



*2011
Request For Proposals (RFP)
For
Transition Plan Resources*

Entergy Arkansas, Inc.
June 10, 2011

2011 REQUEST FOR PROPOSALS (RFP) FOR TRANSITION PLAN RESOURCES

Introduction

1. **Background.** This 2011 Request for Proposals (RFP) for Transition Plan Resources (including all appendices, this “RFP”) seeks up to 750 MW of limited-term intermediate and peaking purchased power resources for Entergy Arkansas, Inc. (“EAI”). This RFP is issued by EAI and arises out of the pending termination of EAI’s participation in the System Agreement with other regulated electric utilities owned by Entergy Corporation (“System Agreement”). EAI anticipates a need for intermediate and peaking resources once the termination becomes effective (on or about December 19, 2013) and its electric system begins to operate as a stand-alone system.

2. **RFP Documents.** This RFP consists of a main body and four (4) appendices. Among other things, the main body (i) describes the products, amounts and other product features EAI seeks to obtain from market participants in this RFP, (ii) sets forth terms governing the preparation and submission of proposals and RFP-related communications with EAI, (iii) offers general guidance on EAI’s assessment of proposals, and (iv) provides a representative milestone schedule for this RFP. Appendix A contains an express reservation of EAI rights in connection with this RFP; warranty, liability and contract acceptance disclaimers; and terms addressing the disclosure of RFP-related information by EAI and bidders in this RFP (collectively, “Bidders” and individually, “Bidder”), Bidder’s responsibility for RFP-related costs, and regulatory approvals. Appendix B is a form of the Proposal Submission Agreement to be provided by Bidders to EAI in connection with its submission of one or more proposals hereunder. Appendix C consists of six templates (“Product Templates”), each of which sets forth terms and conditions applicable to a particular product solicited by this RFP and the information that Bidder is required, requested or allowed to provide in its proposal(s). Appendix D is a form of the Bidder’s Registration Agreement by which Bidders will register to participate in this RFP. The agreement will include a requirement that Bidder pay a non-refundable \$5,000 proposal submission fee (“Proposal Submission Fee”) for each RFP proposal that Bidder submits. Bidders are responsible for familiarizing themselves with and being aware of the terms of each Appendix.

3. **Eligible Participants.** All suppliers that can provide proposals meeting the requirements identified in this RFP, including other electric utilities, marketers, wholesale generators, independent power producers, and qualifying facilities (“QFs”) are invited to submit proposals. Bidders that are QFs will not be provided any preference in this RFP by virtue of their QF status. Off-system resources that meet the requirements for participation in and performance under this RFP, including, without limitation, the provision of required transmission service to the EAI transmission system, are eligible to participate. EAI will reject any proposal that conditions its effectiveness or Bidder’s entry into definitive agreements with EAI on EAI becoming a member of Midwest ISO (“MISO”) or any other change in or transition of the Entergy transmission system to an alternative

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arrangement for central planning and coordinated dispatch. Entergy competitive affiliates¹ are ineligible to participate in this RFP. Utility self-build and self-supply options are not being considered in this RFP. EAI is not soliciting and is not accepting information regarding demand response, energy efficiency or nuclear generating resources/services in this RFP.

General Product Information

4. **Categories and Products.** Through this RFP, EAI is soliciting proposals for products fitting within one of two product categories. The first category consists of “flexible generation” products that would provide EAI with intermediate generation (*e.g.*, CCGT) with competitive heat rates and a large operating range to follow the variations in load on EAI’s system and help EAI meet ancillary service needs. Four types of flexible generation products are being solicited. The second category covers “planning reserve” products that would supply EAI with capacity, energy and ancillary services in peak periods and in anticipation or upon the occurrence of certain operating contingencies. Two types of planning reserve products are being solicited. A few, select highlights of each product category and product are provided below. The products in both product categories are described in full in the Product Templates set forth in Appendix B. *Bidders should rely on the descriptions in the Product Templates in formulating proposals. In the event of any inconsistency between a provision in the Product Template and any other part of this RFP, including the main body, the Product Template will control.*

Flexible Generation Product Category - 2014-2016 Limited Term Purchase

- A. Product types for Flexible Generation Product Category
 - i. PPA MUCCO - Schedulable Flexible Intermediate Unit Power – 350 MW Max (with a minimum operating range of 60% to 100%).
 - ii. PPA MUCCO - Schedulable Flexible Intermediate Unit Power – 750 MW Max (with a minimum operating range of 50% to 100%).
 - iii. MUCPA - Schedulable Flexible Intermediate Unit Tolling Agreement – 750 MW Max (with a minimum operating range of 50% to 100%).
 - iv. PPA System Sale of Schedulable Flexible Intermediate Power – 350 MW Max (with a minimum operating range of 50% to 100%).
- B. Overview of Requirements/Features for Flexible Generation Product Category:
 - i. Contract capacity must be offered from January 1, 2014 through December 31, 2016. (As discussed in Section 17 below, contract

¹ An Entergy competitive affiliate is any affiliate of Entergy Corporation, other than Entergy Services, Inc., Entergy Operations, Inc., System Energy Resources, Inc., Entergy Gulf States Louisiana, L.L.C., Entergy Louisiana, LLC, Entergy Mississippi, Inc., Entergy New Orleans, Inc. or Entergy Texas, Inc.

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extension proposals will be allowed, but the evaluation of the transaction for the period beyond 2016 will be separately assessed).

- ii. Contract capacity minimums (ranging from 100 MW to 351 MW, depending on the product) and maximums (either 350 MW or 750 MW, depending on the product) for dependable unit contingent or system flexible capacity at summer peak reference conditions apply.
- iii. EAI must be able to schedule and dispatch the power supply over a minimum operating range (either 50 or 60%, depending on the product, to 100% of contract capacity). Proposals with larger operating ranges are preferred and, all else being equal, will be ranked more highly than those with smaller operating ranges.
- iv. Although EAI will accept proposals allowing only for “day ahead” commitment and scheduling of power, proposals offering greater flexibility and shorter notice are desired and, all else being equal, will be ranked more highly than those with less flexibility or greater notice.
- v. Resources with the capability to provide ancillary services for EAI’s operational requirements, such as operating reserves, supplemental reserves, regulation, or ramping capability, are preferred. AGC capability and the availability of fuel supply arrangements supporting ancillary service operations will also be considered in the evaluation of proposals.

Planning Reserve Product Category - 2014-2016 Limited Term Purchase

- A. Product types for Planning Reserve Product Category
 - i. PPA MUCCO - Schedulable Planning Reserve Unit Power – 175 MW Max.
 - ii. PPA System Sale of Schedulable Planning Reserve Power – 350 MW Max.
- B. Overview Requirements/Features for Planning Reserve Product Category
 - i. Contract capacity must be offered from January 1, 2014 through December 31, 2016. (As discussed in Section 17 below, contract extension proposals will be allowed, but the evaluation of the transaction for the period beyond 2016 will be separately assessed).
 - ii. Contract capacity minimums (either 50 MW or 100 MW, depending on the product) and maximums (either 175 MW or 350 MW, depending on the product) for dependable unit contingent or system flexible peaking capacity at summer peak reference conditions apply.

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- iii. EAI must be able to schedule and dispatch the power supply over a minimum of three dispatch levels (including the contract capacity maximum). Proposals with larger operating ranges are preferred and, all else being equal, will be ranked more highly than those with smaller operating ranges.
- iv. Although EAI will accept proposals allowing only for “day ahead” commitment and scheduling of power, proposals offering greater flexibility and shorter notice are desired and, all else being equal, will be ranked more highly than those with less flexibility or greater notice.

5. Target Procurement and Adjustments. EAI is seeking to contract for a total of up to 750 MW of generation resource products through this RFP. In addition to the resources sought in this RFP, EAI may need additional flexible generation capacity or planning reserves for its remaining energy needs in the 2014-2016 time period. The amount and type of actual resources required will depend upon the timing and outcomes of decisions made as EAI transitions out of the System Agreement, EAI’s future load growth, and the dates for de-activation of some of EAI’s older fossil-fueled generation. If the 2011 procurement identifies economic capacity suitable for the flexible generation and/or planning reserve category, EAI may slightly increase its targeted maximum procurement from this RFP.

6. Proposals Offering Post-2016 Benefits. EAI may consider terms of proposals offering potential benefits beyond the 2014-2016 time period, such as an option for EAI to extend the contract term. EAI is not requiring Bidders to propose such offers. Bidders may not condition EAI’s acceptance of their 2014-2016 proposals on EAI’s acceptance of any offer relating to the post-2016 time period. All offers for the period after 2016 will be subject to a separate evaluation, as described in Section 17 below.

Bid Preparation and Submission

7. Bidder Registration. Bidders wishing to submit a proposal pursuant to this RFP must complete and deliver to EAI a fully executed version of the Bidder Registration Agreement (Appendix D) by the applicable due date (please see Sections 20 and 21 below). An officer or other representative of Bidder who is authorized to sign the Bidder Registration Agreement on Bidder’s behalf will be required to execute the agreement. The Bidder Registration Agreement will require Bidder to identify the number of proposals Bidder intends to submit. EAI will invoice Bidder for the Proposal Submission Fees (\$5,000 per proposal) payable by Bidder within three (3) business days of the Proposal Submission Deadline. Payment for all proposals submitted in response to this RFP must be made no later than ten (10) business days after the deadline for proposal submissions. Proposals submitted without a proper Bidder Registration Agreement or payment of the required Proposal Submission Fees will be considered non-conforming and eliminated from further consideration.

8. Product Templates. As noted, EAI has developed a Product Template for each of the products targeted by this RFP. The Product Templates serve three distinct functions:

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- (1) to describe expected commercial terms of any definitive agreement entered into with successful Bidders following EAI's selection of proposals;
- (2) to inform Bidders of the information Bidders will be required, requested or permitted to include as part of their proposals; and
- (3) once Bidder has inserted such information into the Product Template and finalized the document, to constitute the actual proposal from Bidder.

Information Bidders may incorporate into their proposals includes terms EAI has invited Bidders to offer, information that Bidder believes will be helpful to EAI's understanding and evaluation of the proposed transaction, the seller, or the generation facilities and, as discussed with greater particularity in Section 9 below, special exceptions.

9. Special Exceptions. Any Bidder not wishing to agree to accept or be bound by a particular provision in the Product Template applicable to its proposal should (i) identify in the special exceptions section of its proposal the specific term or condition that it declines to accept or be bound by, (ii) provide in the special exceptions section a full and detailed explanation of its position, and (iii) identify whether acceptance of the special exception on the terms proposed is a prerequisite to its agreement to enter into a definitive agreement with EAI. Submission of a special exception does not mean that EAI will accept the exception in ensuing negotiations. Special exceptions that EAI determines may have a negative effect on the price or risk to EAI of the proposed transaction may be accounted for in the evaluation of the proposal and, in exceptional cases, may lead to rejection of the proposal as non-conforming.

10. Proposal Delivery; No Modifications. Bidders must deliver proposals to EAI through the RFP Administrator. Bidders are required to deliver proposals exclusively by email. Proposals must be attached to or accompanied by a portable data file, or .pdf, version of the Proposal Submission Agreement (Appendix B) that has been signed by an officer or other representative of Bidder who is authorized to sign and submit on behalf of Bidder the Proposal Submission Agreement and each companion proposal submitted to EAI. Bidder may submit more than one proposal under a valid Proposal Submission Agreement. The Proposal Submission Agreement contains other important information and obligations regarding proposal submission and Bidder's participation in this RFP. The target deadline for submission of proposals is 5 p.m. CPT on July 8, 2011. (For additional information about the schedule, please refer to Section 20 below.) No proposal may be modified after being submitted to the RFP Administrator without EAI's prior written consent, which may be granted or denied in EAI's sole discretion. EAI does not intend to contact Bidders for the purpose of clarifying the terms of proposals, though it retains the right to do so.

11. Bidder's Good Faith Best Offer. Any proposal submitted by Bidder must be its ***good faith best offer*** for the applicable product.

12. Joint Bids. For purposes of this RFP, a Bidder may consist of more than one entity. The individual members of such a Bidder may enter into contribution, indemnity, allocation, sharing or other similar arrangements or agreements amongst themselves to allocate their respective rights

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and obligations; however, no such agreement or arrangement will affect any rights reserved to EAI in connection with this RFP or otherwise disadvantage EAI relative to its position with other Bidders without its prior written agreement. Bidder must fully disclose to EAI any such contribution, indemnity, allocation, sharing or similar arrangement or agreement. 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.

Evaluation of Proposals and Selection

13. Evaluation Objectives. The primary goal of the evaluation of proposals will be the selection of resources that meet EAI's objectives for resources arising out of this RFP, including reliability, lowest reasonable cost, product need, and risk mitigation. The evaluation criteria will be developed by EAI resource planning and the System Planning & Operations group of Entergy Services, Inc. ("ESI"), an affiliate of EAI. The evaluation process will be designed to facilitate the fair, consistent, and impartial evaluation of all conforming proposals received in response to this RFP.

14. Key Evaluation Determinants. Key determinants of EAI's procurement decision in each product category include, without limitation, the potential economic benefits to EAI and its customers, the resulting enhancements to the flexibility and reliability of the EAI system, and the commercial, legal and other risks to EAI and/or its customers under the proposals over the 2014-2016 period.

15. Creditworthiness Evaluations. Each conforming proposal will be evaluated to determine Bidder's creditworthiness and the amount and type of credit support required of Bidder. Additional information about Bidder creditworthiness evaluations is located in the "Credit Support" section of the Product Templates.

16. Effect of Uncertainties. The evaluation of proposals will reflect uncertainties facing EAI in the operating environment for 2014-2016 and beyond, including future environmental compliance requirements, the future regional wholesale market, EAI's potential participation in MISO, and alternative possible transmission service arrangements. The evaluation of proposals in light of these uncertainties will consider the proximity of the resources relative to EAI's load, the certainty and risks of transmission service arrangements to deliver power when needed from the resources to EAI load, and the diversity, fuel supply and flexibility benefits that might arise from supplying EAI's aggregate needs from multiple resources or physical locations.

17. Evaluation of Post-2016 Benefits. EAI will evaluate proposals based on the benefits determined to be provided in the 2014-2016 time period. EAI may evaluate the terms of proposals offering potential benefits beyond the 2014-2016 time period, such as an option for EAI to extend the contract term or pre-determined arrangements for possible future transactions after 2016 that could improve EAI's flexible dispatch operations beyond the normal or guaranteed provisions of the

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contract. EAI's evaluation of post-2016 benefits is not expected to alter its selection of proposals under this RFP, except in instances where two or more proposals are determined to have equivalent or generally similar net benefits. In those instances, the post-2016 benefits may become a material or determining factor in the ranking of the clustered proposals.

18. Selection Process. The selection of proposals for award will be made by EAI management in consultation with EAI resource planning and other personnel or representatives. Transactions arising out of this RFP will be subject to review and approval in accordance with the applicable policies and procedures of EAI and Entergy Corporation.

19. Notification of Selections; Post-Selection Activities. After the evaluations are complete, the RFP Administrator or another representative of EAI will notify Bidders of the status of their proposals and whether additional discussions or negotiations are warranted. Unless and until EAI announces or otherwise notifies Bidder that the RFP process is terminated or concluded, or that its proposal has been rejected, Bidder 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 definitive agreements based upon its proposal(s). Any Bidder invited to finalize one or more definitive agreements is required 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. These actions may include, if requested by EAI, entering into negotiations with EAI to develop and finalize a letter of intent ("LOI") based upon Bidder's selected proposal(s). The LOI may require Bidder to post a letter of credit or other credit support of up to \$2 million for each proposal selected.

Representative RFP Schedule and Administration

20. Schedule. The following schedule is anticipated for this RFP (but is subject to change):

- i. 6/10/2011 – Final RFP documents, including the main body (with RFP schedule) and all Appendices, posted or distributed to potential Bidders;
- ii. 7/1/2011 – Target date for Bidder registration;
- iii. 7/8/2011 – Final date for Bidder registration and final bid submission;
- iv. 8/31/2011 – Bidders notified of the status of their proposals;
- v. Q1/2012 – Execution of definitive agreements; and
- vi. Late Q3/early Q4 2012 – Target date for regulatory approval of definitive agreements.

Only EAI may change the schedule. It is expected that any change made to the schedule will be communicated by notice posted on the RFP website (see Section 23 below) or given directly to Bidders or interested parties.

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21. RFP Administrator. EAI has designated an “RFP Administrator” for this RFP. The RFP Administrator’s responsibilities include acting as a liaison between the market participants in this RFP and EAI on all RFP-related matters; ensuring that Bidder questions received by EAI are addressed in an appropriate manner; receiving, recording and maintaining Bidder proposals; and managing other administrative matters relating to this RFP. The RFP Administrator for this RFP is Ms. Mary Decuir. All questions, requests and other inquiries or communications from Bidders about this RFP must be directed in writing or via email to:

RFP Administrator
Entergy Services, Inc., T-PKWD-3A
Parkwood II Building
10055 Grogans Mill Road, Suite 300
The Woodlands, TX 77380
Email: esirfp1@entergy.com
Fax: 281-297-5350.

22. Communications. Any unsolicited contact or communication between Bidders, or representatives of Bidders, and personnel or employees of EAI or any of its affiliates other than the RFP Administrator concerning this RFP made without the prior express written consent of the RFP Administrator is not allowed and is grounds for disqualification. This prohibition is effective once the final RFP documents are posted on the RFP website (see Section 23 below) and will continue throughout this RFP process. Bidders are urged to submit any RFP-related questions to the RFP Administrator as early as possible, in consideration of the proposal submission deadlines. During the proposal submission period, EAI expects to answer only questions specific to an actual proposal submission issue.

23. Website. The website for this RFP is http://entergy-arkansas.com/transition_plan. EAI intends to post all non-confidential materials and other information, including any changes to the representative schedule, regarding this RFP, to the extent EAI determines in its sole opinion that it is appropriate and reasonable to make such information available to all Bidders and the general public, on the RFP website.

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APPENDIX A

RESERVATION OF EAI RIGHTS AND OTHER RFP TERMS

Notwithstanding anything to the contrary, EAI may, and expressly reserves the right to, in the exercise of its sole and absolute discretion, at any time and from time to time, without prior notice and without assigning any reason therefor:

- cancel, modify (including, without limitation, any dates or times), suspend, withdraw or terminate this RFP;
- change any of the scheduled dates or times in this RFP, including, without limitation, those set forth in Section 20 of the main body of the RFP;
- refuse to accept or reject any proposal for any reason and without any obligation to assign or disclose any reason for rejection;
- without limitation of the generality of any of the other terms herein, reject any proposal that is incomplete or contains irregularities (or waive any irregularity in any proposal), or that it determines was made with the intent to create artificial prices, terms, or conditions or would have that effect;
- determine which proposals to accept, favor, recommend, pursue or reject;
- carry out negotiations with any, some or all Bidders or other persons or entities related to the RFP and delay, suspend or terminate negotiations with any Bidder;
- discuss the terms of any proposal submitted by Bidder with, and obtain clarification or additional information concerning its proposal from, Bidder or its directors, officers, employees, agents, representatives, and advisors;
- request from Bidder information not detailed in or required by this RFP but that, in EAI's sole opinion, may be necessary or relevant to the evaluation of Bidder's proposal(s);
- receive, consider and transact on opportunities to acquire resources offered outside the RFP process as such opportunities arise;
- determine which Bidders or entities to allow or continue to allow to participate in the RFP process;
- invite further or supplemental submissions of proposals;
- sign or not sign definitive agreements with Bidders or other entities or persons relating to the products solicited by this RFP;

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- retain, archive, or destroy any information or materials provided in the proposal submission process; and
- take any and all other actions it deems necessary or appropriate in connection with this RFP and the RFP process.

Each of the foregoing rights (including any right listed in a series of rights) may be exercised individually by EAI or through its directors, officers, employees, agents, and representatives, including ESI. The reservation of rights contained herein is in addition to other rights reserved or granted to EAI elsewhere in this RFP or otherwise held by EAI.

NO WARRANTIES OR LIABILITY

EXCEPT TO THE EXTENT CONTAINED IN A DEFINITIVE AGREEMENT WITH BIDDER:

- (A) ALL MATERIAL AND OTHER INFORMATION FURNISHED BY OR ON BEHALF OF EAI IN CONNECTION WITH THIS RFP IS PROVIDED WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, AND
- (B) EAI, ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ADVISORS SHALL HAVE NO LIABILITY TO ANY BIDDER, ANY OF ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, ADVISORS, LENDERS, OR INVESTORS RELATING TO OR ARISING FROM THE USE OF OR RELIANCE UPON ANY SUCH INFORMATION, ANY ERROR OR OMISSION THEREIN, OR OTHERWISE IN CONNECTION WITH THIS RFP.

ACCEPTANCE OF PROPOSALS

Without prejudice to EAI's rights under the Proposal Submission Agreement or at law or in equity, no proposal submitted by any Bidder shall be deemed accepted by, or otherwise binding upon, EAI, and EAI, its affiliates and their respective directors, officers, members, employees, agents and representatives shall have no obligation or liability of any kind with respect to any such proposal or otherwise in connection with this RFP, unless and until a definitive agreement has been mutually executed and delivered by EAI and Bidder, and then only to the extent expressly set forth therein or in another signed, binding written agreement entered into by EAI and Bidder. Without limitation of the foregoing, placement of a proposal on any proposal selection or short list does not indicate

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acceptance by EAI of any proposed contract terms. All proposals delivered to EAI shall become the sole and exclusive property of EAI upon receipt, and EAI shall have all rights and privileges of ownership of such property, subject to any provisions of this RFP relating to confidentiality and any applicable confidentiality or other signed, binding written agreement between EAI and Bidder executed in connection with this RFP process.

BIDDER COSTS AND EXPENSES

Each Bidder is solely responsible for all costs and expenses it incurs in connection with this RFP. Each Bidder agrees that under no circumstance, including, without limitation, EAI's withdrawal from or suspension, cancellation, or termination of the RFP process, will EAI, any of its affiliates or any of their respective directors, officers, members, partners, employees, agents, representatives or advisors have any responsibility or liability of any kind to Bidder, its affiliates or any of their respective directors, officers, members, partners, employees, agents, representatives, advisors or lenders for any cost or expense directly or indirectly incurred by Bidder (no matter how incurred) in connection with the RFP process.

DISCLOSURE OF INFORMATION

All information contained in a proposal (i) may be required to be disclosed by EAI or any other regulated affiliate of EAI pursuant to any applicable law, rule, or regulation or in any legal proceeding involving EAI 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 EAI and/or any of the regulated affiliates of EAI, in connection with any regulatory proceeding involving EAI or any of the regulated affiliates of EAI, or by any other governmental authority with jurisdiction over EAI or any of the regulated affiliates of EAI 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 EAI 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. In addition, EAI advises Bidders that intervenors in prior regulatory proceedings have sought access to confidential Bidder information about potential resource acquisitions in proceedings relating to previous Entergy requests for proposals or in which one or more of the regulated affiliates of EAI have been involved, and similar requests for access could be made in proceedings relating to this RFP.

No Bidder may, without the prior consent of EAI, disclose to any other person or entity (except those participating in the same proposal, as described above, and the RFP Administrator) their participation in the RFP process (other than by attendance at any meeting to which more than one participant is invited by EAI, which attendance in and of itself will not violate this provision of this RFP). Further, no Bidder may disclose, collaborate on or discuss with any other person or entity (except for those participating in the same proposal, as described above) bidding strategies or the

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substance of proposals, including, without limitation, the price or any other terms or conditions of any contemplated, indicative or final proposal. Any such disclosure, collaboration or discussion would violate this RFP and the Proposal Submission Agreement and may result in the proposal being rejected.

CONSENTS AND REGULATORY APPROVALS

EAI will be responsible for obtaining all consents, authorizations and regulatory approvals it requires for any transaction arising out of this RFP, including, without limitation, authorization from the Arkansas Public Service Commission and the Federal Energy Regulatory Commission. Bidders/sellers will be responsible for obtaining and maintaining all consents, authorizations and regulatory approvals necessary for the performance of their obligations under their respective definitive agreements. Please consult Appendix C to this RFP for additional information regarding consents, authorizations and regulatory approvals and conditions precedent to the delivery term.

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