

**REQUEST FOR BID
INTENT TO BID**

Base Camp and Logistics Services



Bluebonnet
ELECTRIC COOPERATIVE

Date Issued: June 14, 2024

INTENT TO BID AND NDA TO BE SUBMITTED BY:

4:00 p.m. CST, Tuesday July 16, 2024

Base Camp and Logistics Services

Bluebonnet Electric Cooperative, Inc. (Bluebonnet) is seeking proposal(s) from qualified Contractors of base camp and logistics services.

It is the intent of Bluebonnet to select Contractor(s) to accomplish services outlined in the Request for Proposal.

In order to receive the Request for Proposal (RFP document), Contractor must submit an email to logisticsRFP@bluebonnet.coop stating their intent to respond with an executed NDA (attached).

The deadline for notification of intent to bid and submission of Non-Disclosure Agreement (NDA) is July 16, 2024 at 4:00 p.m. Contact with any Bluebonnet employee or official is prohibited without prior written consent. Contractors contacting any other employee(s) or official(s) without prior written consent risk elimination of their proposal from further consideration.

Once the intent to bid and NDA is received, the RFP will be provided after July 16, 2024 to prospective Contractors.

Schedule of Important Dates

The schedule for this Request for Proposal is as follows:

Release notification of RFP	July 10, 2024
Deadline for intent to bid	July 16, 2024, 4:00 PM
Deadline for Questions and Inquiries	July 23, 2024, 4:00 PM
Proposal Submission Deadline	August 7, 2024, 12:00 PM
Final Selection and Notification	August 28, 2024



CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “Agreement”) is entered into as of _____ (the “Effective Date”) by and between _____, a _____, and, as the case may be, its subsidiaries, affiliates and divisions (together with such subsidiaries, affiliates and divisions, collectively, “_____”), and BLUEBONNET ELECTRIC COOPERATIVE, INC., a Texas non-profit electric cooperative corporation, and, as the case may be, its subsidiaries, affiliates and divisions (together with such subsidiaries, affiliates and divisions, collectively, “BLUEBONNET”). _____ and BLUEBONNET are referred to collectively herein as “the Parties”).

WHEREAS, _____ and BLUEBONNET are currently engaged in discussions concerning one or more potential transactions between _____ and BLUEBONNET and/or one or more of their respective affiliates relating to a potential business relationship between the Parties (collectively, the “Transactions”);

WHEREAS, in connection with such discussions, each, _____ and BLUEBONNET (in such role, each of _____ and BLUEBONNET is referred to herein as the “Disclosing Party”) may disclose to the other party (in such role, each _____ and BLUEBONNET is referred to herein as the “Receiving Party”) confidential information relating to the Transactions; and

WHEREAS, each party requires that such information be kept confidential.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Confidential Information. Each party, as Receiving Party, shall hold all written, oral or electronically communicated or stored information and material, including, without limitation, financial, technical, commercial or other non-public, confidential and proprietary information concerning the business, operations, customers, technology, and transactions of Disclosing Party along with certain proprietary “know-how”, methodologies and information that Receiving Party or its Representatives (as defined below) obtains from or through Disclosing Party or its Representatives (provided that such material is identified as being confidential) (the “Confidential Information”), in confidence and will not disclose any Confidential Information other than to directors, officers, managers, employees, agents, affiliates, advisors of a party and those of its subsidiaries and/or divisions (including, without limitation, attorneys, accountants, consultants, bankers, and financial advisors, but limited to those whose duties justify their “need to know” such information) (collectively, the “Representatives”) involved in evaluating and determining whether to enter into one or more of the Transactions, or as otherwise permitted herein. Each party, as Receiving Party, agrees that it will use the

Confidential Information made available by the Disclosing Party solely in connection with evaluating and determining whether to enter into one or more of the Transactions with the Disclosing Party, and should it decide not to enter into one or more of the Transactions with the Disclosing Party, will nonetheless hold all of the Confidential Information in strict confidence in accordance with this Agreement.

Section 2. Representatives. Receiving Party shall inform all Representatives with whom it shares the Confidential Information (“Receiving Party Representatives”) of the confidential nature of the Confidential Information and will direct such Receiving Party Representatives to treat the Confidential Information confidentially. Where this Agreement imposes any obligations on a Receiving Party, such obligation shall be deemed to include an obligation on it to procure Receiving Party Representatives’ Agreement to comply with such obligations.

Section 3. Disclosure. Notwithstanding any provision of this Agreement, nothing contained in this Agreement shall prevent the Receiving Party, its subsidiaries, affiliates or any Representatives of the foregoing from disclosing all or any portion of the Confidential Information:

- (a) upon request or demand (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) of any government or regulatory agency or authority having or claiming jurisdiction over Receiving Party, its subsidiaries or affiliates or any of their respective Representatives;
- (b) to the extent reasonably required in connection with any litigation to which Receiving Party, its subsidiaries or affiliates or any of their respective Representatives are a party;
- (c) upon the order of any court or administrative agency; or
- (d) as may otherwise be required by law.

Upon receipt of a request or order for disclosure of any Confidential Information pursuant to this Section 3, to the extent permitted under applicable law, Receiving Party will use best efforts to provide Disclosing Party with prompt written notice of such request *prior to disclosing any Confidential Information*, (i) stating the entirety of the request or order for disclosure of Confidential Information, (ii) identifying the requesting party, and (iii) describing the context under which such request or order is being made. Such notice shall be delivered within 5 days’ receipt of the request or order for disclosure, unless prohibited by law. Upon receipt of such notice, Disclosing Party may seek a protective order or other appropriate remedy, or waive compliance with the terms of this Agreement. If such protective order or other remedy is not obtained and the Receiving Party is legally compelled to disclose Confidential Information, or if the Disclosing Party waives compliance with this Agreement, the Receiving Party or its Representatives shall furnish only that portion of the Confidential Information which it is advised

by counsel is legally required. The term “person” as used in the Agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership or individual.

Section 4. Return of Confidential Information. Upon the termination of the Transactions or upon a decision by Disclosing Party or Receiving Party not to proceed with the Transactions, the Receiving Party will promptly, upon the request of Disclosing Party (to the extent reasonably practicable and legally permissible and as reasonably necessary in connection with standard computer backup procedures), return to Disclosing Party or destroy the Confidential Information and any other written material which contains the Confidential Information. Notwithstanding the foregoing, the Receiving Party may retain, to the extent required by law or its internal recordkeeping policies, all memoranda or similar internal analyses, computations, studies or reports containing Confidential Information, provided that any such retained information shall continue to be kept subject to the terms of this Agreement.

Section 5. Not Included in Confidential Information. The term “Confidential Information” does not include information which (i) was in Receiving Party’s or its Representative’s possession on a non-confidential basis prior to receipt thereof from Disclosing Party, (ii) becomes generally available to the public other than as a result of a disclosure in breach of this Agreement by the Receiving Party or its Representatives, (iii) is developed independently of this Agreement by Receiving Party or its Representatives, and are not derivatives or modifications prepared by Receiving Party that contain or are based on Confidential Information obtained from Disclosing Party or (iv) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not bound by a confidentiality obligation in favor of the Disclosing Party with respect to such information.

Section 6. Material Non-Public Information. Each party acknowledges and agrees that it is aware (and that its Representatives are aware or, upon receipt of any Confidential Information, will be advised by such party) that (i) the Confidential Information being furnished to Receiving Party may contain material, non-public information regarding the Disclosing Party and (ii) the United States securities laws prohibit any persons who have material, non-public information concerning the matters which are the subject of this agreement from purchasing or selling securities of a company which may be a party to a transaction of the type contemplated by this agreement or from communicating such information to any person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities in reliance upon such information.

Section 7. No Agreement. Each party understands and agrees that no contract or agreement providing for any Transactions shall be deemed to exist between the Parties unless and until a final definitive agreement has been executed and delivered. Each party also agrees that unless and until a final definitive agreement regarding the Transactions has been executed and delivered, neither party will be under any legal obligation of any kind whatsoever with respect to such Transactions by virtue of this agreement except for the matters specifically agreed to herein.

Section 8. Injunctive Relief. Each Receiving Party understands and agrees that disclosure of the Confidential Information or a breach of any of the terms and conditions hereof may result in irreparable damage to the Disclosing Party and/or its direct and indirect shareholders in an amount for which monetary damages may be an inadequate remedy. Accordingly, in the event of any breach or threatened breach of this Agreement, the Disclosing Party shall be entitled to seek injunctive relief, without the necessity of posting bond, in addition to any other remedies.

Section 9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of conflicts of law. Each party hereby irrevocably agrees to submit to the non-exclusive jurisdiction of any state or federal court in Texas with respect to any action or proceeding arising out of or relating to this Agreement.

Section 10. Notice. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed duly delivered three (3) days after the date postmarked, if delivered by domestic certified or registered mail with postage prepaid, or, if delivered by other means, on the date actual notice is received. Addresses for notice to either party are as shown on the signature page of this Agreement, or as subsequently modified by written notice.

Section 11. Survival. Each Receiving Party's obligations hereunder with respect to any Confidential Information of a Disclosing Party shall commence as of the Effective Date and shall survive until and shall terminate upon the earlier to occur of (a) the last day of the two (2) year period commencing on the Effective Date; or (b) the date on which _____ and BLUEBONNET enter into, execute and deliver definitive agreement(s) containing confidentiality terms and conditions that expressly supersede and replace this Agreement. Confidential Information of Disclosing Party's members is perpetual and shall not terminate under this section, but only under Section 3 of this Agreement.

Section 12. No Publicity. _____ and BLUEBONNET agree not to disclose any of (a) either such party's participation in discussions concerning the Transactions; (b) the fact that discussions are being conducted concerning the Transactions; (c) the terms and conditions of this Agreement; or (d) the terms and conditions of any other agreement related to the Transactions that may be entered into by and between the Parties hereto.

Section 13. Miscellaneous.

(a) For the avoidance of doubt, neither this Agreement nor the disclosure or receipt of any Confidential Information hereunder creates or implies any promises, obligations or intentions by either party hereto to make any purchase, sale or commitment, to engage in any future transactions or undertakings or to refrain from engaging in any transactions or undertakings with third Parties.

(b) Each party agrees and understands that a Disclosing Party makes no representation or warranty as to the accuracy or completeness of the Confidential Information, except as may be

otherwise agreed to in one or more separate written agreement(s) executed and delivered by each of the Parties hereto. Each Receiving Party agrees that neither the Disclosing Party nor any of its directors, officers, employees, affiliates, agents or representatives shall have any liability to the Receiving Party or any of its Representatives resulting from such Receiving Party's or its Representatives' use of the Confidential Information, except as may be otherwise agreed to in one or more separate written agreement(s) executed and delivered by each of the Parties hereto.

(c) This Agreement contains the entire agreement between the Parties concerning the confidentiality of the Confidential Information. Any consent or waiver of compliance with any provision hereof shall be effective only if in writing and signed by the Parties, and no such consent or waiver shall be deemed to extend beyond the particular subject thereof.

(d) If any provision hereof shall be determined to be void or unenforceable in any jurisdiction, the validity and effectiveness of such provision in any other jurisdiction, and the validity and effectiveness of the remaining provisions, shall not be affected. This Agreement may be signed in counterparts, which together shall constitute one agreement.

WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed as of the Effective Date on its behalf and on behalf of such party's respective subsidiaries, affiliates and divisions.

_____:

By: _____
Printed Name: _____
Title: _____

Address for Notices:

**BLUEBONNET:
BLUEBONNET ELECTRIC COOPERATIVE, INC.**

By: _____
Printed Name: _____
Title: _____

Address for Notices:
Bluebonnet Electric Cooperative, Inc .
ATTENTION: Jennifer Foery
P.O. Box 729
Bastrop, Texas 78602