



***2014 Request For Proposals
For
Long-Term, Supply-Side
Developmental Resources
In Amite South***

Entergy Services, Inc.
September 17, 2014

The statements contained in this RFP are made subject to the Reservation of Rights set forth in Appendix E of this RFP and the terms and acknowledgements set forth in the Proposal Submission Agreement.

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APPENDICES

Appendices	Title
Appendix A	Glossary
Appendices B-1, B-2, and B-3	Commercial Term Sheets for PPAs, Tolls, and Acquisitions
Appendix C	Preliminary Due Diligence
Appendix D	Minimum Requirements for Developmental Resources
Appendix E	Reservation of Rights
Appendix F	Credit/Collateral Requirements
Appendix G	Process for Protection of Proposal Information

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2014 REQUEST FOR PROPOSALS FOR LONG-TERM, SUPPLY SIDE DEVELOPMENTAL RESOURCES IN AMITE SOUTH

1. GENERAL INFORMATION

1.1. Introduction

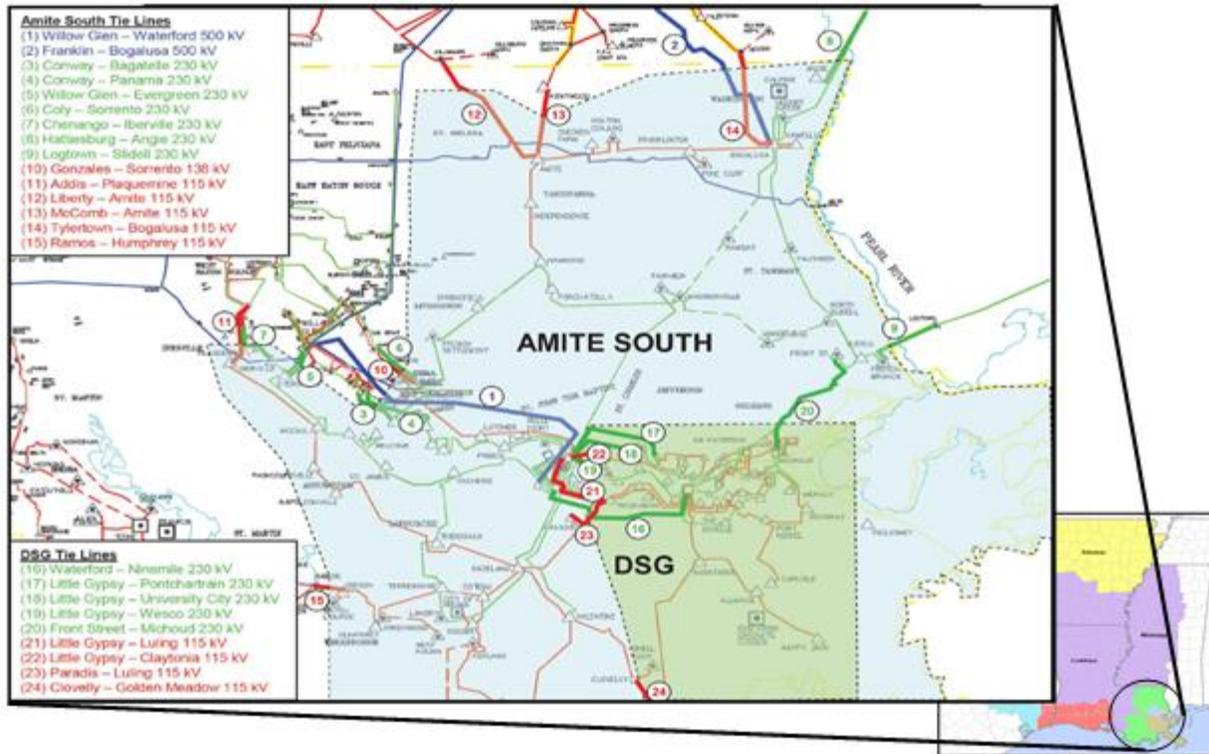
Entergy Services, Inc. (“**ESI**”), acting as agent for Entergy Gulf States Louisiana, L.L.C., Entergy Louisiana, LLC, and Entergy New Orleans, Inc. (collectively, the “**Included Entergy Operating Companies**”), hereby issues this 2014 Request for Proposals for Long-Term, Supply-Side Developmental Resources in Amite South (including all appendices, this “**RFP**”). This RFP seeks from 650 MW (ISO rating, at full load, including duct-firing (“**Full Load**”)) to 1,000 MW (ISO rating, at Full Load) of capacity, capacity-related benefits, energy, other electric products, and environmental attributes (if any) from a new, single integrated generation resource located in Amite South (defined below), preferably in close proximity to the Downstream of Gypsy region (“**DSG**”), on terms set forth herein, to help meet certain long-term planning objectives of the Included Entergy Operating Companies, including reliability within Amite South. The specific products being solicited by this RFP (the “**Products**”) are described in Section 2.2 below and in the Term Sheets. ESI intends to market-test a gas-fired, combined-cycle self-build alternative in this RFP (“**Self-Build Option**”). Please see Section 2.7 and Section 3 below for more information on the Self-Build Option.

1.2. Included Entergy Operating Companies; Amite South Region

The Included Entergy Operating Companies provide retail electric service to more than 1.2 million customers in the state of Louisiana. Purchases made by one or more of the Included Entergy Operating Companies pursuant to a definitive agreement arising out of this RFP would benefit the acquiring Included Entergy Operating Companies and their customers.

The “**Amite South Region**” or “**Amite South**” is the portion of Louisiana that runs roughly from east of Baton Rouge, Louisiana, to the Mississippi state line and south from the Amite Substation to the Gulf of Mexico. ELL and ENOI each serve separate portions of Amite South. A map showing Amite South and DSG is provided in Figure 1 below (and also on the 2014 Amite South RFP Website).

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1.3. RFP Documents

This RFP consists of the Main Body and nine appendices. Among other things, the Main Body (i) offers general information pertaining to this RFP; (ii) describes the purpose and drivers of this RFP, the Product types and certain Product features that ESI seeks from Bidders, and high-level considerations for Bidders; (iii) addresses the Self-Built Option being market-tested in this RFP; (iv) includes a milestone schedule for this RFP; (v) sets forth terms governing the registration of Bidders, the registration, preparation, and submission of proposals, and RFP-related communications with ESI; and (vi) provides an overview of the process for evaluating proposals submitted in response to this RFP and resource selection.

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.

Appendices B-1, B-2, and B-3 are three term sheets (each, a “**Term Sheet**”), one for power purchase agreements (“**PPAs**”), one for tolling agreements (“**Tolls**”), and one for acquisitions of generation assets. The Term Sheets summarize some of the commercial terms that would apply to any PPA, Toll, or asset acquisition Transaction arising out of this RFP and provide general guidance to Bidders.

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Appendix C contains questions and requests for information or material that Bidders will be required to answer or provide in connection with any proposal submitted into this RFP.

Appendix D describes the Minimum Requirements for Developmental Resources that Bidders must satisfy for Bidder to submit a conforming proposal in this RFP and addresses certain potential consequences of a failure to meet those requirements. Appendix D is not an exhaustive list of this RFP's requirements for conforming proposals; other terms of the RFP documents specify additional proposal requirements.

Appendix E contains an express reservation of ESI's rights in connection with this RFP; warranty, liability, and contract acceptance disclaimers; terms addressing the disclosure of RFP-related information by ESI, the Included Entergy Operating Companies, 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 ESI's reliance upon such acceptance.

Appendix F generally describes the process by which the Credit Evaluation Team will analyze Bidder's credit quality and Bidder's proposal(s) to assess potential credit risks and to establish collateral requirements for proposals selected for the Primary Selection List or the Secondary Selection List. Appendix F (and Appendix D) addresses credit postings that may be required in the event a proposal does not satisfy the Minimum Requirements for Developmental Resources.

Appendix G provides information on the protocols ESI 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 are treated in a consistent fashion, and (iv) proposals from any particular Bidder, including the Self-Build Option, will not receive undue preference.

Bidders are responsible for familiarizing themselves with and being fully aware of the terms of this RFP, including the terms of each Appendix, the Bidder questions and answers to those questions posted on the 2014 Amite South RFP Website, and other information provided on the 2014 Amite South RFP Website.

1.4. 2014 Amite South RFP Website

The official website for this RFP is <https://spofossil.entergy.com/ENTRFP/SEND/AmiteSouthRFP/Index.htm> (“**2014 Amite South RFP Website**”). This RFP and related material and information are posted on the 2014 Amite South RFP Website and available for review. The 2014 Amite South RFP Website will be updated from time to time with additional information related to this RFP. Interested Persons are responsible for monitoring the 2014 Amite South RFP Website to ensure the timely receipt of information about this RFP.

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1.5. RFP Administrator

ESI has designated an “**RFP Administrator**” for this RFP. The RFP Administrator’s responsibilities include (i) acting as a liaison between the participants in this RFP and ESI on all RFP-related matters, (ii) ensuring that Bidder questions that ESI receives are addressed in an appropriate manner, (iii) receiving, recording, and maintaining Bidder proposals, (iv) interfacing with the IM, and (v) managing other administrative matters relating to this RFP. The RFP Administrator is also a member of the “**RFP Administration Team**.” The full set of the RFP Administrator’s duties, and the role of the RFP Administration Team, are set forth in Appendix G.

The RFP Administrator for this RFP is Ms. Misty Harris. The contact information for the RFP Administrator is:

Misty Harris
RFP Administrator
Entergy Services, Inc., T-PKWD-3A
10055 Grogans Mill Road, Suite 300
The Woodlands, TX 77380
Email: esirfp2@entergy.com
Fax: 281-297-5328

As detailed in Section 7.1 below, all questions, requests, and other inquiries or communications from Bidders to ESI about this RFP must be directed in writing or via email to the RFP Administrator, except for communication made via the RFP Hotline (which will often be staffed by the RFP Administrator), as provided in Section 5.4 below.

1.6. Independent Monitor

ESI has retained Ms. Elizabeth (Betsy) Benson of Energy Associates to act as the Independent Monitor (“**IM**”) for this RFP. The role of the IM is defined in the “Scope of Work Activities” for the IM, the specifics of which are posted on the 2014 Amite South RFP Website. In summary, the IM’s role will be to (i) monitor the design and implementation of the RFP solicitation, evaluation, selection, and contract negotiation processes to ensure their impartiality and objectivity and (ii) provide an objective, third-party perspective on ESI’s efforts to ensure that all proposals are treated consistently and without undue preference to any Bidder. Bidders wishing to communicate with Ms. Benson may reach her by email at erbens@aol.com or by phone at (703) 641-7948.

1.7. Louisiana Public Service Commission (“LPSC”) Staff

The LPSC has assigned Staff to consult on various aspects of this RFP during its development and implementation. Bidders wishing to communicate with Staff concerning the RFP should use the following contact information:

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Mr. Stephen Kabel
Staff Attorney
Louisiana Public Service Commission
P.O. Box 91154
Baton Rouge, Louisiana 70821-9154
Email: Stephen.Kabel@LA.GOV.

1.8. Eligible Participants

ESI invites proposals from all potential suppliers capable of meeting the conditions and requirements identified in this RFP (the “**Eligible Participants**”), including other electric utilities, marketers, wholesale generators, independent power producers, and QFs. Proposals from QFs will not be provided any preference in this RFP solely by virtue of the QF’s status. Entergy Competitive Affiliates are ineligible to participate in this RFP. As discussed in more detail in Sections 2.7 and 3 below, ESI will consider and market-test a Self-Build Option in this RFP. A “**Bidder**” in this RFP may consist of more than one entity. (For additional information concerning multi-party Bidders, please see Section 7.5 below.) Otherwise Eligible Participants that do not comply in all material respects with the terms, conditions, and requirements of this RFP may be determined by ESI, after consultation with the IM, to be ineligible to continue to participate in this RFP.

1.9. Eligible Technology

The generation technology permitted for proposals responsive to this RFP is limited to CCGT technology (the “**Eligible Technology**”). Any generation resource offered in this RFP that would supply power based on technology other than CCGT technology is not an Eligible Technology. To ensure clarity, proposals based on demand-side management or load reduction are not being solicited in this RFP.

1.10. Eligible Resources

This RFP is limited to resources that are Eligible Resources. “**Eligible Resources**” are generation resources that:

- (i) will be physically located in Amite South, preferably in DSG;
- (ii) are Developmental Resources
- (iii) will utilize Eligible Technology to make available and generate the products contracted to Buyer in the Definitive Agreement;
- (iv) will be a single integrated resource [generation resources located at separate facilities are considered multiple resources and may not be combined to form an Eligible Resource]; and
- (v) meet the other RFP requirements applicable to generating resources participating in this RFP (*e.g.*, committed and able to deliver Capacity, capacity-related benefits,

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energy, Other Electric Products, and Environmental Attributes (if any) to Buyer by no later than June 1, 2020, have the requisite size) (an “**Eligible Resource**”).

2. RFP OVERVIEW

2.1. RFP Purpose

The Included Entergy Operating Companies forecast an ongoing long-term need for capacity and energy and the need for generation resources incremental to existing plant. The primary objective of this RFP is to help satisfy those needs through a solicitation of competitive proposals for a long-term, cost-effective, reliable, dispatchable supply of at least 650 MW (ISO rating, at Full Load) to no more than 1,000 MW (ISO rating, at Full Load) of Capacity, capacity-related benefits, energy, Other Electric Products, and Environmental Attributes (if any) from a single Eligible Resource located in Amite South, preferably in close proximity to DSG, and a market-test of a Self-Build Option.

The addition of a resource targeted by this RFP will allow the Included Entergy Operating Companies to fulfill several important planning objectives, including, among others, increasing load-serving capability of the Included Entergy Operating Companies; maintaining reliability; serving load of the Included Entergy Operating Companies at the lowest reasonable cost; and enhancing power restoration capabilities after major storms or transmission service disruptions.

The RFP’s Amite South locational requirement and DSG preference support other important planning objectives, including, without limitation, the following:

- *Adds Capacity to a Supply-Constrained Area.* Amite South is a supply-constrained region with relatively concentrated load, particularly in DSG. Geographic features (Gulf of Mexico, Atchafalaya Basin, Mississippi River, Lake Ponchartrain) limit the means to supply power to Amite South. The resource need driving this RFP affords an opportunity to install new generation capacity in the region.
- *Supports Amite South Reliability Objectives.* The targeted capacity addition would promote reliability in Amite South and contribute additional reliability benefits due to the resource’s proximity to Amite South load. Reliability in the region must be maintained as existing generation units deactivate and/or load grows.
- *Creates Delivery Efficiencies.* Locating a resource near a natural demand sink (such as Amite South and DSG) should lower the transmission losses for energy from the resource, improving delivery and cost efficiencies.
- *Enhances Stability and Voltage Regulation.* Supply-constrained regions can be susceptible to stability problems, which can lead to widespread outages, and to voltage

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regulation issues. The addition of new resource within Amite South would improve local stability and the transmission operator's ability to dynamically regulate and support local voltage levels in the region.

- *Bolsters Amite South Storm-Restoration Capabilities.* Having the ability to rapidly restore service after a major disruption is highly desirable in hurricane and storm-prone areas like Amite South and DSG. Service restoration times after widespread outages may be increased by greater reliance on generation outside Amite South, but may decrease with a generation resource addition inside Amite South.

Proposals offered into this RFP will be evaluated for their ability to achieve these planning objectives and otherwise meet the needs of the Included Entergy Operating Companies in accordance with the terms of this RFP at the lowest reasonable cost, taking into account, without limitation, reliability, risk mitigation, and other relevant factors. For more extensive treatment of other considerations in the development and evaluation of proposals, please refer to the remainder of this Section 2 and to Section 6 below.

2.2. Transactions Solicited and Select Terms

2.2.1. Overview

Through this RFP, ESI is seeking the acquisition or procurement of a long-term resource that will reduce the Included Entergy Operating Companies' future resource requirements and satisfy several resource planning objectives. Proposals responsive to this RFP may be submitted for PPAs, Tolls, or acquisitions. The three permitted transaction types are described in the Term Sheets forming Appendix B.

Each Term Sheet generally describes certain terms for a particular transaction type. Appendix B-1 contains the Term Sheet for PPAs, Appendix B-2 contains the Term Sheet for Tolls, and Appendix B-3 contains the Term Sheet for acquisitions. Select highlights of the different transaction types are provided later in this Section 2.2.

Bidder is responsible for taking into consideration all terms and conditions included in the Term Sheet(s) corresponding to its proposal(s) when developing and preparing its proposal(s). ESI expects to seek to include the terms and conditions set forth in the final posted RFP appendix applicable to the proposed Transaction (that is, Appendix B-1, B-2, or B-3) in any Definitive Agreement executed for a proposal. Bidders are advised to carefully review the Term Sheet for the Product and transaction for which Bidder intends to submit a proposal. Bidders should be guided by the descriptions and terms in the Term Sheets in formulating proposals. In the event of any inconsistency between a provision in the Term Sheet and any other part of this RFP, including the Main Body, the Term Sheet will control.

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Bidders not wishing to agree to a term set forth or described in the applicable Term Sheet must identify the specific term to which Bidder takes exception and provide a reasonably complete and detailed explanation of Bidder's position in the "**Special Considerations**" section of its proposal. Notwithstanding anything in this RFP to the contrary, submission of an exception in the Special Considerations section of Bidder's proposal does not mean that ESI will accept - and ESI is under no obligation of any kind whatsoever to accept or agree to, in whole or in part - the exception in any negotiation of a Definitive Agreement.

Special Considerations will be taken into account in the evaluation of proposals. Special Considerations in which Bidder (i) reserves wholesale rights to make comments on terms or conditions included in a Definitive Agreement, (ii) makes widespread, wholesale, or fundamental changes to material terms or conditions set forth in the applicable Term Sheet, (iii) conditions its bid on the acceptance of material terms or conditions not accepted by ESI in the ordinary course of business or that would materially diminish the value of the resource to the Included Entergy Operating Companies, or (iv) takes actions the effect of which would be similar to those resulting from the actions described in clauses (i)-(iii) are not contemplated.

Any purchase of Capacity and energy pursuant to a PPA or Toll arising out of this RFP will also include any and all capacity-related benefits (such as Capacity Credits), Other Electric Products, and Environmental Attributes associated with such Capacity and/or energy, Buyer's share of the proposed resource, or the Transaction. Bidders are encouraged to review the Term Sheets for PPAs and Tolls for terms and conditions applicable to the products and services to be provided to and acquired by the Included Entergy Operating Company Buyer(s) under the Definitive Agreement.

2.2.2. PPAs and Tolls

In this RFP, the PPAs and Tolls being sought are for the long-term purchase of unit-contingent Capacity, capacity-related benefits, energy, Other Electric Products, and Environmental Attributes from an Eligible Resource and related services. ESI will consider proposals for purely "financial" PPAs (such as a firm financial schedule contract in MISO) and, as discussed in Section 2.4 below, ESI contemplates the possible use of financial schedules in support of PPAs and Tolls.

Pricing for a PPA will be based on:

- (i) a Capacity Rate, which will be either (x) fixed for the entire Delivery Term or defined annually (expected to be as proposed by Bidder) and expressed in \$/kW-year or (y) based on a base Capacity Rate (expected to be as proposed by Bidder), expressed in \$/kW-year, and escalated annually by CPI or PPI (as proposed by Bidder);
- (ii) an energy price (expressed in \$/MWh), which will be based on a guaranteed heat rate (expected to be as proposed by Bidder), multiplied by, for deliveries of

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scheduled “day-ahead energy,” the applicable *Gas Daily* daily fuel index for Henry Hub, or, for deliveries of scheduled “intra-day energy,” the lower of (x) Seller’s average purchase price for the gas used to generate such energy and (y) the applicable price quoted by Seller to and accepted by Buyer for the gas used to generate such energy, plus a fuel adder (if any) that is fixed or based on a Bidder-provided formula and expressed in \$/MMBtu;

- (iii) a Variable O&M Rate, which will be either (x) fixed for the entire Delivery Term or defined annually (expected to be as proposed by Bidder) and expressed in \$/MWh or (y) based on a base Variable O&M Rate (expected to be as proposed by Bidder), expressed in \$/MWh, and escalated annually by CPI or PPI (as proposed by Bidder);
- (iv) a Start Charge (if proposed by Bidder), which will be either (x) fixed for the entire Delivery Term or defined annually (expected to be as proposed by Bidder) and expressed in \$/completed Start or (y) based on a base Start Charge (expected to be as proposed by Bidder), expressed in \$/completed Start, and escalated annually by CPI or PPI (as proposed by Bidder); and
- (v) a Start Fuel Charge (if proposed by Bidder), which will be based on the product of the Start fuel amount (expressed in MMBtu per completed Start) and the applicable gas price (expressed in \$/MMBtu).

Pricing for a Toll will be based on:

- (i) a Capacity Rate, which will be either (x) fixed for the entire Delivery Term or defined annually (expected to be as proposed by Bidder) and expressed in \$/kW-year or (y) based on a base Capacity Rate (expected to be as proposed by Bidder), expressed in \$/kW-year, and escalated annually by CPI or PPI (as proposed by Bidder);
- (ii) a Variable O&M Rate, which will be either (x) fixed for the entire Delivery Term or defined annually (expected to be as proposed by Bidder) and expressed in \$/MWh or (y) based on a base Variable O&M Rate (expected to be as proposed by Bidder), expressed in \$/MWh, and escalated annually by CPI or PPI (as proposed by Bidder); and
- (iii) a Start Charge (if proposed by Bidder), which will be either (x) fixed for the entire Delivery Term or defined annually (expected to be as proposed by Bidder) and expressed in \$/completed Start or (y) based on a base Start Charge (expected to be as proposed by Bidder), expressed in \$/completed Start, and escalated annually by CPI or PPI (as proposed by Bidder).

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The following highlights a few, basic commercial terms for any PPA or Toll arising out of this RFP:

- *Monthly and Long-Term Availability Requirements* - The Monthly Availability Requirement will be 98% in the Summer Months and the Winter Months and 96% in the other months. A failure to meet the Monthly Availability Requirement will result in a payment reduction to Seller. The Rolling 12 Month Availability Requirement will be 85%. A failure to meet the Rolling 12 Month Availability Requirement may result in termination and a termination payment to Buyer(s). Please see Appendices B-1 and B-2 for additional details.
- *Delivery Term* - The Delivery Term will be a minimum of ten (10) consecutive years and a maximum of twenty (20) consecutive years.
- *Delivery Term Commencement* - The Delivery Term will be scheduled to commence on or before June 1, 2020. Buyer's preference is for the Delivery Term to start at the beginning of the planning period recognized by the applicable Balancing Authority (June 1 under current MISO Rules). Bidder may be subject to delay and "buy-down" damages and a potential re-sizing of the PPA or Toll or, for extended delays, contract termination and a termination payment if the actual commercial operation date is later than the guaranteed commercial operation date (expected to be as specified by Bidder in its proposal). Bidders will be required to provide to Buyer(s) capacity credits from the resource (or portion allocated to Buyer(s)) starting with the earlier of (i) the planning period beginning June 1, 2020, or (ii) the first planning period for which the resource owner is eligible to receive capacity credits for a period in the Delivery Term.
- *Contract Capacity* - The amount of generating Capacity to be made available for purchase under a PPA or Toll will be no less than 650 MW (ISO rating, at Full Load) and no more than 1,000 MW (ISO rating, at Full Load). Buyer(s) may not be allocated less than all of the Capacity of either the entire Facility or any individual generating unit at the Facility.
- *Conditions Precedent* - Any PPA or Toll arising out of the RFP will include numerous conditions precedent, including a condition for the benefit of Buyer(s) that the Buyer(s) have obtained regulatory approvals and treatment on terms and conditions satisfactory to Buyer(s) in their respective sole and absolute discretion.
- *Scheduling and Dispatch Flexibility* - The scheduling and dispatch flexibility and rights of Buyer under a PPA or Toll will be substantially equivalent to those that Buyer would have if Buyer owned the physical Capacity being purchased.

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- *Liability Transfer* - ESI will not accept the risk of a transfer of a long-term liability onto the books of any of the Included Entergy Operating Companies (or any affiliate thereof) in connection with any PPA or Toll entered into pursuant to this RFP, whether the liability transfer is due to lease accounting, variable interest entity accounting, or any other means or mechanism.

The foregoing is not, and should not be construed, as an exhaustive listing of important commercial terms of any PPA or Toll arising out of this RFP. Please refer to Appendices B-1 and B-2 for a broader-based summary of select PPA and Toll terms and Sections 2.3 through 2.7 and Section 3 below for certain other relevant commercial provisions or considerations.

2.2.3. Acquisitions

In this RFP, the acquisitions being solicited are asset purchases of an Eligible Resource and related assets. The purchase price must be expressed as a single fixed payment for the proposed acquisition. As with the Capacity from any PPA or Toll, the amount of Capacity to be obtained under any asset purchase agreement arising out of this RFP must be no less than 650 MW (ISO rating, at Full Load) and no more than 1,000 MW (ISO rating, at Full Load).

The following highlights a few, basic commercial terms that apply to any acquisition proposed in this RFP:

- *Closing* - The closing of the acquisition will be scheduled to occur on or before June 1, 2020. Bidder may be subject to delay and “buy-down” damages and, for extended delays, contract termination and termination damages if the actual commercial operation date is later than the guaranteed commercial operation date (expected to be as specified by Bidder in its proposal).
- *Purchased Assets* - The assets to be sold must include the entire Facility (preferred) or a discrete portion of the Facility constituting whole generating units and related assets. For proposals offering less than all of the Facility, Bidders may not propose that Buyer(s) acquire less than Buyer(s)’ pro rata share of the assets to be shared by Buyer(s) and the other owner(s) of generating units at the Facility (“**Common Assets**”).¹ In addition, if Bidder makes such a proposal, the Definitive Agreement will include or address, among other things, terms and conditions for (i) metering, registration, offering/ scheduling with the Balancing Authority, or similar actions (if applicable); (ii) settlement; (iii) operation and maintenance of the Facility, the

¹ For example, if the capacity of the applicable Facility is 1,400 MW and the Facility consists of two identical 700 MW gas-fired CCGT generating units, Bidder may propose the sale of the 700 MW CCGT unit and a one-half undivided ownership interest in the Common Assets, but may not propose the sale of, say, 675 MW or 750 MW of the Facility.

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Common Assets, and the portions of the Facility under separate ownership (“**Separate Assets**”); (iv) joint ownership of the Common Assets; (v) separate ownership of the Separate Assets; and (vi) real property rights and access. (Similar considerations will apply if Bidder proposes a PPA or Toll for less than all of the Facility.)

- *Durability of Authorizations* - Seller will retain the risk that the acquisition is unable to close in the event that any FERC, HSR, or other required authorization becomes invalid or ineffective prior to the closing. Bidders may include in its proposal alternative acquisition structures to mitigate this risk.

The foregoing is not, and should not be construed, as an exhaustive listing of important commercial terms for any asset purchase transaction arising out of this RFP. Please refer to Appendix B-3 for a broader-based summary of select contract terms for acquisition transactions and Sections 2.3 through 2.7 below and Section 3 for certain other relevant commercial provisions or considerations.

2.3. RFP Proposal Requirement

Subject to the other terms of this RFP, ESI will consider only proposals submitted in accordance with and meeting the requirements of Section 5 below. In addition to those proposal submission requirements, proposals under this RFP are required to satisfy, and will be reviewed early in the RFP evaluation process for compliance with, the minimum requirements for proposals to advance in this RFP (“**Threshold Requirements**”). Any proposal not meeting the Threshold Requirements will be considered non-conforming and may be eliminated from further consideration in this RFP, after consultation with the IM. The Threshold Requirements include:

Delivery Assessment Threshold Requirements

- The proposed resource must be eligible to qualify as a Long-Term Network Resource under the MISO OATT.
- The proposed resource must be capable of providing the offered amount of Capacity, energy, and Other Electric Products to Buyer at the Electric Interconnection Point (defined below).
- Bidder must have included in its proposal by the Required Proposal Submission Time a copy of the interconnection application submitted to MISO for the Facility (signed and completed), a copy of the MISO acknowledgement letter and/or study results related to such application, and the associated MISO queue number.

Viability Assessment Threshold Requirements

The statements contained in this RFP are made subject to the Reservation of Rights set forth in Appendix E of this RFP and the terms and acknowledgements set forth in the Proposal Submission Agreement.

- The Facility supporting Bidder's proposal must be an Eligible Resource, and Bidder must provide evidence satisfactory to ESI demonstrating that the proposed resource is an Eligible Resource.
- Bidder must be an Eligible Participant.
- The Delivery Term for the proposed Definitive Agreement for a PPA or Toll must be no less than ten (10) and no more than twenty (20) consecutive years.
- Bidder must offer a minimum of 650 MW (ISO rating, at Full Load) and a maximum of 1,000 MW (ISO rating, at Full Load) of Capacity and related products from an Eligible Resource to the Electric Interconnection Point, and none of such Capacity or related products may be provided by less than a whole generating unit at the Eligible Resource.
- Bidders must meet the Minimum Requirements for Developmental Resources set forth in Appendix D and the requirements of Section 2.7. Without limiting ESI's rights under Appendix E, ESI, in consultation with the IM, may allow variances from the Minimum Requirements for Developmental Resources.
- Resources must be free of fatal design flaws and/or non-standard operational or permitting restrictions that would reasonably be expected to prevent it from meeting the requirements of this RFP, including, without limitation, Section 2.7 and the minimum requirements listed in Appendix D.
- Bidder must specify a start date for the Delivery Term or a closing date of the acquisition that is no later than June 1, 2020.

Credit Assessment Threshold Requirements

- Bidder must provide the most recent Published Credit Rating of Bidder or, if different from Bidder, Seller (from S&P and Moody's), to the extent such a rating exists.
- Bidder must provide the annual audited financial statements (and accompanying notes) for the past two (2) years and the current-year reviewed quarterly financial statements (and accompanying notes) of Bidder or, if different from Bidder, Seller.
- If Bidder proposes that a Person serve as a Credit Support Provider for Bidder's proposal, each of the two previous Threshold Requirements will apply to the proposed Credit Support Provider. Bidder must extract and submit as separate documents by the Required Proposal Submission Time all financial data and information of Bidder, Credit Support Provider, or both (as applicable) that is consolidated with financial data or information of another Person and required under this Section 2.3.

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Please see Section 6.1 below for additional information on the Threshold Requirements, including the evaluation of proposals for satisfaction of the requirements.

2.4. Interconnection and Energy Deliverability

This Section 2.4 identifies and addresses certain interconnection and deliverability issues that Bidders must address and should consider in developing proposals for this RFP.

2.4.1 Network Service (Interconnection/Transmission)

Seller will be required, under the terms of any Definitive Agreement, to have obtained interconnection service for the proposed resource and qualified the resource as a Long-Term Network Resource in MISO (or have a third party obtain such service or so qualify the resource), with full deliverability throughout MISO. Each requires the submission of a generator interconnection application under the applicable generator interconnection process. The resource interconnection service required for this RFP is network resource interconnection service, or NRIS (or, in the event that MISO changes its interconnection rules or service options such that NRIS, or NRIS as contemplated by this RFP, is no longer available or MISO is no longer an applicable Balancing Authority, the equivalent interconnection and delivery service). In this RFP, Bidder, Seller, or a third party acting on its or their behalf must complete and submit the required interconnection application to MISO by no later than November 17, 2014, and Bidder must provide a complete copy of the submitted application as part of its Proposal Package. The completed application must identify the Balancing Authority substation to which the proposed generation resource would be interconnected and the point of electrical interconnection at such substation (the “**Electric Interconnection Point**”). Bidder must also provide in its Proposal Package a copy of either the MISO letter acknowledging the application or, if available, the actual study results related to such application, as well as the associated MISO queue number.

Except to the extent ESI otherwise agrees, Bidder, Seller, or the third party that submitted the interconnection service request will be required to remain in the queue for interconnection service for the proposed resource until the proposal supported by the request is eliminated from this RFP or the requested interconnection service is obtained. Bidders whose proposed resource does not remain in the queue to obtain the required interconnection service or loses the right to obtain or receive such service during the pendency of this RFP must promptly notify the RFP Administrator. In either such event, Bidder’s proposal is subject to elimination. Bidders should bear in mind that MISO’s generator interconnection processes operate on timelines and contain requirements that are independent of this RFP and may necessitate the expenditure of costs by Bidders for its proposed resource to remain in the queue.

Bidder and/or Seller will be responsible for and bear any and all costs and risks associated with the electric interconnection of the proposed resource, including, without limitation, (i) any interconnection application fee or study cost or charge, (ii) any cost to electrically connect the

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resource to the Entergy System and maintain such connection (until, in the case of an acquisition transaction, the closing thereof), (iii) the cost of any interconnection-related upgrade or improvement, and (iv) electricity losses. In addition, to the extent the concept exists in the applicable Balancing Authority, Seller will be responsible for and bear the costs of firm transmission service to make available Capacity and deliver energy and Other Electric Products (to the extent capable of delivery) from the generation resource to the Electric Interconnection Point, including, without limitation, electricity losses, ancillary service costs, and transmission or deliverability service, application, study, and improvement costs, fees, charges, and other costs. Bidder will be responsible for reflecting the costs associated with the electric interconnection of the proposed resource and firm transmission service to the Electric Interconnection Point in Bidder's proposed pricing.

ESI expects for Buyer to designate any resource (or portion thereof allocated to Buyer) under a Definitive Agreement arising out of this RFP as a Long-Term Network Resource of Buyer under the MISO OATT, with full deliverability throughout MISO, and, as provided above, requires that any such resource qualify as a Long-Term Network Resource in MISO. Seller will be responsible for and bear any and all out-of-pocket costs associated with causing the resource to be recognized as a Long-Term Network Resource of Buyer under the MISO OATT, including, without limitation, any and all application, study, upgrades, improvements, or deliverability fees, charges, and other costs.

Bidder will be required to break out and identify in its Proposal Package interconnection and network deliverability-related costs included in its pricing. Bidder will be permitted to refresh or update its pricing within 90 days after the Required Bid Submission Time.

2.4.2. Transmission Service for Acquisitions

For any acquisition Transaction, Buyer will be responsible, after consummation of the Transaction, for making Capacity available and the delivery of energy and Other Electric Products (to the extent capable of delivery) from the Facility. The assets purchased by Buyer from Seller will include, without limitation, any and all transmission-related rights held by or for Seller or any Affiliate thereof as of the closing (including auction revenue rights, financial transmission rights, and other transmission or congestion-related rights), to the extent related to the acquired generation assets.

2.4.3. Financial Settlement for PPAs and Tolls

For PPAs and Tolls, ESI intends for Seller to make available Capacity and deliver energy and Other Electric Products from the Facility (or the portion thereof allocated to Buyer) to MISO at the commercial pricing node (the "**CP Node**") for the Facility (or the portion thereof allocated to Buyer) (the "**Physical CP Node**") and for financial settlements with Seller to be based on applicable pricing, at the time of delivery, at the CP Nodes for the loads of the Included Entergy Operating Companies (the methodology for allocation among such CP Nodes which is described in Appendices B-1 and B-

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2) (the “**Financial Settlement CP Nodes**”). ESI expects that the Physical CP Node will be at the Electric Interconnection Point.

Subject to certain limitations, throughout the term of any Definitive Agreement, Buyer will have the right to determine from time to time whether Buyer (or a designee) or Seller will serve as the “market participant” for the generation resource before MISO. If Buyer is the market participant, Buyer’s payment to Seller for energy and Other Electric Product deliveries under the Definitive Agreement would include adjustments to the price at the Physical CP Node to account for any basis differential between the Physical CP Node and the Financial Settlement CP Node at the time of delivery and related costs and charges. If Seller is the market participant, financial schedules would be submitted to MISO for deliveries of energy and Other Electric Products from the resource under the Definitive Agreement. Among other things, the financial schedules would, for all such deliveries, identify the Physical CP Node as the source point, the Financial Settlement CP Node as both the internal delivery point and the sink point, Seller as the seller, and Buyer as the buyer. Bidder and/or Seller will be responsible for and bear any and all costs and risks associated with financial scheduling energy and Other Electric Products to the Financial Settlement CP Node, including, without limitation, electric losses, MISO fees, charges, and other costs related thereto (*e.g.*, financial scheduling fees, administrative costs, transaction charges).

2.5. Cost Recovery

As part of this RFP, ESI desires to evaluate the costs, benefits, risks, and other elements of long-term PPA, Toll, and acquisition opportunities on a comparative basis against resources owned by the Included Entergy Operating Companies. The risk evaluation in this RFP will include an assessment of the risks of regulatory disallowance or exclusion of Buyer costs due to reasons other than Buyer’s fault. To assist ESI in the evaluation process, each Bidder proposing a PPA or Toll will be asked to specify with particularity in diligence questions the extent to which it is willing to absorb or share in cost recovery risks in the Definitive Agreement and, if it is, the extent to which the absorption or sharing of cost recovery risk is included in its pricing. Proposals on cost recovery risk should address cost allocation, termination rights, timing considerations, and other terms material to a meaningful evaluation of the proposal. ESI makes no commitment and is under no obligation in this RFP to accept any proposal offered by Bidder regarding cost recovery risk or to assume cost recovery risk in any Definitive Agreement arising out of this RFP.

2.6. Fuel Supply

ESI prefers resources that offer fuel supply flexibility and fuel stability. Fuel supply flexibility considerations in the evaluation of proposals will include supply liquidity, sourcing, and fungibility of supply, limitations on fuel supply or relating to the transportation of supply, and alternative fuel supply and transportation options. Fuel stability considerations in the evaluation of proposals will include gas price volatility, the energy pricing structure proposed (*e.g.*, fixed, not fixed), the inclusion and structure of any proposed fuel adder, and fuel reliability/deliverability risks. A proposal that provides for only one effective means of gas transportation (*e.g.*, only one gas pipeline) or gas supply

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to the resource may be subject to qualitative and/or quantitative adjustments in evaluations of the proposal.

A resource's fuel supply arrangements can affect its ability to provide Capacity, energy, and Other Electric Products. To allow ESI to make a reasonable preliminary assessment of a resource's performance capabilities, Bidders will be required to provide information responsive to several fuel-related requests included in Appendix C. Bidders should be prepared to submit a comprehensive response to all such requests as part of their Proposal Packages.

2.7. Design and Operating Considerations

The following is a list of required generating resource equipment and design features for Eligible Resources offered into this RFP:

- automatic generation control (“**AGC**”);
- evaporative cooling or inlet chilling;
- duct burners for supplemental firing of the resource's heat recovery steam generators (“**HRSGs**”);
- control technology for air emissions from the resource must include a CO catalyst;
- net unit heat rate of no greater than 7,000 Btu/kWh (HHV) (97° Fahrenheit and 56% relative humidity) at full output without duct-firing;
- heat rejection systems for the resource that are based on a mechanical draft cooling tower;
- main condenser and mechanical draft cooling tower sufficiently sized to permit all combustion turbines to operate at or near full load with a complete bypass of the steam turbine;
- all combustion turbine designs must incorporate air-cooled combustors;
- two (2) x 100% boiler feed pumps on each HRSG;
- two (2) x 100% or three (3) x 50% condensate pumps;
- two (2) 100% air compressors;
- vacuum pumps for condenser air evacuation;

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- a demineralized water system capacity sufficient to support cyclic operation; and
- redundancy of the on-site natural gas compressors such that the loss of one compressor will not limit the output or restrict the operation of the resource.

Other equipment and design requirements for an Eligible Resource are set forth in Appendix D. Eligible Resource equipment and design may not include steam injection for power augmentation, a single shaft combined-cycle design, or high-fogging equipment. ESI prefers the incorporation into the proposed resource of a CCGT technology with a proven track record of performance.

The listed equipment and design features were selected in order to increase the likelihood that proposals are based upon a plant built to enhance reliability and availability for dispatch and to reduce design and performance differences between proposals, differences that can complicate the evaluation of the proposals and distort evaluation results.

The operational, performance, and design-related criteria described 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.

3. SELF-BUILD OPTION

ESI intends to develop and submit into this RFP a cost estimate for the Self Build Option. The Self-Build Option is a CCGT facility that would be built at Entergy Louisiana, LLC's Little Gypsy site, in Montz, Louisiana. The Self-Build Option will attempt to optimize the maximum capacity of the proposed self-build resource by including in the base plant design HRSG duct-firing and options for either chilling or evaporative cooling to the combustion turbine inlet. The Self Build Option will not have dual-fuel capability and will be sized at no less than 650 MW (ISO rating, at Full Load) and no more than 1,000 MW (ISO rating, at Full Load).

The Self-Build Option is expected to utilize existing infrastructure and resources at the Little Gypsy site, including existing natural gas infrastructure (for gas transportation and related services) and, when feasible, existing administrative or plant support infrastructure (*e.g.*, office facilities, control rooms, fire suppression systems). Generation from the resource is expected to interconnect with the MISO System at a 115 kV and/or a 230 kV transmission switchyard located at or near the Little Gypsy site.

The Self-Build Option will be considered an alternative to third party proposals submitted in response to this RFP. If ESI selects a third party resource out of this RFP for Transaction negotiations, one or more of the Included Entergy Operating Companies may continue to take the steps necessary to preserve the Self-Build Option as a viable option in case negotiations with the third

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party (or third parties) do not lead to a Definitive Agreement. If selected in this RFP, ESI expects to place the self-build facility into commercial service by no later than June 1, 2020.

ESI will require that the Proposal Package for the Self-Build Option, including the cost estimate for the Self-Build Option, be submitted to the RFP Administrator and the IM prior to the receipt of proposals from all other Bidders, and no later than 5 p.m. CPT on the Friday before the proposal submission period begins. After the Required Proposal Submission Time, the IM and the RFP Administrator will provide redacted data and information from the proposals received to the Evaluation Teams at the same time. All proposals, including the Self-Build Option, will be evaluated on a consistent basis, as described in certain appendices to this RFP and in this Main Body, and, subject to the other terms hereof, on the time frame set forth in Section 4.1 below. As discussed in more detail in Appendix G, ESI’s Evaluation Teams (see Section 6 below) will not include any member of the Entergy self-build commercial team or the self-build support services team and will work independently from the Entergy self-build commercial team for purposes of this RFP.

The IM, in consultation with ESI, intends to retain an independent consulting engineer to evaluate the reasonableness of the construction cost estimates of the Self-Build Option and, potentially, to undertake a similar evaluation for any other resource submitted in response to the RFP. The IM will consult with ESI 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 the RFP. In addition, ESI 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 SCHEDULE

4.1. Schedule

The RFP Schedule is critical for Bidders interested in participating in this RFP. The RFP Schedule below sets out, subject to Section 4.2 below, milestone events and dates. After consultation with the IM, notice of any change to the then-current RFP Schedule will be posted on the 2014 Amite South RFP Website.

Activity	Scheduled Date
Final RFP Documents Issued	September 17, 2014
Bidder Registration Period	October 20 – October 23, 2014
Final Date for Proposal Fee Payment	November 12, 2014
Final Date for Completion and Submission of Required Interconnection Application to MISO	November 17, 2014

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Proposal Submission Period	November 17 – November 20, 2014
Final Date for Bidder Updates to Proposal Package Interconnection and Network Deliverability-Related Costs.	February 18, 2015
Primary/Secondary Selection Lists Announced	May 21, 2015
Comprehensive Negotiations and Due Diligence Begin	June 2015
Bidder(s) Remaining on Secondary Selection List Released from Proposals	September 2015
Definitive Agreement Executed	December 2015
Regulatory Approval Process Complete	January 2017

4.2. RFP Schedule Modifications

Without limiting the generality of Appendix E, ESI reserves the right to withdraw, suspend, cancel, or terminate this RFP, or to modify any term of this RFP, including, without limitation, any term concerning the RFP Schedule (including any date), at any time in its sole discretion. ESI will endeavor to notify all participants who have completed Bidder Registration of any such withdrawal, suspension, cancellation, termination, or modification made prior to the Required Proposal Submission Time and to post notice of any such action on the 2014 Amite South RFP Website.

5. RFP MILESTONES AND PROCESSES - RFP ISSUANCE THROUGH PROPOSAL SUBMISSION

5.1. Technical and Bidders Conferences

The LPSC Staff hosted a technical conference/webcast for this RFP (“**Technical Conference**”) on August 8, 2014. Immediately following the Technical Conference, ESI hosted a conference/webcast for potential Bidders in this RFP and other stakeholders (“**Bidders Conference**”). The conferences/webcasts gave participants a high-level overview of, and other information concerning, this RFP and related processes and were open to all interested Persons. ESI personnel and the IM were available at the conferences to answer questions about the RFP schedule, the Bidder Registration Process, the Proposal Submission Process, the evaluation process, technical RFP issues, and proposed Transaction terms and conditions, and to respond to other requests for information about this RFP. ESI has posted the written materials presented during the conferences to the 2014 Amite South RFP Website. Bidders are advised that those materials may not duplicate all of the information provided at the conferences.

Responses to questions received during the Technical Conference and the Bidders Conference are posted on the 2014 Amite South RFP Website. Please refer to Section 7.1 below and Appendix G

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for additional information concerning questions submitted in connection with this RFP. In the event of an inconsistency between the RFP documents and the Technical Conference or the Bidders Conference presentation or the responses to questions received during the conferences posted on the 2014 Amite South RFP Website or provided verbally, the RFP documents will control.

5.2. Bidder Registration

To be eligible to submit a proposal, Bidder must complete the Bidder Registration Process, as described in this Section 5.2. Bidder Registration will begin at 8:00 a.m. CPT on the date specified in the applicable RFP Schedule and end at 5:00 p.m. CPT on the date specified in the applicable RFP Schedule (the “**Bidder Registration Period**”).

To register for this RFP, all Bidders (including, for purposes of this Section 5, those sponsoring the Self-Build Option, will be required to submit a completed Bidder Registration Agreement (including the Bidder Registration Form attached thereto) to the RFP Administrator via courier or electronic mail (as a .pdf attachment) by 5:00 p.m. CPT on the last day of the Bidder Registration Period. **Bidders will bear the risk of failing to submit the completed Bidder Registration Agreement by the specified 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, and, if delivery is made by electronic mail, Bidder must subsequently deliver to the RFP Administrator an original of the duly executed Bidder Registration Agreement by 5:00 p.m. CPT within three (3) Business Days after the last day of the Bidder Registration Period. 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.

Following submission of its completed Bidder Registration Agreement, Bidder will be issued a unique Bidder ID. In addition, each registered resource and proposal will receive its own Resource ID and Proposal ID, respectively. 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 ESI. The use of Bidder IDs, Resource IDs, and Proposal IDs is part of ESI’s process to ensure that appropriate protections are in place to minimize the dissemination of information that explicitly identifies Bidders to Evaluation Team members who do not need to know that information.

Bidders are required to pay a Proposal Submittal Fee of \$5,000.00 *for each registered proposal.*² Proposals that are alternatives to each other will be considered separate proposals and must be registered as such. ESI will bill Bidder for the total Proposal Submittal Fees due from Bidder within three (3) Business Days after the end of the Bidder Registration Period. Bidder will be required to remit payment of the Proposal Submittal Fee(s) in full in accordance with the instructions

² Since payment of the Proposal Submittal Fee would amount to paying themselves, the sponsors of the Self-Build Option are exempt from the Proposal Submittal Fee requirement.

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provided in the invoice. Payment will be due by the date specified in the applicable RFP Schedule. **Bidder's failure to submit the Proposal Submittal Fee for a proposal by the payment due date will cause Bidder to become ineligible to participate in this RFP with respect to such proposal.**

Proposal Submittal Fees will be refunded to Bidders only under the following circumstances:

1. Bidder registers a proposal and pays the Proposal Submittal Fee but does not complete Proposal Submission for that registered proposal;
2. Bidder registers a proposal, properly completes Proposal Submission, but subsequently withdraws the proposal prior to the Required Proposal Submission Time; or
3. ESI cancels or terminates this RFP prior to the selection 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 clauses (1) through (3) above, including, without limitation, if no proposals are selected for either the Primary Selection List or the Secondary Selection List after ESI has completed its evaluation of proposals, no refund of Bidder's Proposal Submittal Fee(s) will be made.

5.3. Proposal Submission

The Proposal Submission Process requires each Bidder to submit to ESI a completed Proposal Submission Template, a completed VAT self-assessment (discussed in Section 6.1.4 below), and completed responses to Appendix C (collectively, the "**Proposal Package**"), subject to Section 6.1.4 of the Main Body, in order to have its proposal(s) evaluated under this RFP. Under the current RFP Schedule, the period during which any Bidder may submit a completed Proposal Package will begin at 8:00 a.m. CPT on November 17, 2014, and end at 5:00 p.m. CPT on November 20, 2014 (the deadline for submission, the "**Required Proposal Submission Time**").

To submit proposals, Bidders must deliver their completed Proposal Package to the RFP Administrator, by the Required Proposal Submission Time, as (i) files attached to electronic mail or other electronic/digital media acceptable to ESI or (ii) a digital form acceptable to ESI (*e.g.*, a CD, a flash drive) delivered to the RFP Administrator by courier. Bidders must deliver their completed Proposal Submission Template in its native Excel form. The Entergy electronic communications network will not accept "zip" files or electronic mail with file attachments containing, individually or collectively, approximately ten (10) megabytes or more of data. Proposal information that is not accepted by the Entergy electronic communications network or is not properly addressed to and not timely received by the RFP Administrator will be considered undelivered. Proposals failing to

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provide complete responses as required may be considered non-conforming. Bidders should not send, and the RFP Administrator will not accept, paper copies of electronic proposals.

Bidders are also required to execute and deliver to the RFP Administrator the Proposal Submission Agreement by the Required Proposal Submission Time. The Proposal Submission Agreement must be executed by an officer or other representative of Bidder who is duly authorized to sign the Proposal Submission Agreement and tender the submitted proposal(s) on behalf of Bidder. (Electronic or stamp signatures are not permitted.) The Proposal Submission Agreement may be delivered to the RFP Administrator via courier or electronic mail (as a .pdf attachment). If delivery is made by electronic mail, Bidder must subsequently deliver to the RFP Administrator an original of the duly executed Bidder Proposal Submission Agreement (including hand-signed signature page) by 5:00 p.m. CPT within three (3) Business Days after the Required Proposal Submission Time.

After the RFP Administrator has electronically received Bidder's completed Proposal Package, Bidder will receive a confirmatory email from the RFP Administrator. Bidder should contact the RFP Administrator if a confirmatory email is not received within one (1) Business Day after Bidder's submission of the Proposal Submission Template and Proposal Submission Agreement.

Bidder will bear the risk of any failure of Bidder to submit the completed Proposal Package by the Required Proposal Submission Time as required by this RFP. Proposals for which Bidder does not submit all agreements, information, and material as required by this RFP may be considered non-conforming and eliminated from consideration.

5.4. RFP Hotline

A dedicated phone line (“**RFP Hotline**”) will be available to Bidders from 8:00 a.m. to 5:00 p.m. CPT on each Business Day throughout the Bidder Registration Period and the Proposal Submission Period. Bidders may use the RFP Hotline to ask technical questions regarding the Bidder Registration and Proposal Submission Processes. The number for the RFP Hotline is (281) 297-3758.

6. RFP MILESTONES AND PROCESSES – PROPOSAL EVALUATION THROUGH CONTRACT NEGOTIATION

6.1. Overview and Assessments

After the Required Proposal Submission Time, the RFP evaluation will begin. Early in the process, proposals will be evaluated for compliance with the Threshold Requirements. Proposals remaining after the Threshold Requirements compliance evaluation will be assessed based on economics, deliverability, viability, transactional considerations (including credit and commercial terms), and other factors. Applying qualitative and quantitative assessments, proposals will be

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assigned a proposal ranking and a recommended disposition. A final list setting forth the proposal (if any) selected for immediate negotiation (the “**Primary Selection List**”) and the proposal(s) (if any) selected for possible negotiation (the “**Secondary Selection List**”) will be created.

ESI will notify Bidders whose proposals were selected for the Primary Selection List (if any) or Secondary Selection List (if any) and will negotiate the final terms of a Definitive Agreement with Bidder on the Primary Selection List. ESI may negotiate commercial terms with one or more Bidders on the Secondary Selection List (if any) in the event of the termination or suspension of negotiations with Bidder on the Primary Selection List or if ESI determines such negotiations are appropriate. Bidders whose proposals were not selected for either the Primary Selection List or Secondary Selection List will be promptly notified and will have no subsequent participation in this RFP.

The proposal evaluation process will be carried out by four (4) separate evaluation teams (each, an “**Evaluation Team**”):

- Economic Evaluation Team (“**EET**”)
- Non-Pricing Assessment Team (“**NPAT**”)
- Viability Assessment Team (“**VAT**”)
- Credit Evaluation Team (“**CET**”).

The roles and responsibilities of the Evaluation Teams are described in Sections 6.1.2 through 6.1.5 below. ESI may include as a member on any Evaluation Team, or contract with, any third-party agent, consultant, advisor, contractor, or representative to assist in the evaluation of proposals as ESI 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 to facilitate the evaluation of proposals by all Evaluation Teams so that the evaluation process properly reflects the economics and operational characteristics of the proposals. In addition, members of the RFP Administration Team may be consulted by the RFP Administrator if there is a question whether information related to a proposal may be needed by an Evaluation Team.

The primary objective of the evaluation is to select one or more proposals that meet the requirements of this RFP and the needs of the Included Entergy Operating Companies at the lowest reasonable cost, taking into account reliability, risk mitigation, and other relevant factors. The evaluation process is designed to facilitate the fair and impartial economic evaluation of all proposals. Each of the Evaluation Teams, the RFP Administration Team, and the RFP Administrator reserves the right to ask clarifying questions of Bidder to obtain additional information that it believes may help with its understanding or analysis of Bidder’s proposal or the Self-Build Option. All clarifying questions will be communicated through the RFP Administrator by means of a clarifying letter.

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The proposal evaluation 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. ESI 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, subject to oversight by the IM, to use the evaluation methods and assumptions they consider appropriate to identify those proposals that best meet the needs of the Included Entergy Operating Companies and the requirements and objectives of this RFP.

The IM will oversee the evaluation and selection process to ensure that the process is fair, objective, and impartial to all Bidders. The IM's responsibilities will include monitoring the precautions taken to restrict access to proposal information only to appropriate members of the Evaluation Teams in order to preserve the confidentiality of information contained in the proposals.

Upon ESI's reasonable request and reasonable prior notice, Bidder will be expected to make available its duly authorized officers, representatives, and advisors for the purpose of answering questions, conducting negotiations, and executing and delivering the Definitive Agreement and related agreements or documents. Any Bidder invited 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 Agreements as promptly as possible.

6.1.1. Threshold Requirements Assessments

Near the start of the RFP, the RFP Administration Team, with input from the involved Evaluation Teams (see Section 2.3 above), will identify proposals that meet the Threshold Requirements and issue a list of the proposals that meet the Threshold Requirements or have, in the exercise of ESI's sole discretion, after consultation with the IM, been allowed to remain in the RFP. The list is expected to exclude only those proposals that fail to satisfy the Threshold Requirements, although ESI reserves the right to exclude, subject to oversight of the IM, proposals on other grounds. Proposals not on the list will be eliminated from further consideration in this RFP.

6.1.2. Economic Assessments

The EET is responsible for evaluating the economics of proposals received in response to this RFP and, with input from the NPAT, the CET, and the VAT, the ranking of such proposals. The EET's economic evaluation estimates the full-in economic cost and benefit to customers of each proposal evaluated. The evaluation will rely on tools and methods commonly used by ESI and the Included Entergy Operating Companies for long-term planning and resource evaluations, including, without limitation, a "Fundamental Economic" analysis and a "Net Supply Cost" (production cost) analysis.

Fundamental Economic Analysis

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The “Fundamental Economic” analysis uses spreadsheet models that compare the full-in economic cost and capacity revenue of each proposal based on a prescribed set of operating assumptions. Costs will be measured on a dollar per megawatt-hour (\$/MWh) basis and will reflect the levelized cost of each proposal over the evaluation term. The Fundamental Economic analysis for a proposal will reflect the price and operating cost provided by Bidder for such proposal. Modeling assumptions will include, without limitation, the resource’s projected annual capacity factor, fuel costs, emissions/allowance costs, and other variable inputs.

Net Supply Cost Analysis

The “Net Supply Cost” analysis relies on production cost modeling and spreadsheet models to project the cost of serving Entergy customers with the addition of a proposed RFP resource to the generation portfolio. The analysis considers fixed and variable costs, as well as forecast energy and capacity revenues. The effect of each proposal on total supply cost will be compared over the evaluation period.

In addition to the Fundamental Economic and Net Supply Cost analyses, the economic evaluation may utilize and rely on additional tools and methods deemed necessary for the effective assessment of proposal economics, including, but not limited to, qualitative considerations. The EET, in consultation with the IM may perform sensitivity analyses as it deems appropriate in connection with its evaluations.

Using inputs provided by the Evaluation Teams, the EET will prepare the Primary Selection List and, if it determines a Secondary Selection List is appropriate for this RFP, the Secondary Selection List. The EET will select the proposals included on the Primary Selection List (if any) and the Secondary Selection List (if any) based on a variety of factors, including, but not limited to, relative economics, ability to meet planning objectives relevant to this RFP, deliverability, viability, and transactional considerations.

6.1.3. Non-Pricing Assessments

The NPAT includes planning, deliverability, and production cost sub-teams that assess namesake aspects of proposals submitted into this RFP.

Planning Assessments

The Planning Assessment Sub-team evaluates the extent to which proposals will or may achieve non-pricing planning objectives relevant to this RFP, including, but not limited to, risk and reliability. Proposals will be assessed relative to each other based on the extent to which they are able to meet criteria associated with resource planning factors, including, but not limited to, reliability, flexibility, physical location, and transmission system interconnection. Qualitative ratings will be assessed for each planning factor based on quantitative and qualitative evaluation of specific

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identified criteria and other criteria that may be identified during the evaluation. The result of the planning assessment sub-team will be a composite qualitative rating for each proposal.

Deliverability Assessments

The Deliverability Assessment Sub-team is responsible for conducting the deliverability evaluation process in this RFP. The deliverability evaluation process is used to assess transmission/deliverability considerations associated with a proposal, including, without limitation, resource location, electric interconnection, and network deliverability.

Production Cost Assessments

The Product Cost Assessment Sub-team uses a production cost model (Aurora) to produce a forecast of variable costs and energy revenues for each proposal. Aurora results will feed into the EET economic evaluation models as inputs for the Net Supply Cost analysis (described in Section 6.1.2 above).

6.1.4. Viability Assessments

The VAT reviews and assesses the technical, environmental, fuel supply/transportation, and commercial merits of proposals. Bidders will be required to provide a self-assessment for each submitted proposal. The VAT will use this self-assessment to determine Bidders' compliance with the RFP proposal requirements.

The viability assessment will be carried out by subject matter experts (each, an "SME") who are members of the VAT. The subject matter expertise of VAT team members includes:

- commercial
- plant & equipment/O&M
- environmental & permitting
- fuel supply & transportation
- other disciplines, as appropriate.

Each VAT SME will be responsible for providing an overview and assessment of each proposal with respect to his or her area(s) of expertise.

The VAT will use the information provided in response to Appendix C and in Bidder's completed self-assessment form for its evaluation. Bidders are encouraged to provide complete responses to Appendix C at the time they submit their proposals. Failure to provide a comprehensive response could negatively affect a proposal's overall viability ranking.

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Near the beginning of the RFP evaluation, the VAT will review proposals for satisfaction of the Threshold Requirements for which the VAT has responsibility. (Please see Section 2.3 above for the requirements.) The VAT will base its assessment on its review and analysis of proposal information obtained from Bidder through Appendix C and the completed self-assessment form. After completing its evaluation, the VAT will provide the results to the RFP Administration Team and other Evaluation Teams.

Additionally, the VAT will review proposals to develop a risk assessment and overall risk/viability profile of the remaining proposals. These risk and viability evaluations will include assessments of resource capabilities, fuel procurement (including transportation) and price stability, environmental compliance risks, proposed commercial terms (including Special Considerations), 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 assessments the input of other Evaluation Teams.

The VAT's viability evaluation will be based on a qualitative assessment of various criteria in the general risk categories. This qualitative assessment will incorporate quantitative measures that result in an overall quantitative ranking for a proposal. A risk category score will be developed for the proposal by scoring multiple criteria in several risk categories, on a 1-5-10 scale, using ranking criteria. The weighted sum of each risk category's score will compose the VAT's overall quantitative ranking for the proposal. The VAT will seek IM concurrence of the final viability ranking and VAT recommendation for each proposal assessed. The final viability ranking will be factored into the evaluation of proposals that will lead to the selection of resources, if any, for the Primary Selection List and/or the Secondary Selection List. Without limiting Appendix D, ESI will have the right to reject a proposal, in consultation with the IM, on the ground that the proposal, in the judgment of the applicable Evaluation Team(s) or ESI, does not meet the criteria for viability established in connection with this RFP or otherwise is not viable.

6.1.5. Credit/Collateral Requirements

The CET will analyze each proposal except the Self-Build Option to assess potential credit risks and attendant collateral requirements. The CET's evaluation seeks to assure that the credit quality of Bidder (or, if different, Seller), when considered in light of its RFP proposal(s), complies with Entergy's corporate risk management standards and that any associated requirement for collateral or security to protect ESI's interest in connection with a Definitive Agreement arising out of Bidder's proposal are identified. Subject to the proposal satisfying the Credit Assessment Threshold Requirements set forth in Section 2.3 above, the CET will not reject a proposal from consideration solely on the basis of credit. Appendix F contains additional information about the credit evaluation process and the credit requirements for this RFP.

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6.2. Notification of Evaluation Results and Commercial Negotiations

After completion of the RFP analysis, the RFP Administrator will communicate to each Bidder the status of its proposal(s) and whether additional discussions or negotiations are warranted. As noted, ESI expects to negotiate the final terms of a Definitive Agreement with Bidder on the Primary Selection List (if any), and may negotiate such terms with Bidder(s) on the Secondary Selection List (if any). Proposals not making either list will be considered rejected. Any Bidder with a proposal on the Secondary Selection List will be released from its proposal three (3) months after notification of the proposal's placement on the Secondary Selection List, unless Bidder has been invited to negotiate the terms of a Definitive Agreement under this RFP based on that proposal.

ESI's receipt of a proposal or the placement of a proposal on any preliminary compliance list, the Primary Selection List, or the Secondary Selection List does not constitute or indicate acceptance by ESI of any term of such proposal. Without limiting Appendix E, each of ESI and the Included Entergy Operating Companies (i) has no obligation, and makes no commitment, of any kind, to enter into a Transaction with any Bidder, including a Bidder with a proposal on the Primary 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 ESI or an Included Entergy Operating Company in an LOI to which ESI or such Included Entergy Operating Company is a party.

As indicated in Appendix F, Bidder (or its designee) may be required to enter into a Letter of Intent (an "**LOI**") with ESI or one or more of the Included Entergy Operating Companies with respect to the proposed Transaction pending the negotiation and execution of the Definitive Agreement. Upon execution of the LOI, Seller will be required to provide a letter of credit meeting the requirements set forth in Appendix F in the amount of \$2,000,000.00 (and up to \$7,000,000.00 in the event the content in Bidder's Proposal Package failed to meet the Minimum Requirements for Developmental Resources set forth in Appendix D).

7. MISCELLANEOUS RFP MATTERS

7.1. Contact with ESI and RFP Questions and Comments

7.1.1. Authorized Bidder Communications Channels

The following communication restrictions became effective on July 18, 2014, and will continue through Bidder notification of the creation of the Primary Selection List (if any) and the Secondary Selection List (if any). Except as otherwise expressly provided in this RFP, all communications, including questions, regarding this RFP must be submitted in writing to the RFP Administrator (using the contact information provided above in Section 1.5). The IM will obtain and review all written communications between ESI and Bidders. The IM may comment on responses proposed by ESI prior to issuance, and ESI's responses may reflect input from the IM. Any contact

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or communication concerning this RFP (i) between Bidders, or representatives of Bidders, on the one hand, and personnel or employees of ESI other than the RFP Administrator, on the other hand, or (ii) between different Bidders, or representatives of different Bidders, made without the specific, prior written consent of the RFP Administrator after consultation with the IM is not allowed and is grounds for disqualification of the non-compliant Bidder(s). Bidders are, of course, permitted to communicate internally to their organizations and to their representatives with regard to this RFP as necessary. Bidders may also communicate with the IM at any time.

7.1.2. Posting Questions

Bidders and other interested Persons are invited to submit questions and comments about this RFP, including, without limitation, the Term Sheets, to the RFP Administrator (using the contact information provided above in Section 1.5). Alternatively, Bidder may submit questions to the IM (using the contact information provided in Section 1.6). All questions or comments regarding this RFP must be submitted in writing. Interested Persons are requested to submit questions as promptly as possible to ensure the timely receipt of ESI's response. ESI requests that all questions be submitted to the RFP Administrator or the IM by no later one week prior to the start of the Proposal Submission Period.

Subject to ESI's consideration of the confidentiality concerns described in Section 7.1.3 below, ESI intends to post all questions submitted by Bidders, as well as ESI's responses to those questions, on the 2014 Amite South RFP Website. All questions will be posted anonymously, to shield the identity of Bidders who posed the questions. ESI's objective in posting questions and answers is to afford Bidders equal access to information potentially relevant to their proposals.

ESI 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 such answers may or may not be posted to the 2014 Amite South RFP Website).

7.1.3. Questions Involving Confidential Information

Bidders should frame their questions, if possible, so that the answers do not require the disclosure of information that is confidential to ESI, any of the Included Entergy Operating Companies, or any of their respective affiliates. If ESI 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 ESI's response, then ESI will notify the IM and will respond to the question in writing, via certified mail, but only if Bidder posing the question has executed and returned to ESI a confidentiality agreement in substantially the form of the confidentiality agreement posted on the 2014 Amite South RFP Website.

Similarly, Bidder's questions should be structured to avoid, if possible, the disclosure of Bidder's confidential information. If Bidder believes that certain Bidder information contained in a

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question it intends to submit is confidential, it is strongly urged to attempt to exclude such information, whether by redaction or other means, and then to submit the question. If Bidder believes it is necessary or advisable to submit the question without redacting or otherwise shielding its confidential information, Bidder should, without divulging its confidential information, notify the RFP Administrator in writing of the purpose of the question and the nature of the confidential information so that ESI can determine whether Bidder's question requires the disclosure, either by Bidder or by ESI, of Bidder's confidential information, or whether such disclosure is unnecessary or can be avoided. If ESI determines that the disclosure of confidential Bidder information is necessary and appropriate, ESI will notify the IM and enter into with Bidder a confidentiality agreement in substantially the form of the confidentiality agreement posted on the 2014 Amite South RFP Website so that the question may be submitted. Questions containing confidential Bidder information that are submitted timely will be answered by ESI by electronic mail or express mail sent to Bidder.

7.2. Contact with MISO

MISO currently operates the Entergy Transmission System. Inquiries about the operation of or deliverability on the Entergy Transmission System should be directed to MISO at its South Region Transmission Planning Office, (ph) (504) 846-7100. Bidders are directed to the MISO website, www.misoenergy.org, for information about MISO.

7.3. Confidentiality Procedures for Bidder Registration and Proposal Submission Information

ESI 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. These procedures are designed and used so that information will be disclosed to the evaluation teams only to the extent necessary for resource evaluation and to other employees, agents and consultants of ESI or its Affiliates only to the extent necessary for them to perform their functions related to this RFP.

All Persons having access to Bidder's confidential information in connection with this RFP will be contractually and/or professionally bound to protect that confidential information and to use it for no other purpose besides activities related to the resource evaluation process or the 2014 Amite South RFP process. Notwithstanding the foregoing or anything to the contrary in this RFP, ESI and its Affiliates will have no, and expressly disclaim any, liability to a Bidder for losses or damages of any kind resulting from any disclosure of any Bidder or proposal information.

Proposals or other information or correspondence submitted in response to this RFP will not be returned to Bidders. At the conclusion of this RFP process (including regulatory review of any transactions resulting from this RFP), except as otherwise provided in any confidentiality agreement entered into between ESI and Bidder, all proposals will be either destroyed or archived by ESI,

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subject to the procedures described in this section providing for the treatment of such proposals as confidential and any applicable Codes of Conduct.

All information contained in a proposal (i) may be required to be disclosed by ESI or any Included Entergy Operating Company pursuant to any applicable law, rule, or regulation or in any legal proceeding involving ESI or any of its Affiliates and (ii) may be subject to review by one or more of the regulatory commissions, including their staffs, having jurisdiction over ESI and/or any of the Included Entergy Operating Companies, in connection with any regulatory proceeding involving ESI or any of the Included Entergy Operating Companies, or by any other Governmental Authority with jurisdiction over ESI, any of the Included Entergy Operating Companies or any Affiliate thereof over any matter related to this RFP, and may be subject to legal discovery or disclosure. By submitting a proposal in response to this RFP, Bidder agrees to allow ESI to use any of the information contained in the proposal as information, testimony, or evidence in any proceeding before any such regulatory commission or other Governmental Authority and to disclose any of such information when required to do so as described above; provided, however, that in the event such information is to be so disclosed and it concerns pricing, ESI will use its good faith efforts to obtain from the regulatory commission or other Governmental Authority to whom such disclosure is being made, a confidentiality agreement, protective order, or other mechanism to protect the confidentiality of such information and to limit its dissemination. ESI can provide no assurance of the outcome of any attempt to obtain a confidentiality agreement, protective order, or other mechanism. In addition, ESI advises Bidders that intervenors, including merchant generators, in prior regulatory proceedings have sought access to confidential Bidder information about potential resource acquisitions in proceedings relating to previous RFPs or in which ESI and/or one or more of the Included Entergy Operating Companies have been involved, and similar requests for access could be made in proceedings relating to this RFP.

7.4. Affiliate Rules and Codes of Conduct

All employees of ESI, any 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 2014 Amite South RFP Website.

7.5. 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 may adversely affect any right reserved to ESI or the Included Entergy Operating Companies in connection with this RFP or otherwise disadvantage ESI relative to its position with other Bidders without ESI's prior written agreement, either on its own behalf or as agent of one or more of the Included Entergy Operating Companies. Bidder must fully disclose to ESI all such

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contribution, indemnity, allocation, sharing or similar arrangements or agreements. Disclosure may be accomplished by means of a written letter to the RFP Administrator by the proposal submission deadline. Bidder may be required to respond to subsequent diligence inquiries concerning the arrangements or agreements.

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