. The Delivery Term for any individual ESA is expected to be based upon the Delivery Term specified in the proposal giving rise to the ESA. If the

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Delivery Term would expire on a date that is not the end of the MISO Planning Year as recognized by the applicable Balancing Authority (May 31 under the current MISO Rules), ELL will have an option, exercisable at no cost to ELL, to extend the Delivery Term on the same commercial terms and applicable pricing under the Definitive Agreement, so that it terminates at the end of such planning period.

- *Product Deliveries/Financial Settlement.* Seller will be required to make available or deliver, as applicable, all Products from the BESS resource at the Electric Interconnection Point/~~Injection Point~~ (except to the extent unavailability or non-delivery is excused contractually by force majeure and other availability or delivery excuses set forth in the ESA) and settle financially at the ELL Load Node all Storage Energy and Other Electric Products. Under this requirement, Seller will be responsible for any basis differential between the product price at the ~~Injection~~Electric Interconnection Point and the product price at the ELL Load Node and related costs. ELL may accept bid proposals for delivery and settlement at the Electric Interconnection Point, depending on the overall evaluation of the Proposal Package. As part of its delivery commitment, Seller will waive any and all QF put rights with respect to the Capacity contracted to Buyer under the ESA.
- *Liability Transfer.* ELL will not accept the risk that any long-term liability will or may be recognized on its (or any of its Affiliates') books in connection with any ESA entered into pursuant to this RFP, whether the long-term liability is due to lease accounting, the accounting for a variable interest entity or derivatives, or any other applicable accounting standard or requirement.
- *Credit.* Under the terms of this RFP, Seller will be required, without exception, to post and maintain credit support as provided in the Model BESS ESA and Appendix F and to certify at proposal submission its understanding and acceptance of the core credit support terms. Appendix F includes other essential information concerning the production and disclosure of financial information as part of the Bidder Registration Process and the Proposal Submission Process, the evaluation of credit information and proposals provided in this RFP, and limitations on Bidder special considerations related to credit terms.
- *Interconnection, Deliverability, Transmission.* Please see Section 2.4 below.

The foregoing is not intended, and should not be construed, as an exhaustive listing of important commercial terms for any ESA arising out of this RFP. Please refer to Appendix C for the Model BESS ESA for ESA proposal requirements. As part of Proposal Submission described below, for ESA proposals please provide a complete redline of the ESA Agreement that is consistent with the requirements of Section 2.3 (Proposal Development and Special Exceptions) below and to be reviewed as part of the evaluation process.

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## 2.3 Proposal Development and Special Exceptions

Bidders are responsible for developing and submitting proposals in accordance with the terms set forth, and information communicated to Bidders, in this RFP, including the terms of the model agreements. It is important that Bidders base their proposals on such terms and information and not the terms in any other RFP issued by or any previous contract entered into with ELL or an Affiliate of ELL. Bidders are cautioned against relying solely or principally on the summaries included in the Main Body document when developing proposals for this RFP, submitting proposals without a reasonably complete understanding of the terms set forth in this RFP and all Appendices, including the model agreements, made available to Bidders prior to proposal submission, or assuming that ELL will entertain or accept material changes to any terms of this RFP, which were developed for this RFP and apply to all Bidders.

ELL expects that the terms, conditions, and technical requirements of this RFP, including, without limitation, the applicable model agreement, the -Scope Book, and Appendix F, will be included or reflected in any Definitive Agreement executed for a proposal. Bidder will be charged with knowledge of the terms of this RFP, including, without limitation, the applicable model agreement(s), the Scope Book, and Appendix F, when ELL evaluates Bidder's proposal(s) and during any negotiation of the Definitive Agreement. In the event of any inconsistency between a provision in the applicable model agreement, including between the Main Body and the applicable model agreement, the model agreement will control.

Subject to the other terms of this RFP, including, without limitation, Section C of Appendix F, Bidders are permitted to make special exceptions to terms included in the model agreements and the Scope Book that they are unwilling to accept. Each Bidder is required to include with its proposal (i) a legible, electronically generated redline mark-up of the applicable model agreement and, for BOT transactions only, the Scope Book showing the proposed modification(s) to or resulting from each provision it is unwilling to accept and (ii) an issues list or log setting forth and providing a reasonably complete and reasonably detailed summary of the issues raised by Bidder. Redline agreements or special exceptions in which Bidder (a) reserves wholesale rights to make comments on terms or conditions included in a Definitive Agreement, (b) makes widespread, wholesale, or fundamental changes to material terms or conditions set forth in the applicable model agreement and, for BOT transactions only, the applicable model Scope Book, (c) conditions its proposal on the acceptance of material terms or conditions not accepted by ELL in the ordinary course of business or that would materially diminish the value of the resource to ELL, the viability of the proposal, or the likelihood of a Definitive Agreement based on the proposal, (d) takes exception to commercial terms without reasonably complete and detailed explanations or when such exceptions are not permitted by the express terms of this RFP, including Appendix F, or (e) takes actions the effect of which would be similar to those resulting from the actions described in the foregoing clauses (a)-(d) are not contemplated and are grounds for a proposal's elimination from consideration in this RFP, following consultation with the IM. Bidder-provided redline agreements and special exceptions (and summaries thereof) will be reviewed in the proposal evaluation phase of this RFP. The results of ELL's review of Bidder's special exceptions may adversely or positively affect the proposal's evaluation and/or ranking.

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For purposes of the proposal evaluation and contract negotiations, Bidder will be deemed to have accepted any provision of the applicable model agreement and, for BOT transactions, the Scope Book that is not shown as marked or expressly noted as covered by a prior edit to the agreement or the Scope Book.

Notwithstanding anything in this RFP to the contrary, ELL's acceptance or selection of a proposal containing redlines of the applicable model agreement, or Scope Book or other special exceptions does not mean that ELL agrees with the exceptions or will agree to or accept the exceptions (or variants of the exceptions) in any negotiation of a Definitive Agreement. Without limiting the other terms of this RFP, including this Section 2.3, Section 6.5 below (Multi-Person Bids), and the Special Considerations section of Appendix F, ELL reserves all rights in any proposal evaluation or negotiation involving the exceptions, including, without limitation, the right not to accept or agree to any of the exceptions (or any variant thereof), the right not to pay Bidder or Seller any incremental amount or consideration if ELL does not accept or agree to any particular exception or any proposed compromise, and the right to terminate negotiations if Bidder or Seller requires ELL to agree to any particular exception (or any variant thereof) as a condition to continued discussions.

## **2.4 Interconnection, Deliverability, and Transmission Considerations**

This Section 2.4 identifies and addresses certain interconnection, deliverability, and transmission requirements and related matters that Bidders should consider when contemplating or preparing a proposal for this RFP. This RFP requires that any proposed BESS BOT resource interconnect directly to the MISO Transmission System in the Louisiana portion of ~~MISO (LRZ-9)~~ and any proposed BESS ESA resource interconnect directly to the MISO Transmission System in LRZ-9.

### **2.4.1 Required Interconnection, Deliverability, and ~~Charging~~ Transmission Service**

Subject to the following paragraph, Seller will be required under the Definitive Agreement to obtain, and bear the full costs and risks of the arrangement, procurement, receipt, and maintenance of, the interconnection, deliverability, and transmission service necessary for the resource to make available and deliver to the Electrical Interconnection Point (and financially schedule at the ELL Load Node, as applicable) the full Energy output, Capacity, and Other Electric Products of the resource and as otherwise required by this RFP, including, without limitation, (i) the electrical interconnection of the resource to the host utility at a transmission voltage level and the establishment of the Electrical Interconnection Point as a separate (and the exclusive) commercial pricing or settlement node for the resource (with the resource being the only source of energy injection at the Electrical Interconnection Point for settlement purposes), (ii) ERIS and either NRIS or, subject to the other terms in this Section 2.4, NITS in an amount equal to at least the guaranteed Capacity of the BESS resource (as set forth in the applicable proposal and Definitive Agreement), (iii) the interconnection, deliverability, and firm transmission service necessary for the delivery to and receipt by the BESS resource of the energy required to fully charge the BESS resource, over the life of the resource (BOT transactions) or the Delivery Term (ESA transactions), and (iv) for ESAs, the delivery and financial settlement of Storage Energy and Other Electric Products in accordance with Section 2.4.3 below. If Bidder elects in its

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proposal to meet its discharge interconnection, deliverability, and transmission service requirements through NITS instead of through NRIS, ELL will be responsible for applying for and seeking to obtain NITS for the project from MISO at Seller's cost and risk. Seller will be required to take such actions as ELL may reasonably request in connection with ELL's efforts to apply for and obtain NITS for the resource, including, without limitation, (a) paying in advance for all NITS application and study costs and expenses, (b) timely executing and providing documents, material, and information as required or requested by MISO, transmission owners, or Balancing Authorities, (c) making payments and providing credit support directly to MISO, transmission owners, or other third parties as may be required or requested under the applicable rules, regulations, and tariffs or agreements with MISO, transmission owners, or third parties concerning NITS for the resource, and (d) negotiating supporting agreements with ELL or third parties. ~~Similar Seller obligations will apply to the extent Seller may only receive the transmission service necessary for the delivery to and receipt by the BESS resource of the energy required to fully charge the BESS resource by having ELL (through its transmission organization) submit the required transmission service request therefor and procure such service.~~ The Closing (BOT transactions) and Delivery Term commencement (ESA transactions) will be conditioned on the completion of all upgrades, improvements, and other actions necessary for the receipt of the required interconnection, deliverability, and transmission service and recognition by MISO and/or other applicable Balancing Authority that such service has been obtained and is in full force and effect.

For ESA transactions, the interconnection, deliverability, and transmission costs for which Seller will be responsible include, among others, (1) all applicable transformer, line losses, congestion charges, and other costs ~~to the ELL Load Node~~ and (2) the costs of upgrades and improvements assigned to Seller under the applicable interconnection, deliverability, and transmission agreement(s) with MISO, and the transmission owner, except to the extent stated to be the exclusive cost responsibility of the applicable transmission provider, or transmission owner under the applicable tariffs, rules, regulations, or requirements of, or generator interconnection or other agreements with, such transmission provider, transmission owner, or Balancing Authority (but without limiting the full allocation under this RFP of NITS costs or charging transmission service costs to Seller). For BOT transactions, the interconnection, deliverability, and transmission costs for which Seller will be responsible include, among others, all costs as described in clause (2) above. As with other Bidder costs, Bidder will be responsible for reflecting these costs in Bidder's proposed pricing. Under the terms of this RFP, each Bidder is required to provide, among other things, transmission interconnection and network upgrade cost estimates for Transmission Owner's Interconnection Facilities, Stand Alone Network Upgrades, Affected System Upgrades, Network Upgrades, and Charging Transmission Service and include those cost estimates in the purchase price breakdown in Appendix D, as applicable.

#### **2.4.2 Interconnection and ~~Charging~~ Transmission Services Applications**

Under the current MISO Rules, the receipt of interconnection, deliverability, and transmission services from MISO, including, without limitation, (i) ERIS and NRIS, for delivering and transmitting Energy and other products to and on the MISO Transmission System from a BESS resource in MISO, and (ii) Charging Transmission Service, for transmitting and delivering power needed to charge a utility-scale BESS resource in MISO, requires the submission to MISO of a generator interconnection

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application under the applicable generator interconnection process and a Transmission Service Request under the MISO Tariff. To maintain the schedule contemplated by this RFP, Bidder or a Bidder Affiliate must have obtained, or be in the queue to obtain, a GIA with MISO and the owner of the transmission system directly interconnecting to the proposed resource that supports its proposal(s) and meets the requirements of this RFP, including, without limitation, those described in Section 1.9 above and this Section 2.4. The GIA must provide that the project has or will receive (or, if there is no GIA, the GIA application must request the project's receipt of) at least the amount of ERIS and NRIS necessary for the resource to obtain the amount of ERIS and NRIS specified in clause (ii) of the first paragraph of Section 2.4.1 above. The terms of the Charging Transmission Service must provide that the BESS resource has or will receive (or, if there is no Charging Transmission Service, ~~the TSR for the BESS as of the time of proposal submission, the TSR for the Charging Transmission Service, when submitted,~~ must request the project's receipt of) at least the amount of Charging Transmission Service necessary for the resource to obtain the amount of Charging Transmission Service specified in clause (iii) of the first paragraph of Section 2.4.1 above. The seller under an ESA or a BOT transaction will be required to have the Charging Transmission Service in full force and effect as of the Commercial Operation Date (ESA) or the Closing (BOT). In addition, the seller under a BOT transaction will be required to have a binding contract to receive the Charging Transmission Service prior to issuance of the FNTF pursuant to the Definitive BOT Agreement. Bidder must provide a complete and accurate copy of the submitted MISO generator interconnection service application as part of its Proposal Package.

### 2.4.3 Product Deliveries and Financial Settlement

It is not necessary for Bidder or Seller to have received for the proposed resource the results of a MISO DPP study, or any other interconnection, deliverability, or transmission service study, or executed the GIA or any other agreement necessary for receipt of the interconnection, deliverability, and transmission service required hereunder, in order for Bidder to submit a proposal. Except to the extent ELL otherwise agrees in writing, pending execution of the GIA for Bidder's proposed resource, a resource in the MISO Definitive Planning Phase (DPP) queue must remain in the DPP queue (or have transitioned to an executed GIA) to be an Eligible Resource in this RFP. If during the pendency of this RFP the resource does not remain in the queue to obtain the required service (or transitioned to an executed GIA) or loses the right to obtain or receive such service, or Bidder materially modifies the terms of its application or request for such service, Bidder must promptly notify the Bid Event Coordinator, and any Bidder proposal backed by such resource will be subject to elimination. Bidders should bear in mind that the generator interconnection, deliverability, and transmission processes utilized by MISO operate on timelines and contain requirements that are independent of this RFP and may necessitate the expenditure of costs by Bidders for their proposed resources to remain in the queue or eligible to participate in this RFP.

For any ESA arising out of this RFP, Seller will be required to make available Storage Capacity and deliver Storage Energy and Other Electric Products at the ~~Injection~~Electric Interconnection Point. The financial settlement of Storage Energy and any Other Electric Products provided by Seller under the ESA will reflect the basis differential, if any, for Energy or Other Electric Products between the ~~Injection~~Electric Interconnection Point and the ELL Load Node in the applicable market (e.g., day-

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ahead or real-time) and related deliverability, loss, congestion, and other costs, including, without limitation, the same and/or similar costs from the Electrical Interconnection Point to the Injection Point-ELL Load Node, unless Bidder submits, and ELL selects, in its sole discretion, a proposal with delivery and settlement of Storage Energy and Other Electric Products at the Electric Interconnection Point. In addition, Seller will be required to register and transfer Environmental Attributes to Buyer, which shall be accomplished by the means specified by Buyer and in accordance with the requirements of the Model BESS ESA.

#### **2.4.4 Market Participant Services**

Any BOT agreement based on a proposal offered into this RFP will require Seller and Buyer to commit to enter into a “MISO Agreement.” Among other things, the MISO Agreement will obligate Buyer or its designee to serve in MISO as the Market Participant for the resource, subject to the potential transfer of its Market Participant rights and duties to Seller if the BOT Transaction terminates prior to the Closing. The costs that Buyer or its designee incurs as the Market Participant for the resource before the Closing will be for Seller’s account. The MISO Agreement will include certain limitations on Buyer’s or its designee’s rights and liabilities as the Market Participant and impose certain obligations on Seller during the period before the Closing that reflect Buyer’s contingent rights to the resource.

For ESAs, subject to certain limitations, ELL will have, throughout the Delivery Term, the right to determine from time to time whether ELL (or a designee) or Seller will serve as the “Market Participant”<sup>22</sup> for the BESS resource before MISO and how the resource will be registered with MISO. ELL currently expects that it will require Seller to serve as the Market Participant for the ESA resource and to register the ESA resource with MISO as a Capacity Resource. As the Market Participant for the resource, Seller would be responsible for, among other things, submitting financial schedules to MISO for deliveries of Storage Energy ~~[to and]~~ from the resource under the Definitive Agreement. Without limiting the other provisions of this Section 2.4 or the Model BESS ESA, Seller will be responsible for and bear any and all costs and risks associated with financially scheduling Storage Energy, including, without limitation, electric losses, MISO fees, charges, and other costs related thereto (e.g., financial scheduling fees, administrative costs, transaction charges).- Please see Appendix C (Model BESS ESA) for additional information regarding Seller’s responsibilities and obligations if Seller is the Market Participant for a contracted ESA resource under this RFP.

#### **2.4.5 Network Resource Qualification**

ELL expects to seek to qualify any resource selected from this RFP as a Network Resource of ELL in MISO. The Definitive Agreement will require Seller, subject to ELL’s direction to the contrary, to take all actions necessary or advisable to cause the resource to be qualified and/or recognized in MISO as a Network Resource of ELL in MISO, with the full required interconnection, deliverability, and transmission service for the resource, and to cause ELL to be eligible for and receive all transmission rights and entitlements associated with the contract Capacity of the resource, including, without limitation, auction revenue rights and financial transmission rights.

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## **2.5 ESA Cost Recovery**

Seller will be required to absorb the risks of the possible disallowance, disapproval, or preclusion of recovery by the LPSC and/or other Governmental Authorities of ELL costs arising out of or relating to (i) Seller's negligence, fraud, willful misconduct, or other act or omission in connection with an ESA resulting from this RFP or (ii) a breach of Seller's obligations under such ESA ("**Cost Recovery Risks**"), excluding certain limited Cost Recovery Risks that will remain with ELL ("**ELL-Allocated Cost Recovery Risks**"). ELL-Allocated Cost Recovery include (a) costs incurred by ELL in connection with the applicable ESA for which recovery was expressly disallowed, disapproved, or denied by the LPSC in its final order approving the ESA and (b) payments or costs or expenses incurred by ELL in connection with the applicable ESA due exclusively to the active fault of ELL. Cost Recovery Risks expected to be borne by Sellers include, without limitation, unrecovered costs to replace Storage Capacity, Capacity-Related Benefits, Storage Energy, Environmental Attributes, and Other Electric Products not provided to ELL by Seller under the applicable ESA.

## **2.6 Environmental Considerations**

Among other things, Bidder must include in its responses to Appendix C viable environmental compliance plans and provide reasonable support for the viability of the plan. The plan must include for developmental resources and, to the extent applicable, for existing resources reasonable descriptions of Bidder's plan to engineer, design, develop, procure, build, test, own/lease, operate, maintain, and repair the project (including the project site) in compliance with all applicable environmental laws (including regulations), permits, authorizations, and other requirements. Bidder must show for developmental resources that a recent "Phase I ESA" or more comprehensive environmental site assessment of the project site has been performed, environmental and other due diligence has been completed for the project (including the project site), and action plans have been established to a level sufficient to support all permitting and material environmental attribute accreditation activities.

## **2.7 Equipment and Design Requirements**

Certain equipment and design requirements for resources proposed in this RFP are set forth in Appendices B-1 (Model BESS BOT Agreement) and B-2 (Model BESS Scope Book) and Attachment B-1 to Appendix C (Model BESS ESA). The operational, performance, and design-related criteria referenced herein are key components of a resource's ability to meet the requirements for products solicited in this RFP and will be part of the quantitative and qualitative evaluation of proposals submitted in response to this RFP. Bidders should be prepared to submit a comprehensive response to the due diligence requests for information on these subjects.

## **2.8 Supplier Information**

Any project arising out of this RFP is expected to generate commercial opportunities for businesses that supply goods and services to the resources solicited by this RFP. ELL has an interest in understanding the effects of proposed projects on businesses located in the State of Louisiana.

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Appendix H includes information regarding local suppliers that Bidders are required to provide as part of their Proposal Packages and/or should consider when developing the terms of their proposals.

### 3 SELF-BUILD OPTION

ELL may submit into this RFP one or more BESS projects as self-build options (each, a “**Self-Build Option**”). Each Self-Build Option must be for a BESS facility that is consistent with this RFP’s design criteria for developmental generation resources and within the capacity requirements defined in this RFP.

A Self-Build Option may utilize existing infrastructure and resources at ELL sites, including existing administrative or plant support infrastructure (e.g., office facilities). Generation from the facilities may interconnect with the existing ELL transmission facilities located at or near the site. The Self-Build Option(s) will be considered as an alternative to third-party proposals submitted into this RFP. If one or more third-party resources from the RFP are selected for contract negotiations, ELL may continue to take the steps necessary to preserve one or more of the Self-Build Options as a viable option in case negotiations with a third party do not lead to a Definitive Agreement.

ELL will require that the completed submission for any Self-Build Option, including the cost estimate for the Self-Build Option (a “**Self-Build Option Proposal**”), be submitted to the Bid Event Coordinator and the IM prior to the receipt of proposals from all other Bidders, and no later than 5 p.m. CPT on the day before the first day of the Proposal Submission Period (the “**Self-Build Option Proposal Submission Deadline**”).

The IM, in consultation with ELL, may choose to retain an independent consulting engineer to evaluate the reasonableness of the construction cost estimates of the Self-Build Options and, potentially, to undertake a similar evaluation for any other resource supporting a proposal submitted in this RFP. The IM may instead choose to assess the reasonableness of such estimates by reference to other relevant and competent information available to the IM. The IM will consult with ELL to (i) determine a process for selecting and retaining the independent consulting engineer, (ii) develop the scope of work to be performed by the consulting engineer, and (iii) determine how the engineer’s report will be utilized in this RFP. In addition, ELL may retain an independent consulting engineer to estimate the cost to Buyer to have an independent owner/buyer’s engineer monitor the development and construction of a proposed third-party resource after selection through the completion of construction and provide related engineering services to protect Buyer’s interest.

### 4 RFP PROCESSES

#### 4.1 RFP Schedule

##### 4.1.1 Overview

The RFP Schedule is critical for Bidders interested in participating in this RFP. The RFP Schedule in Table 2 below sets forth the milestone events and the corresponding milestone dates for

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this RFP. The milestone events and dates are subject to change. After consultation with the IM, notice of any change to the then-current RFP Schedule will be posted on the 2025 ELL BESS RFP Website.

**Table 2. RFP Schedule**

RFP Milestone	Milestone Date
<b>Draft RFP Documents Posted</b>	December 22- <del>26</del> , 2025
<b>Bidder Comment Period</b>	8:00 a.m. CPT on December 22, 2025 until 5:00 p.m. CPT on January <del>6</del> <del>22</del> , 2025*
<b>Final RFP Documents Posted</b>	<del>January 14</del> <del>March 3</del> , 2026*
<b>Bidder Registration Period</b>	8:00 a.m. CPT on <del>February 9</del> <del>March 17</del> , 2026 until 5:00 p.m. CPT on <del>February 13</del> <del>March 23</del> , 2026*
<b>Proposal Submission Fee Payment Deadline</b>	5:00 p.m. CPT on <del>March 18</del> <del>April 13</del> , 2026*
<b>Proposal Submission Period - Self-Build Options</b>	8:00 a.m. CPT on <del>April 6</del> <del>May 4</del> , 2026 until 5:00 p.m. CPT on <del>April 10</del> <del>May 8</del> , 2026*
<b>Proposal Submission Period - All Other Proposals (i.e., proposals that are not Self-Build Options)</b>	8:00 a.m. CPT on <del>April 13</del> <del>May 11</del> , 2026 until 5:00 p.m. CPT on <del>April 17</del> <del>May 15</del> , 2026*
<b>Notice to Bidders of ELL Primary and Secondary Selection List Selections</b>	<del>July</del> <del>August</del> 2026*
<b>Due Diligence and Negotiations Begin</b>	<del>August</del> <del>September</del> 2026*
<b>Bidder(s) Remaining on Secondary Selection List Released from Proposals</b>	<del>November</del> <del>December</del> 2026*
<b>Definitive Agreements Executed**</b>	<del>March</del> <del>April</del> 2027*
<b>Regulatory Approval Process Complete**</b>	<del>March</del> <del>April</del> 2028*

\*The milestone dates accompanied by an asterisk are target dates subject to change.

\*\*The time required to negotiate and execute Definitive Agreements typically varies by transaction type and depends upon numerous other factors. Similarly, the date on which the regulatory approval process concludes for a transaction turns on the execution date of the Definitive Agreement, the amount of docket congestion, the issues presented by the regulatory approval request, and other circumstances that can differ materially from transaction to transaction.

Without limiting Appendix E (Reservation of Rights and Other RFP Protections), ELL reserves the right to modify this RFP Schedule (including any milestone or milestone date) at any time in its sole discretion. ELL will endeavor to timely notify all participants in this RFP of any such modification.

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#### 4.1.2 Draft and Final RFP Documents

~~The RFP documents dated December 22, 2025, are drafts and remain under internal review. They are being circulated in draft form to allow interested Persons an opportunity to consider and comment on the drafts. Comments are encouraged, particularly from potential Bidders and interested Governmental Authorities. ELL will accept written feedback on the RFP documents until the deadline in the RFP Schedule for delivering comments to ESL has lapsed (“**Comment Deadline**”). ELL desires to receive all comments on the draft RFP documents by the Comment Deadline in order to have sufficient time to process and develop a final position on the comments, and make any necessary language adjustments, by the date scheduled for publication of the final RFP documents. All comments should be directed to the Bid Event Coordinator, as contemplated by Section 6.2 below. ELL is under and assumes no obligation to change any term of any RFP document in response to any comment submitted by any prospective Bidder or other Person.~~

~~ELL will consider input received from potential Bidders, Governmental Authorities, and other interested Persons up to the Comment Deadline, in addition to, employees and representatives of ELL that provide feedback as part of their ongoing review of the RFP documents. ELL will issue the final RFP documents after the Comment Deadline. (See Section 4.1.1 above for the target issuance date as of the date of the draft RFP.) ELL will make those modifications to the draft RFP documentation that it, in its sole discretion, determines will enhance or improve this RFP or are otherwise appropriate. Changes to the initial drafts may or may not be material to this RFP. ELL expects to post the final RFP documents to the 2025 ELL BESS RFP Website. Although ELL does not anticipate changing the content of the RFP documents after the final versions are posted, it reserves the right to do so. The full set of draft RFP documents were made publicly available on December 26, 2025. The RFP documents dated March 3, 2026, have been posted and are the final RFP documents for this RFP, subject to ESL’s and ELL’s reservation of rights under Appendix E. The final RFP documents reflect consideration of input received during the comment period of the RFP schedule.~~

#### 4.2 Bidder Registration Process

To be eligible to submit a proposal, Bidder must complete the Bidder Registration Process during the Bidder Registration Period. Bidder Registration will begin at 8:00 a.m. CPT on the Bidder Registration start date specified in Table 2 (RFP Schedule) and end at 5:00 p.m. CPT on the Bidder Registration end date specified in Table 2 (the “**Bidder Registration Period**”, and the deadline for Bidder Registration, the “**Bidder Registration Deadline**”). In the event that ELL modifies the Bidder Registration start date or end date in this RFP, the Bidder Registration Period and the Bidder Registration Deadline will automatically adjust to reflect the modification(s).

To register for this RFP, Bidders are required to submit a completed Bidder Registration Agreement and the documentation requested therein to the Bid Event Coordinator, copying the IM, via email at the respective addresses provided in the Bid Event Coordinator and Independent Monitor sections above, by the Bidder Registration Deadline. Bidders will bear the risk of failing to submit a completed Bidder Registration Agreement and the documentation requested therein by the Bidder

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Registration Deadline. The Bidder Registration Agreement must be executed by an officer or other representative of Bidder who is authorized to sign on Bidder's behalf. Only Bidders registered in accordance with this RFP will be permitted to submit proposals in this RFP, and only proposals registered in accordance with this RFP will be eligible for submission. After completion of Bidder Registration, the Bidder will receive evaluation identification numbers for each registered proposal.

The following documentation is required to be submitted in this RFP to complete the Bidder Registration Process and to receive the necessary identification numbers:

- A completed Bidder Registration Agreement signed by an officer or other representative of Bidder who is authorized to sign the agreement on Bidder's behalf
- A completed Bidder Registration Form
- The executed GIA with MISO or, alternatively, the MISO DPP Application for the 2025 DPP queue or earlier, and the queue number assigned to the proposed resource

Evaluation Identification Numbers:

Following submission of its completed Bidder Registration Agreement and the documentation requested therein, Bidder will be issued a unique Bidder ID, a Resource ID for each registered resource, and a Proposal ID for each registered proposal. Bidder IDs, Resource IDs, and Proposal IDs will be used by Bidders in the Proposal Submission Process and in connection with the evaluation of proposal information received by ELL. The use of Bidder IDs, Resource IDs, and Proposal IDs is part of ELL's process to ensure that appropriate protections are in place to minimize the dissemination of information that explicitly identifies Bidders to individuals not involved in the RFP evaluation.

### 4.3 Proposal Submission Fees

Bidders are required to pay a Proposal Submission Fee of \$5,000 for each proposal registered in this RFP. Proposals that are alternatives to each other will be considered separate proposals, including proposals that include differences in pricing, the Guaranteed Substantial Completion Date (BOT transaction) or the Guaranteed Commercial Operation Date (ESA transaction), the Delivery Term (ESA transaction), and any other differences, and should be registered as separate proposals. No Proposal Submission Fee will be due for Self-Build Option Proposals (ELL would be paying itself).

ELL will bill Bidder the total Proposal Submission Fee due from Bidder for each proposal for this RFP within five (5) Business Days following the end of the Bidder Registration Period. Bidder will be required to remit payment of the Proposal Submission Fee(s) in full in accordance with the instructions provided in the invoice. Payment will be due by the date specified in Table 32 (RFP Schedule 32), as such date may be modified by ELL from time to time (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 may result in the elimination of such proposal from this RFP.

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If Bidder submits more than one proposal but pays less than the required Proposal Submission Fees for the proposals, and it is unclear which proposal(s) were not supported by payment of the required Proposal Submission Fee, ELL will have the discretion to determine which proposal(s) to eliminate or what other action(s) to take.

Proposal Submission Fees will be refunded to Bidders only in the following circumstances:

- Bidder registers a proposal and pays the Proposal Submission Fee but does not complete Proposal Submission for the registered proposal;
- Bidder registers a proposal, properly completes Proposal Submission, but subsequently withdraws the registered proposal prior to the Proposal Submission Deadline; or
- ELL cancels or terminates this RFP prior to completion of the evaluation of proposals for the Primary Selection List or the Secondary Selection List.

If Bidder, or any proposal submitted by Bidder, becomes ineligible or is eliminated from this RFP for any reason other than a reason set forth in the bulleted items immediately above, including, without limitation, if no proposals are selected for either the Primary Selection List or the Secondary Selection List after ELL has completed its evaluation of proposals, Bidder's Proposal Submission Fee(s) will not be returned.

#### 4.4 Proposal Submission

The “**Proposal Submission Process**” requires each Bidder to submit the following to ELL for each proposal registered in this RFP, unless stated otherwise below:

- A Proposal Submission Agreement signed by an officer or other representative of Bidder who is authorized to sign the agreement and tender the submitted proposal(s) on Bidder's behalf;
- A completed Proposal Submission Template (Excel sheet);
- ~~A redline of the Appendix B for the applicable Resource type for both the scope book and model agreement for~~ For BOT proposals, a redline of the Model BESS BOT Agreement and the Model BESS Scope Book (including completing ~~appendices~~ Appendix 3 to the Model BESS ~~BOT~~ Scope Book ~~needing Bidder input~~);
- For ESA proposals, a redline of the ~~Appendix C~~ Model BESS ESA;
- A completed Due Diligence Questionnaire (Appendix D and related attachments (as a point of emphasis, Bidders may not submit one set of responses and attachments covering two or more proposals), including each of the following:
  - Appendix D – Attachment A BESS Cost Components (Excel Sheet) (BOT proposals only);
  - Appendix D – Attachment B Form of Accounting Certification, duly completed and signed (ESA proposals only);
  - The required demonstration that Bidder or Seller has the requisite control over the project site;
  - A project summary as required by Appendix D.

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- The annual audited financial statements for the past two (2) years and the current year reviewed quarterly financial statements of Bidder (or, if different from Bidder, Seller), if any (the financial statement needs to include the independent auditor’s opinion and notes to the financial statements, the balance sheet, the income statement, and the cash flow statement);
  - Appendix F – Credit and Collateral Requirements Annex F-1 – Form of Credit Certification, duly completed and signed;
- The documents and information required to be provided by Appendix H Supplier Information;
- All other documents and information that Bidder is required to provide under this RFP for the proposal submitted (collectively, including the executed Proposal Submission Agreement, the “**Proposal Package**”).

All proposal submissions are required to be made through PowerAdvocate to the Bid Event Coordinator. Bidders should not send, and the Bid Event Coordinator will not accept, paper copies of proposals or proposals delivered other than through PowerAdvocate. Bidder must deliver the complete Proposal Package(s) for its proposal(s) by the Proposal Submission Deadline or the Self-Build Option Proposal Submission Deadline, as applicable, for the proposal(s) to be considered for this RFP.

After the Bid Event Coordinator has electronically received Bidder’s completed Proposal Package, Bidder will receive a confirmation of receipt from the Bid Event Coordinator. Bidder should contact the Bid Event Coordinator if confirmation is not received within two (2) Business Days after Bidder’s submission of the Proposal Package.

Bidder will bear the risk of any failure of Bidder to submit the completed Proposal Package by the Proposal Submission Deadline or the Self-Build Option Proposal Submission Deadline, as applicable, as required by this RFP. Proposals not delivered in accordance with the requirements of this RFP are untimely and may be eliminated from consideration in this RFP. Proposals that do not include all agreements, material, and information required by this RFP may be considered non-conforming and rejected on that basis.

## 5 PROPOSAL EVALUATION

### 5.1 Overview and Assessments

Following the Proposal Submission Deadline, the RFP evaluation will begin. Proposals remaining in this RFP after the Threshold Requirements compliance review will be evaluated to identify the most economic proposals and significant high-level risks or RFP nonconformities associated with such proposals. As part of the evaluation process, ELL may from time to time reduce the number of proposals under evaluation and may develop a preliminary shortlist of proposals for continued evaluation (the “**Shortlist**”). Proposals placed on the Shortlist or otherwise remaining in this RFP will be evaluated in greater detail. Applying qualitative and quantitative assessments, the proposals will be assigned a proposal ranking and a recommended disposition. A final list setting forth the proposal(s) (if any) selected for negotiation of a Definitive Agreement (the “**Primary Selection List**”) and the proposal(s) (if any) selected for possible negotiation of a Definitive Agreement (the “**Secondary Selection List**”) will be created.

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After the selection process has been completed and any selections made, the Bid Event Coordinator will notify each Bidder, with respect to each proposal it submitted, whether the proposal is on the Primary Selection List (if any), the Secondary Selection List (if any), or has been eliminated from further consideration in this RFP. Without limiting its rights under Appendix E, ESL expects to proceed to negotiate the terms of a Definitive Agreement with the Bidder(s) having a proposal on the Primary Selection List. If those negotiations terminate or are suspended, or if ESL determines negotiations with any Bidder having a proposal on the Secondary Selection List are appropriate, ESL may negotiate commercial terms with one or more Bidders on the Secondary Selection List.

The proposal evaluation process in this RFP will be carried out by five (5) separate evaluation teams (each an “**Evaluation Team**”):

- the Economic Evaluation Team (“**EET**”);
- the Viability Assessment Team (“**VAT**”);
- the Accounting Evaluation Team (“**AET**”);
- the Transmission Evaluation Team (“**TET**”); and
- the Credit Evaluation Team (“**CET**”).

The roles and responsibilities of the Evaluation Teams are described in this section. ESL may include as a member on any Evaluation Team, or contract with, any third-party agent, consultant, advisor, expert, contractor, or representative to assist in the evaluation of proposals as ESL deems necessary or appropriate.

Another team, the RFP Administration Team, will act to ensure that each Evaluation Team has the information needed to perform its analysis and act to facilitate the evaluation of proposals by all Evaluation Teams so that the evaluation process results in the proper assessment of the economics and other relevant elements of the proposals. The RFP Administration Team, with ELL’s approval, may also eliminate proposals from this RFP based on the team’s independent review of the proposals or recommendations or input provided by one or more of the Evaluation Teams. In addition, the Bid Event Coordinator may consult with members of the RFP Administration Team from time to time on matters related to questions whether information regarding a proposal may be needed by or should be made available to an Evaluation Team. The RFP Administration Team will also prepare and distribute the results of this RFP to appropriate individuals at ELL and may recommend to ELL the placement of proposals on the Primary or Secondary Selection List or the elimination of proposals.

Each of the Evaluation Teams, the RFP Administration Team, and the Bid Event Coordinator will have the right to ask Bidder clarifying questions to obtain additional information that it believes may help with its understanding, review, or analysis of Bidder’s proposal. Clarifying questions from any of the Evaluation Teams, the RFP Administration Team, or the Bid Event Coordinator are expected to be communicated by the Bid Event Coordinator to Bidder through PowerAdvocate. The Bid Event Coordinator may also request Bidder’s participation in one or more meetings to obtain clarification or additional information regarding a proposal. Upon the Bid Event Coordinator’s reasonable request and reasonable prior notice, Bidder will be expected to make available its duly authorized officers,

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representatives, and advisors to participate in meetings requested by the Bid Event Coordinator, ESL, or ELL and/or answer questions or provide information related to its proposal or participation in this RFP.

The evaluation process is designed to facilitate the fair and impartial evaluation of all proposals received in this RFP and to result in the selection of one or more proposals that meet the RFP's requirements and ELL's needs at the lowest reasonable cost to ELL's customers, taking into account reliability, risk, and other relevant factors. The process will be conducted in a carefully controlled manner, using procedures, methods, evaluation criteria, and assumptions that will be developed prior to the receipt of proposals. ESL will document key assumptions and model constructs and provide this documentation to the IM before the receipt of proposals; however, the Evaluation Teams will retain full discretion to use the evaluation methods and assumptions they consider appropriate to identify those proposals that best meet the needs of ELL and the requirements and objectives of this RFP.

Any Bidder invited by ELL to finalize a Definitive Agreement will be expected to use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or appropriate to finalize, execute, and deliver such Definitive Agreement as promptly as possible.

### **5.1.1 Threshold Requirements Assessments**

After the Proposal Submission Deadline, the necessary Evaluation Teams and/or the RFP Administration Team will review the proposals offered into this RFP in order to determine compliance with the Threshold Requirements. Proposals that fail to satisfy the Threshold Requirements may be eliminated from this RFP on that basis or may be allowed to continue in the evaluation process. The retention of a proposal that fails to fulfill the Threshold Requirements after the initial Threshold Requirements evaluation does not preclude the subsequent elimination of the proposal from this RFP on account of the Threshold Requirements failure(s) or for other reasons.

### **5.1.2 Economic Assessments**

The EET is responsible for evaluating the economics of proposals received in this RFP and developing the economic ranking of such proposals. The EET may also utilize and rely on additional tools and methods that it deems necessary or appropriate for the effective assessment of proposal economics, including, but not limited to, qualitative considerations and/or alternative structures that may be requested by ELL. The EET may perform sensitivity analyses.

#### Economic Evaluation Methodology

A preliminary methodology for the economic evaluation of proposals offered into the RFP follows. The actual process is expected to reflect adjustments made from time to time to the preliminary process. The EET's economic evaluation will include the screening, without limitation, of the following proposal components, as they apply to the proposal being assessed:

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- Fixed acquisition costs, as applicable
- Fixed O&M costs, as applicable
- Insurance and property tax, as applicable
- Fixed capacity ESA payments, as applicable
- Transaction costs
- Tax credit applicability
- Energy margins
- Capacity value
- Land acquisition or land lease, as applicable

Proposals will be evaluated on a customer net benefit basis by calculating all relevant costs and benefits and subtracting the costs from the benefits. The Economic Evaluation Team (“EET”) reserves the right to conduct sensitivity analyses on the proposals to measure the risk associated with key proposal terms.

### **5.1.3 Viability Analysis**

The VAT reviews and assesses the technical, environmental, and commercial merits of proposals. Each Bidder will be required to provide a completed Due Diligence Questionnaire for each proposal it submits into this RFP.

The VAT will develop a risk assessment of proposals received in the RFP. The VAT’s evaluation will be based on a qualitative assessment of various criteria in general risk categories, including, without limitation, Bidder’s responses to the questions and requests included in the Proposal Package. Bidders are expected to provide complete responses to all questions and requests in the Due Diligence Questionnaire (as applicable to their proposals) at the time of proposal submission. The evaluation criteria and category rating will be developed for the proposals by using pre-defined criteria that is finalized before proposal submission. The final viability rating will be factored into the evaluation of proposals by the RFP Administration Team.

The VAT’s evaluation will include assessment of resource capabilities, project development risks, environmental compliance risks, construction risks, completion risks, safety concerns, proposed commercial terms (including Special Exceptions), resource deliverability, regulatory considerations, and other factors the VAT determines may bear on a proposal’s risk and viability. The VAT may seek and incorporate into its viability assessment input from other Evaluation Teams. Without limiting Appendix E, ESL and ELL will have the right to reject a proposal on the ground that the proposal, in the judgment of the applicable Evaluation Team(s), ESL, or ELL, does not meet the criteria for viability established in connection with this RFP or otherwise is not viable.

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#### 5.1.4 Accounting Assessments

The AET will perform an assessment to determine the accounting treatment of proposed ESA and accounting implications of the proposed Definitive Agreement. The assessment will include, but is not limited to, an analysis of:

- for ESAs, whether the proposed ESA contains a lease and, if so, whether the lease would result in the recognition of any long-term liability for ELL or its Affiliates under the rules in effect during the term of the proposed ESA, in accordance with Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) 842;
- for ESAs, whether the legal entity owning the subject generation asset during the contract term is a variable interest entity (“VIE”), and if so, the entity required to consolidate the VIE throughout the term of the proposed PPA, in accordance with FASB ASC 810;
- for ESAs, whether the proposed ESA is or includes a derivative and, if so, the appropriate accounting for the derivative, in accordance with FASB ASC 815; and
- whether there are any other adverse accounting implications or effects to ELL or any of its Affiliates arising out of the proposed Definitive Agreement.

The AET’s accounting assessment of ESA proposals will include assessments based on the existing accounting standards at the time of the AET’s assessment and/or those in effect during the term of any ESA arising out of a proposal hereunder. Its assessment may also include assessments based on accounting standards that may be in effect if the AET determines that such standards will or may apply to any ESA arising out of a proposal hereunder and that it is feasible and appropriate for the AET to evaluate the proposal applying such standards.

ELL will not enter into an ESA or any related agreement pursuant to this RFP that will or may result in the recognition of a long-term liability on the books of ELL (or any of its Affiliates), whether the long-term liability is due to lease accounting, the accounting for a VIE or derivatives, or any other applicable accounting standard. Upon ESL’s request, Bidder must include in the Proposal Package a certification from Bidder that, to the best of Bidder’s knowledge, the proposed ESA will not result in, under the accounting standards in effect at the time of the certification or that will be in effect at any time during the contract term of the proposed ESA, the recognition of a long-term liability by ELL or any of its Affiliates on its or any of its Affiliates’ books. The certification must be prepared under the direction of and signed by the Principal Accounting Officer or other officer of Bidder, or a parent thereof, who performs a managerial accounting function, has expertise in the recognition of long-term liabilities by purchasers in ESAs, and has been involved in the preparation of the proposal (“Accounting Officer”). The certification must be prepared and dated reasonably contemporaneous with the submission date of the Proposal Package.

~~If Bidder is required to provide the accounting certificate described above, the~~ The Accounting Officer must promptly notify the Bid Event Coordinator in writing if and after Bidder becomes aware (i) prior to the submission of the Proposal Package that it will be unable to provide the accounting certificate described above, specifying the reasons therefor, or (ii) after the submission of the Proposal

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Package containing his or her certification that there has been any development, event, or circumstance that would change, or could reasonably be expected to change, the accounting treatment of the proposed PPA included in the Proposal Package or otherwise would cause, or could reasonably be expected to cause, the certification of the Accounting Officer to be inaccurate or incomplete in any material respect, specifying the reasons therefor.

Bidder will be required to make available to the AET or ESL all information and materials, including any and all assumptions made by Bidder, any of its Affiliates, or any of its or their representatives (*e.g.*, accountants), necessary for or reasonably requested by the AET or ESL to verify and/or independently determine the accounting treatment associated with ~~aan~~ ESA proposed by Bidder and otherwise conduct its evaluation of Bidder's proposal.

### **5.1.5 Transmission Assessments**

The TET is responsible for assessing the interconnection, deliverability, and transmission costs and risks associated with proposals received in this RFP, identifying and estimating for this RFP the timing, scope, and costs of transmission upgrades required to interconnect and deliver the energy output of the proposed resources to, and receive Charging Transmission Service at, the applicable Electric Interconnection Point or Injection Point, reviewing proposals for compliance with the interconnection, deliverability, and transmission requirements of this RFP, evaluating other interconnection, deliverability, and transmission aspects of proposals, and informing the RFP Administration Team of the results of its assessment. Its cost estimating responsibilities will include, without limitation, developing and providing to the RFP Administration Team cost estimates associated with interconnection, deliverability, or transmission upgrades not identified in a Bidder's proposal but identified by the TET or appropriately identified in the proposal but, in the TET's opinion, incorrectly estimated.

The TET will utilize existing tools, and may develop and/or utilize additional tools, to perform its evaluations in this RFP. The TET's proposal evaluation will include analysis similar to ESL's standard analysis for long-term transmission system reliability planning and deliverability matters. The TET may perform sensitivity and other analyses that the team finds useful. The TET will use information Bidders provide in their Proposal Packages, any supplemental information Bidders provide to the TET or the RFP Administration Team regarding the proposal, and other information available to the TET and allowed to be used in such analysis.

The specific analyses the TET expects to perform in its evaluation of proposals may include the following:

- NRIS deliverability analysis
- ERIS deliverability analysis
- NITS deliverability analysis
- Steady state power flow analysis to identify potential projects ~~based on ESL's annual~~per TPL-001-5 analysis and ESL's Local Planning Guidelines and Criteria

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- Transient Stability, Voltage Stability, and Short Circuit analyses per TPL-001-5 and ESL's Local Planning Guidelines and Criteria
- Cost estimating and scheduling analysis for interconnection and transmission facilities.

In conducting its proposal evaluations, the TET will be considering, among other things, the deliverability of power to and from the proposed resource, the resource's effect on system reliability and the deliverability of power from other resources, and the adequacy of interconnection, deliverability, and transmission cost estimates and upgrades identified in the proposals to meet all applicable NERC, MISO, and ELL requirements, criteria, and standards and all applicable laws.

### **5.1.6 Credit/Collateral Assessments**

The CET will analyze each proposal to assess potential credit risks and attendant collateral requirements and credit costs. The CET's evaluation seeks to assure that Seller's credit quality, when considered in the context of a Bidder's proposal to ELL, complies with Entergy's corporate risk management standards for solar resource RFPs, and that any requirement for material credit support associated with the proposal is made known to Bidder in advance and can be appropriately considered in the preparation and evaluation of the proposal. Appendix F contains important additional information about the credit evaluation process and the credit requirements for this RFP.

Bidder's Proposal Package must contain a completed certification, in substantially the form attached to Appendix F as Annex F-1, from Bidder that (i) it has reviewed and understands to its satisfaction the terms of Appendix F and the credit provisions of the Model BESS BOT Agreement or the Model BESS ESA, as applicable to its proposal, and has considered such terms in the development of the proposal(s), (ii) its proposal pricing reflects to its satisfaction the costs, terms, and risks of the credit support that Seller is or may be required to provide for the proposed transaction under the terms of Appendix F and the applicable Definitive Agreement, and (iii) it accepts, and has taken no special exception to any of, the core credit terms of Appendix F or the applicable Definitive Agreement. The certification must be prepared under the direction of and signed by the Treasurer or other officer of Bidder, or a parent thereof, who performs a managerial credit oversight function, has expertise in BESS project financing and providing credit support to buyers of existing or new-build energy storage or generation facilities or of long-term power supply therefrom, and has been involved in the preparation of the proposal ("**Treasury Officer**"). The certification must be prepared and dated reasonably contemporaneous with the submission of the Proposal Package.

### **5.1.7 Resource Selection**

Using inputs provided by the Evaluation Teams, the RFP Administration Team will prepare a final report that ranks the evaluated proposals, provides the results of the RFP, and may make recommendations for ~~selection~~inclusion of proposals on the Primary or Secondary Selection List (if any). The RFP Administration Team will select proposals recommended to be included on the Primary or Secondary Selection List (if any) based on a variety of factors, including, but not limited to, relative economics, ability to meet relevant planning objectives (including diversification of technology,

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experience with BESS resources, and considerations of resource location and resource composition), deliverability, viability, accounting, and transactional considerations. The RFP Administration Team will provide the final report to members of the ELL Operating Committee and other authorized recipients of the report that the RFP Administration Team deems appropriate. Any selections will be made by the President and CEO of ELL (or designee).

## **5.2 Notification of Evaluation Results; Commercial Negotiations**

After the completion of evaluations for the applicable Procurement Window, the Bid Event Coordinator will communicate to each Bidder the status of its proposal(s) and whether additional discussions or negotiations are warranted. As noted, ELL expects to negotiate the final terms of a Definitive Agreement with Bidder(s) on the Primary or Secondary Selection List (if any). Proposals not making either the Primary or Secondary Selection List will be considered rejected.

ESL's receipt of a proposal or the placement of a proposal on the Primary or Secondary Selection List does not constitute or indicate ESL's or ELL's agreement, commitment, representation, or promise to transact on the basis of the proposal or ESL's or ELL's acceptance of any term of the proposal. Without limiting Appendix E, each of ESL and ELL (i) has no obligation, and makes no commitment or promise, of any kind, to enter into a Transaction with any Bidder, including a Bidder with a proposal on the Primary or Secondary Selection List, or to be bound by any term proposed by Bidder in this RFP, and (ii) more generally, has no obligation or liability of any kind whatsoever in connection with or arising out of this RFP except as and to the extent expressly set forth in a Definitive Agreement or a provision binding upon ESL or ELL in a letter of intent to which ESL or ELL is a party.

## **6 MISCELLANEOUS RFP MATTERS**

### **6.1 Authorized Bidder Communications Channels**

Except as otherwise expressly provided in this RFP, all communications, including questions, regarding this RFP must be submitted in writing to the Bid Event Coordinator (using the contact information provided above in Section 1.5 (Bid Event Coordinator)). Any contact or communication concerning this RFP (i) between Bidders, or representatives of Bidders, on the one hand, and personnel or employees of ELL other than the Bid Event Coordinator, on the other hand, or (ii) between different Bidders, or representatives of different Bidders, made without the specific, prior written consent of the Bid Event Coordinator, is, in each case, not allowed and grounds for disqualification of the non-compliant Bidder(s). Bidders are, of course, permitted to communicate internally within their organizations and to their representatives with regard to this RFP as necessary.

### **6.2 Posting Questions**

Bidders and other interested Persons are invited to submit questions and comments about this RFP to the Bid Event Coordinator. All questions or comments regarding this RFP must be submitted in writing via email sent to [ellrfp@entergy.com](mailto:ellrfp@entergy.com) ~~with CC to,~~ [copying](mailto:copying@entergy.com) the Independent Monitor at [MerrimackIM@MerrimackEnergy.com](mailto:MerrimackIM@MerrimackEnergy.com) (for questions and comments prior to Bidder Registration) or

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through PowerAdvocate (after Bidder Registration). Interested Persons are requested to submit questions as promptly as possible to ensure the timely receipt of ELL's or ESL's response. ELL requests that all questions be submitted to the Bid Event Coordinator by no later than one week prior to the day of the Self-Build Option Proposal Submission Deadline.

Subject to ELL's consideration of confidentiality concerns, ELL intends to post all questions submitted by Bidders, as well as ELL's responses to those questions, to the 2025 ELL BESS RFP Website. All questions will be posted anonymously, to shield the identity of Bidders who posed the questions. ELL's objective in posting questions and answers publicly is to afford Bidders equal access to information potentially relevant to their proposals. Bidders should frame their questions, if possible, so that the answers do not require the disclosure of information that is confidential to ESL or ELL, or any of their respective Affiliates. If ELL receives a question that calls for, in its opinion, an answer that would contain such confidential information and the provision of such confidential information is necessary and appropriate for ELL's response, then ELL will respond to the question in writing, via PowerAdvocate after Bidder Registration, but only if Bidder posing the question has executed and returned to ELL a confidentiality agreement in form and substance acceptable to ELL.

ELL expects to provide answers to questions received during the Proposal Submission Period only to the extent the questions are specific to an actual proposal submission issue (and those answers may or may not be posted on the 2025 ELL BESS RFP Website).

### **6.3 Contact with MISO**

Under the MISO Tariff, MISO currently provides functional supervision of the Entergy Transmission System and acts as transmission provider with respect to the granting of transmission service, including interconnection service, on the Entergy Transmission System or on other transmission systems under MISO's functional supervision. Inquiries about these aspects of the Entergy Transmission System or other transmission systems in MISO under MISO's functional supervision should be directed to MISO at its South Region Transmission Planning Office, (504) 846-7100. Bidders are directed to the MISO website, [www.misoenergy.org](http://www.misoenergy.org), for information about MISO.

### **6.4 Affiliate Rules and Codes of Conduct**

All employees of ESL, ELL, any other Entergy Operating Company, or any Entergy Competitive Affiliate must adhere to the Affiliate Rules and Codes of Conduct, as applicable. A link providing access to complete copies of the Affiliate Rules and Codes of Conduct is available at the 2025 ELL BESS RFP Website.

### **6.5 Multi-Person Bids**

If Bidder is comprised of more than one Person, the individual members may enter into contribution, indemnity, allocation, sharing, or other similar arrangements or agreements amongst themselves to allocate their respective rights and obligations; however, no such agreement or arrangement will affect any right reserved to ESL or ELL in connection with this RFP or otherwise

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disadvantage ELL relative to its position with other Bidders without ESL's prior written agreement, either on its own behalf or as agent of ELL. Bidder must fully disclose to the Bid Event Coordinator all such contribution, indemnity, allocation, sharing, or similar arrangements or agreements. Disclosure may be accomplished by means of a written letter to the Bid Event Coordinator by the Proposal Submission Deadline or the Self-Build Proposal Submission Deadline, as applicable. Bidder may be required to respond to subsequent diligence inquiries concerning the arrangements or agreements.

## **6.6 Sale of Bidder or Project**

The sale, conveyance, assignment, or transfer of control or ownership, in whole or in part, direct or indirect, of any resource registered by or for Bidder or any Affiliate thereof to participate in this RFP and/or Bidder's or any such Affiliate's rights with respect to any registration and/or proposal submitted into this RFP is not contemplated and may result in the resource's or proposal's elimination from this RFP, including after any selection of the proposal for the Primary Selection List or Secondary Selection List. Bidder must promptly notify the Bid Event Coordinator of any sale, conveyance, assignment, or transfer of control or ownership, in whole or in part, direct or indirect, of any resource registered by or for Bidder or any Affiliate thereof to participate in this RFP and/or Bidder's or any such Affiliate's rights with respect to any registration and/or proposal submitted into this RFP.

## **6.7 Confidentiality Procedures for Bidder Registration and Proposal Submission Information**

ELL has procedures that its employees, agents, and consultants participating in the evaluation of proposals will be required to follow in order to protect the confidentiality of Bidder information provided in response to this RFP. The procedures are described in detail in Appendix G of this RFP (Protection of Proposal Information).

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