



**Request for Proposals (“RFP”)
for
Capacity and Energy Products**

Issued July 1, 2024

**Response Due Date
August 5, 2024**

*Louisiana Energy and Power Authority
210 Venture Way
Lafayette, LA 70507*

1. GENERAL INFORMATION

1.1. Introduction

The Louisiana Energy and Power Authority (“LEPA” or “Authority”) was created as a political subdivision of the State of Louisiana by the Louisiana Legislature on July 20, 1979 as authorized by the Louisiana Revised Statutes §33:4545.1-37, as amended (the “Act”), with full corporate power to provide facilities for the generation and transmission of electric power and energy for the benefits of its member municipalities (“Members”). As such, LEPA is empowered to acquire, construct, operate and maintain electric generating facilities solely or in common with others, to employ agents in the construction, operation and maintenance of any of its generating and transmission facilities, and to exercise the power of eminent domain to the extent provided in the Act. The Authority is a municipal electric joint-action agency that consists of 19 Louisiana cities and towns. LEPA is not authorized to sell electric power and energy at retail, but through Full Requirement Service Agreements with eleven of its member municipalities, the Authority provides all of the electric power and energy and transmission services required by the participating Members for service to the Members' native retail loads.

LEPA is issuing this Request for Proposals for Capacity and Energy Products (“RFP”) to solicit proposals from qualified entities (“Respondents”) for delivery of capacity and energy to supplement LEPA’s existing power supply portfolio for service to its Full Requirement Service Members.

1.2. Product Description

LEPA is requesting proposals for supplying a maximum of 150 MW of capacity and energy in 50 MW capacity increments. Each increment shall have a term beginning June 1, 2025, and for a period of 5-years, 10-years, and/or 15-years. Respondents may propose any or all of the products identified in Table 1.

Table 1 - Types of Products	
On-Peak Energy Block	50 MW, 100 MW or 150 MW block delivered On-Peak. On-Peak is defined as the Period of time between Hour-ending 0700 EST through and including Hour-ending 2200 Hours EST Monday through Friday excepting New Year’s, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day or if the holiday occurs on a Sunday, the Monday immediately following the holiday.
Off-Peak Energy Block	50 MW, 100 MW or 150 MW block delivered Off-Peak. Where Off-Peak is defined as all periods of time not classified as On-Peak. See the above definition of On-Peak.
Capacity Product	50 MW, 100 MW or 150 MW of capacity deliverable to the Midcontinent Independent System Operator (MISO) Local Resource Zone 9.
Capacity and Energy Product	50 MW, 100 MW or 150 MW of capacity and associated energy that is sourced from a single resource, portfolio of resources, or through market purchases. Respondent must propose a Guaranteed Minimum Annual Capacity Factor for the Capacity and Energy Product.

1.3 *Product Delivery*

The On-Peak Energy Block, Off-Peak Energy Block, and the Capacity and Energy Product shall be delivered to the MISO LEPA.LEPA Commercial Pricing Node or MISO Louisiana Hub. The Respondent must specify in its proposal either the MISO LEPA.LEPA Commercial Pricing Node or MISO Louisiana Hub. The Capacity Product shall be delivered to Local Resource Zone (“LRZ”) 9 in MISO South.

1.4 *Product Pricing*

Respondent’s pricing for the On-Peak Energy Block and Off-Peak Energy Block products shall be in the form of an energy price (expressed in \$/MWh) which is either 1) a fixed price or, 2) an initial month price (June 2025) that is tied to either a proposed fixed escalation rate or industry-wide commonly employed index.

Respondent’s pricing for the Capacity Product shall be in the form of a monthly capacity price (expressed in \$/kW-month) which is either 1) a fixed price or, 2) an initial

price (June 2025) that changes annually based on a proposed fixed escalation rate or industry-wide commonly employed index.

Respondent’s pricing for the Capacity and Energy Product shall be in the form of a capacity price (expressed in \$/kW-month) and an energy price (expressed in \$/MWh). The proposed capacity price may be either 1) a fixed price or, 2) an initial price (June 2025) that changes annually based on a proposed fixed escalation rate or industry-wide commonly employed index. The proposed energy price may be either 1) a fixed price or, 2) an initial month price (June 2025) that is tied to either a proposed fixed escalation rate or industry-wide commonly employed index.

2. RFP SOLICITATION AND PROPOSAL

2.1 RFP Schedule

The following Schedule¹ and deadlines apply to this RFP:

Activity	Date
Issue RFP	July 1, 2024
Bid Submission Deadline	August 5, 2024
Short-List Proposals and Establish Bilateral Discussion Schedules	September 9, 2024
Final Selection/Action by LEPA	December 2, 2024

2.2 Cancellation, Modification or Withdrawal of the RFP

LEPA reserves the right, at its sole discretion, to cancel, modify, amend, or withdraw this RFP without any liability to any Respondent. Any such changes shall be posted on the RFP Website as designated herein.

2.3 Contacts with LEPA and RFP Questions

Public Information associated with this RFP, including all RFP documents as issued and updated and responses to Respondent’s questions (without attribution or name identification of the potential Respondent) will be available on the LEPA Website at <https://www.lepa.com/july2024rfp> (“RFP Website”).

Respondents should be aware and acknowledge by virtue of their submission, that LEPA is a political subdivision of the State of Louisiana, and as such, LEPA, its Board of Directors, officers and employees are subject to the terms and conditions of the Louisiana Open Meetings Law and the Louisiana Public Records Law, both of which regulate and limit the obligations relating to the disclosure or non-disclosure of information that may be provided to LEPA relating to this RFP. Respondents should also note Section 2.5 of this RFP regarding provisions for the treatment of proprietary or confidential information.

¹ Dates may be advanced or delayed at LEPA’s sole discretion.

LEPA has selected Legend Consulting Group Limited (“Legend”) of Greenwood Village, Colorado to assist it in the evaluation and negotiation of the final capacity and energy products associated with this RFP. Prior to the bid submission deadline, all questions and requests and any other inquiries or contact regarding the RFP must be submitted in writing via email to Joseph W. Rogers, P.E. (“LEPA’s RFP Contact”) using the email address provided below.

Mr. Joseph W. Rogers, P.E.
President
Legend Consulting Group Limited
6041 S Syracuse Way, Suite 105
Greenwood Village, CO, 80111
(303)-843-0351 (Phone)
(303)-843-0529 (Facsimile)
jrogers@legendcgl.com

Unsolicited contact with LEPA’s Board of Directors, other personnel or employees of LEPA and its Members concerning this solicitation, without the specific and prior written consent of LEPA’s General Manager, is not allowed and may, depending on circumstances, constitute grounds for disqualification of a Respondent, at LEPA’s sole discretion.

Responses to all questions of potential Respondents will be posted on the RFP Website, without identification or attribution to a Respondent, within three (3) business days of receipt of same.

2.4 *Proposal Content and Submission Instructions*

- 2.4.1 Complete proposals, including all exhibits, must be received electronically on or before 5:00 p.m. EST on August 5, 2024 (“RFP Due Date and Time”) by LEPA’s RFP Contact at the email address identified in Section 2.3 of this RFP. Any proposals received after the RFP Due Date and Time will be disqualified and a notice will be sent to the Respondent.

Respondents should include with their proposals as much detailed information as practicable to enable a thorough evaluation of their proposal, including identifying a designated individual within the Respondent’s organization that may be contacted and is authorized to provide such supplemental information as may be required in LEPA’s evaluation of the Respondent’s submittal. Proposals must be prepared in the following form and, at a minimum, contain the following information.

- A) A proposal certification letter with the signature of a duly authorized representative of the Respondent with the authority to commit and bind the Respondent for the proposed offer. The letter should indicate that the Respondent:

- i) has read, understands, and agrees to be bound by the terms and conditions contained in this RFP;
 - ii) warrants the information contained in its proposal to be true, accurate and complete; and
 - iii) understands that LEPA will rely on the accuracy and veracity of the information contained in the Respondent's proposal as part of this RFP.
- B) A description of the Respondent listing its form of ownership, state of incorporation or organization, and the name and corporate relationship to the Respondent of any other company(ies) or organizations participating with the Respondent in their proposal.
- C) The name, title, address, phone, and email address of the Respondent's principal contact person in all matters pertaining to this RFP.
- D) Proposal terms including all pricing terms necessary to fairly evaluate the proposal. Respondents shall submit the Exhibit A - Bid Form as part of their proposal.
- E) All proposed contractual terms salient and inherent in the Respondent's proposal. Such proposed contractual terms can include a form of proposed contract.

2.4.2 Respondents will be notified by September 9, 2024, as to whether their proposal has been selected for the short-list for further consideration by LEPA or not. This date may be advanced or delayed at LEPA's sole discretion. Respondents will be notified if the dates are changed.

2.4.3 All prices and monetary consideration in proposals must be clearly stated in U.S. dollars.

2.5 *Confidentiality*

If a Respondent requires that all, or a portion, of its intended submittal be treated as confidential, or claims that proprietary and confidential information will be contained in its proposal, the Respondent shall submit its requested form of Non-Disclosure Agreement to LEPA's RFP Contact. The requested form of Non-Disclosure Agreement shall be submitted no less than ten business days prior to the Bid Submission Deadline to allow time for LEPA's RFP Contact and the Respondent to execute a Non-Disclosure Agreement prior to the Bid Submission Deadline.

Each Respondent that requires that all, or a portion, of its submittal be treated as confidential, or claims proprietary and confidential information is contained in its proposal,

shall cause such confidential information to be clearly identified as “PROPRIETARY AND CONFIDENTIAL” on the page on which proprietary and confidential material appears.

3. PROPOSAL REVIEW, EVALUATION, AND FINAL SELECTION PROCESS

3.1 Proposal Review and Evaluation

Each Proposal will be reviewed to ensure the proposal satisfies the requirements of this RFP. Proposals will be evaluated based on total cost, technical characteristics, deliverability, contract considerations, and such other criteria as LEPA deems necessary and in its sole interest. LEPA, at its sole discretion and judgment, may reject any and all proposals from further consideration at any point in the evaluation process.

3.2 Final Selection

By September 9, 2024, LEPA intends to select proposals that will be included on the short-list. Through the short-listing process, those proposals that are deemed to be inferior to other proposals will be eliminated from further consideration. LEPA will contact each short-listed Respondent to notify it of the status of its proposal and whether additional discussions or negotiations are warranted.

LEPA will then schedule conference calls and/or meetings with each of the short-listed Respondents, to review and clarify as necessary its proposal and commence bilateral discussions with one or more of the short-listed Respondents to negotiate a contract.

All Respondents are hereby apprised that, upon their selection as a short-listed Respondent, they may be required to release confidentiality claims to certain information contained in their submittals for use by LEPA in its final evaluation and negotiation of the final capacity and energy products associated with this RFP.

4. OTHER BIDDER REQUIREMENTS

Respondents that are comprised of more than one entity may enter into contribution or indemnity arrangements or agreements among themselves to allocate their respective obligations, but no such agreements or arrangements will affect the rights of LEPA, without the express written agreement of LEPA. When proposals are submitted, all such contributions, indemnity, allocation, sharing and similar arrangements, agreements, and understandings must be fully disclosed to LEPA.

Respondents may not disclose to any other person (except for those participating in the same proposal) their participation in the RFP process (other than by attendance in a meeting to which more than one participant is invited by LEPA, which attendance in and of itself shall not violate this provision of the RFP), and Respondent also may not disclose, collaborate on or discuss with any other person (except for those participating in the same

proposal) bidding strategies or the substance of proposals, including without limitation, the price or any other terms or conditions of any contemplated, indicative or final proposal. Such disclosure, collaboration or discussion would violate the terms of this RFP.

Unless and until LEPA announces or otherwise notifies a Respondent that the RFP process is terminated or concluded, or that its proposal has been rejected, that Respondent will be expected to make available, upon reasonable notice, its duly authorized officers, representatives, and advisers for the purpose of questions, negotiations, and execution and delivery of a final contract. Any Respondent who is invited to finalize a contract with LEPA will be expected to use its 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 contract as promptly as possible.

5. PERMITS, LICENSES, AND/OR APPROVALS

Respondents will be responsible for having and maintaining all necessary permits, licenses, and/or approvals associated with their proposals.

6. RESERVATION OF RIGHTS

A Respondent's proposal will be deemed accepted only when a definitive legally binding agreement has been executed and delivered by LEPA and the chosen Respondent. LEPA has no obligation to accept any proposal, whether or not the stated price in such proposal is the lowest price offered as a result of the bidding process and may reject any proposal, in its sole discretion, for any reason without any obligation to disclose the reason(s) for rejection.

Each Respondent agrees that (a) except to the extent of any representations and warranties contained in a legally binding definitive agreement, any and all information furnished by or on behalf of LEPA in connection, with this solicitation is being or will be provided without any representation or warranty, express or implied, as to the accuracy or completeness of such information, and (b) except as otherwise provided in a legally binding definitive agreement, neither LEPA nor any of its representatives or advisors shall have any liability to any Respondent or its representatives relating to or arising from the use of or reliance upon any such information or any errors or omissions therein.

This solicitation does not commit LEPA to pay any costs incurred by the Respondent in the preparation of a response to this solicitation, or to procure or contract for any products or services. LEPA reserves the right to modify or withdraw this solicitation, to negotiate with any Respondent, to resolve technical or contractual specifications or to reject any or all responses and to terminate negotiations at any time. LEPA may, and expressly reserve the right to, and at any time and from time to time, without prior notice and without assigning any reason therefore:

- A) cancel, modify, or withdraw this solicitation, reject any and all responses, and terminate negotiations at any time during the solicitation process;
- B) discuss with a Respondent and its advisors the terms of any proposal submitted by the Respondent and obtain clarification from the Respondent and its advisors concerning the proposal;
- C) request from a Respondent information that is not explicitly detailed in this solicitation, but which is necessary for evaluation of any response to this solicitation;
- D) determine which responses to this solicitation to accept, favor, pursue or reject;
- E) reject any responses to this solicitation that are not complete or contain irregularities, or waive incompleteness or irregularities in any response that is submitted;
- F) determine which Respondents to allow to participate in the solicitation process, including disqualifying a Respondent due to a change in the qualifications of the Respondent or in the event that LEPA determines or believes that collusive or fraudulent bidding has occurred or appears to have occurred in whole or in part as to any Respondent or Respondents;
- G) invite further submissions of responses to this solicitation from already participating or newly participating Respondents;
- H) conduct negotiations with any or all Respondents or other persons; or
- I) sign one or more legally binding definitive agreements with any Respondent who submits a response to this solicitation or with any other person or with no one.

Under all circumstances, each Respondent is responsible for all costs and expenses it incurs in connection with the solicitation process. Under no circumstances, including LEPA's termination of the solicitation process at any time, will LEPA be responsible for any costs or expenses of, or have any legal liability to, any Respondent incurred in connection with the solicitation process.