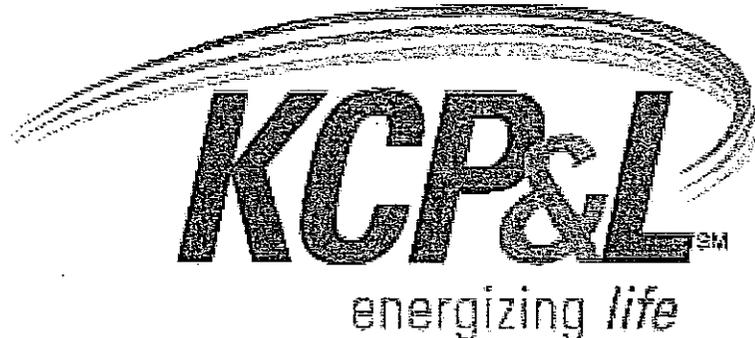


**Kansas City Power & Light Company and  
KCP&L Greater Missouri Operations Company  
(Collectively KCP&L)**

**Request For Proposals (RFP)  
2010 – 2011 Wind Resources**

December 1, 2009



Staff                      Exhibit No. KCPL316 ~~DK~~  
Date 3/3/11 Reporter JMB  
File No. ER-2010-0355

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### I. Introduction

#### A. Background

Operating from headquarters in Kansas City, Missouri, Kansas City Power & Light Company and KCP&L Greater Missouri Operations Company, both operating under the brand name KCP&L are two of the leading regulated providers of electricity in the Midwest. KCP&L provides electric service to more than 800,000 customers in 47 counties in northwestern Missouri and eastern Kansas - a service territory of approximately 18,000 square miles. Delivering that power requires 3,300 miles of transmission lines, close to 25,000 miles of distribution lines, and 322 substations.

KCP&L operates 9 stations with 26 generating units and 10 peaking plants providing power to our customers and selling into the wholesale market. KCP&L has over 5,900 megawatts of efficient generation assets in operation or under construction.

#### B. Purpose

Kansas City Power & Light Company and KCP&L Greater Missouri Operations Company (collectively KCP&L) are requesting proposals for wind generating facilities with a nominal nameplate capacity of up to 300 megawatts (MW), with up to 100 MW to be in service by August 15, 2010 by utilizing a Purchase Power Agreement (PPA) or through an acquisition of a fully or partially developed site. The remaining 200 is to be in service by October 1, 2011 by utilizing either a Build Transfer Agreement (BTA) or PPA. KCP&L's preference is that proposed wind generating facilities are to be located in either the State of Kansas or the State of Missouri. However, KCP&L will entertain competitive bids from areas outside Kansas and Missouri, subject to transmission availability.

### Acronyms and Definitions Used in This Document

ASA	Wind Development Acquisition and Sale Agreement
Bidders	Parties responding to this RFP
BOS	Bill of Sale
BTA	Build Transfer Agreement
CSA	Contractual Service Agreement
EPC	Engineering, Procurement and Construction Agreement
FERC	Federal Energy Regulatory Commission
KCP&L	Kansas City Power & Light Company
KCC	Kansas Corporation Commission
Local	Local shall mean an area within a 50-mile radius of the project
MISO	Midwest Independent Transmission System Operator
MW	Megawatt
MWh	Megawatt hour
MPSC	Missouri Public Service Commission

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PPA	Power Purchase Agreement
RFP	Request For Proposal
RTO	Regional Transmission Operator
SPP	Southwest Power Pool

KCP&L will entertain viable proposals that are based on any one or a combination of the following options:

**Option #1 - Build Transfer Agreement (BTA)** – This option requires Bidders to furnish KCP&L with a 100% ownership interest in a newly-constructed, fully interconnected wind generating facility with a nominal nameplate capacity of up to **200 MW** to be in service no later than October 1, 2011. Wind generating facilities proposed under this option shall have a minimum nameplate capacity of 100 MW and a maximum nominal nameplate capacity of 200 MW. KCP&L expects that the form of agreements to achieve this option will be similar to the EPC and ASA.

If Bidder's site has the capability for expansion beyond the initial proposed wind generating facility, then KCP&L requests that the proposal include both the price for the initial proposed wind generating facility and a price to expand the wind generating facility beyond the initial proposed wind generating facility. See Section III A for full details.

**Option #2a - Power Purchase Agreement (PPA)** – This option requires Bidder's to furnish wind energy and all environmental attributes to KCP&L under a PPA for up to **100 MW** from a designated wind resource with an on-line date no later than August 15, 2010. The PPA shall have a minimum nominal nameplate capacity offering of 25 MW and a maximum nominal nameplate capacity offering of 100 MW.

**Option #2b - Power Purchase Agreement (PPA)** – This option requires Bidders to furnish wind energy and all environmental attributes to KCP&L under a PPA for up to **200 MW** from a designated wind resource with an on-line date no later than October 1, 2011. The PPA shall have a minimum nominal nameplate capacity offering of 25 MW and a maximum nominal nameplate capacity offering of 200 MW.

**Option #3 - Acquisition of fully or partially developed wind project sites** – Acquisition of fully or partially developed wind project sites for future development by KCP&L. Any such project site shall have the capability of supporting a wind generating facility with a minimum nominal nameplate capacity of 50MW.

### C. Reservation of Rights

KCP&L reserves the right, without qualification and in its sole discretion, to reject any and/or all proposals for any reason whatsoever including, without limitation, by reason of any failure to comply with any requirement of this RFP, including proposals that

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contain omissions, erasures, alterations, or additions not called for or that are incomplete or irregular in any way. KCP&L further reserves the right, without qualification and in its sole discretion, to waive any formality, technicality or deficiency in proposals received and to modify or waive any of the criteria contained herein and/or the process described herein. Further, KCP&L reserves the right to consider alternatives outside of this RFP, or in its sole discretion, to individually pursue the option(s) that it determines to be the preferred option(s) to satisfy its individual capacity and energy needs. By submitting a proposal(s), each Bidder agrees it has done so without recourse against KCP&L for either rejection of Bidder's proposal or failure of KCP&L to enter into a contract with Bidder for any reason irrespective of whether KCP&L has entered into one or more contracts with other Bidders or failed to enter into any contracts with other Bidders.

KCP&L also reserves the right to: (a) reject or cancel any or all proposals; (b) reject any portion(s) of a proposal; (c) reissue the RFP with or without modification; and/or (d) negotiate all proposal elements.

### D. Confidentiality

KCP&L recognizes that certain information contained in a proposal from a Bidder may be confidential and may represent a competitive or business strategy. Bidders are responsible for identifying those portions of their proposals which they consider confidential and the reasons why such information is considered confidential. In addition to KCP&L's agents, consultants and employees, proposals in their entirety may be shared with the Public Service Commission of Missouri, the Kansas Corporation Commission or any other governmental entity that has regulatory authority over KCP&L. To the extent a proposal contains confidential information, both parties shall the NDA attached herein Exhibit 8.

## II. Summary of Key Activities

### A. Process Schedule

Proposals must be received by KCP&L no later than 5:00PM, Central Standard Time ("CST") on January 11, 2009, at the address listed in Section IIB below. The RFP process is scheduled to occur in accordance with the following schedule:

December 1, 2009	Issue RFP
December 16, 2009	<b>Mandatory</b> pre-bid conference,
December 30, 2009	Bidder clarification questions due
January 11, 2010	Proposals due
February 22, 2010	Anticipated supplier short list and notification
March 22, 2010	Review Process complete. Anticipated award of PPA.

Upon completion of the review process, KCP&L will inform Bidders of the status of their proposal(s) and may undertake further discussion with "shortlisted"

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parties, which may have been selected during the Evaluation Period. Such discussions may or may not ultimately result in KCP&L and any Bidder entering into a contract.

**B. Submittals, Inquiries and Other Communication**

1. By submitting a proposal, each Bidder agrees to accept and abide by the terms of this RFP.
2. The format of the proposal submitted shall be:
  - A) One (1) electronic copy shall be sent in Microsoft Word (.doc) format to Robert Nicholas on a memory flash drive card, CD or DVD.
  - B) Bidder shall submit, utilizing Microsoft Word (.doc) format, the pricing proposal separate from the Project proposal. See Exhibits 4A, 4B and 4C.

For purposes of this RFP, Robert Nicholas shall be the "KCP&L RFP Official Contact."

**Mail Delivery:**

Kansas City Power & Light Company  
Attention: Robert Nicholas  
C/O Document Controls  
20256 HWY 45N  
Weston, MO 64098  
816-640-3387  
Email [Robert.Nicholas@kcpl.com](mailto:Robert.Nicholas@kcpl.com)

3. *ALL PROPOSALS RECEIVED AFTER 5:00 P.M. CST ON January 11, 2010 AS STATED IN SECTION II.A. MAY BE REJECTED AT THE SOLE DISCRETION OF KCP&L.*
4. Electronically written (e-mailed) modifications of any proposal by a Bidder shall be considered only if received prior to the time stated for the initial receipt of proposals. Title of document shall be "**MODIFICATIONS TO 2010 – 2011 Wind Resources Proposal**", and also be stated in the subject line of the email transmitting the modification, to prevent it from

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being opened prior to the scheduled opening of the proposals. *No telephonic or oral modifications shall be considered.*

5. Any Bidder may withdraw its proposal by e-mail with proper identification by personally securing its proposal at anytime prior to the opening of the proposals. *No telephonic request to withdraw a proposal shall be considered.*
6. No Bidder is entitled to rely upon any oral interpretation by KCP&L or its consultant(s) or their respective representatives or employees concerning the meaning of this RFP. All requests for interpretation must be made in an e-mail writing format, addressed to: Robert.nicholas@kcpl.com

Requests for interpretation of this RFP must be received by December 30, 2009 at 5:00 PM CST in order to be considered by KCP&L. All interpretations and supplemental instructions, if any, to such requests will be in the form of a notification on KCP&L's web site. <http://wwwd.kcpl.com/apps/rfpwind/index.htm>

**KCP&L may, from time to time, issue one or more addenda to this RFP on the web site listed above. Failure of any Bidder to receive any addendum issued by KCP&L shall not relieve the Bidder from any obligation, requirement or other matters addressed therein. Each Bidder must acknowledge in its proposal receipt of each addendum that has been issued by KCP&L. If no addenda have been received, then the proposal shall so acknowledge.**

**C. Proposal Submittal**

Proposals should conform to the format described in Section IV - Purchasing Standard - of this RFP. KCP&L desires proposals that are clear and as specific as possible in terms of providing a description of the arrangements, costs and timelines proposed.

All costs incurred in responding to this RFP and preparing a proposal are to be borne by Bidder. KCP&L will not reimburse any Bidder for costs incurred in responding to this RFP or for costs incurred during any subsequent negotiations related to this RFP or any wind generating facility.

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### D. Mandatory Pre-Bid Conference

A mandatory pre-bid conference is scheduled for December 16, 2009 at 10:00 AM CST at KCP&L's offices located at 1200 Main, Kansas City, Missouri 64141. The agenda for this conference will include a general overview of the project and a discussion of KCP&L's purpose and goals for its wind-powered resources. KCP&L will not consider a Bidder's bid(s) unless the Bidder has representation at the pre-bid conference.

## III. General Information

### A. General Requirements

KCP&L is requesting proposals for wind generating facilities with a nominal nameplate capacity of up to 300 MW, with up to 100 MW to be in service by August 15, 2010 and the remainder to be in service by October 1, 2011. KCP&L's preference is that proposed wind generating facilities be located in either the State of Kansas or the State of Missouri, however KCP&L will entertain competitive bids for areas outside Kansas and Missouri subject to transmission availability. KCP&L will entertain viable proposals that are based on any one or a combination of above mentioned options.

KCP&L seeks options for full ownership of the 2011 wind generating facilities, a PPA and/or acquisition of fully or partially developed wind project sites. Please be aware that under Options #1 and #3 above, KCP&L will become the sole owner of the wind generating facilities and retain any and all environmental attributes including, without limitation, future renewable energy certificates or credits, green tags, emissions credits, carbon offsets and any other environmental attribute currently available or available at anytime in the future. In addition to environmental attributes, KCP&L shall retain all tax credits or incentives including, without limitation, production tax credits from the wind generating facilities. Under Options #2a and #2b above, KCP&L shall retain any and all environmental attributes including, without limitation, future renewable energy certificates or credits, green tags, emissions credits, carbon offsets and any other environmental attribute currently available or available at anytime in the future.

All proposals shall provide details for the interconnection of the wind generating facilities with the transmission grid including, without limitation, the point of interconnection with the transmission grid. Proposals shall also provide copies of interconnection agreements and studies if available. For the KCP&L ownership option, all interconnection rights shall be conveyed to KCP&L in whole, without reservation, and Bidder shall be responsible for securing all necessary consents or approvals from the transmission provider and, to the extent applicable, governmental agencies, to effect such an assignment. Proposals for interconnection to the local distribution system will not be accepted. Proposals for a PPA shall clearly identify the proposed delivery point for the transfer of power.

For Options #1, #2a and #2b, Bidder shall be responsible for all transmission interconnection costs as defined in the Large Generator Interconnection Agreement

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(LGIA) with the transmission provider and transmission system operator. Bidder shall indicate in the proposal the cost of the full transmission interconnection including, but not limited to, wind generating facility substation, transmission lines from the wind generating facility substation to the transmission provider's interconnection substation and the cost of all facilities upgrades required to complete interconnection to the transmission system. This shall be listed as a deduction from the total project cost if KCP&L elects to take responsibility of the interconnection of the wind generating facility to the transmission system. In all cases, KCP&L will be responsible for obtaining transmission service for delivery of the wind power to its respective network loads.

For Option #1 Bidder is responsible for all costs relating to required facilities including, but not limited to, office/ maintenance shop facilities and local utilities interconnections required for successful completion and operation of the wind generating facility. All proposals will include complete details on all such required facilities. Bidder shall indicate the cost of such items described in this paragraph as separate line items. These costs shall be listed as a deduction from the total project cost if, and then to the extent, KCP&L elects to take responsibility for any or all of these items.

For Option #1 and #3 to extent applicable, any one-time costs associated with a proposal, which are obligations under any form of permit or agreement between governmental bodies including, but not limited to, a Conditional Use Permit, if a Conditional Use Permit is required by law for the wind generating facilities, shall be the sole responsibility of Bidder. Additionally, all agreements between governmental agencies, such as Payment in Lieu of Taxes (PILOT), Donation Agreement, Road Maintenance Agreement, or a Decommissioning Agreement that have been completed, or for which drafts exists are to be included with Bidder's proposal (except as may not be the case for a proposal submitted under Option 3 above). Bidder shall identify any and all agreements with governmental bodies that have not been completed but will need to be completed prior to the construction of the proposed wind generating facility. All permits and/or agreements shall be assignable to KCP&L.

For all Options Bidder must demonstrate having secured all aspects of project site control by showing: (1) evidence of site ownership or an option to purchase the site, (2) a long-term easement or an option for a long-term easement, or (3) a long-term lease or an option for a long-term lease; as well as demonstrate that the project site is free from encumbrances that might adversely effect the wind generating facility. Project site control shall include but not be limited to: (1) provision for installation and operation of wind turbine generators; (2) provision for installation and operation of a meteorological tower; (3) provision for installation and operation of an Operations and Maintenance Building; (4) provision for installation and operation of a substation; (5) provision for installation and operation of a high voltage transmission line; (6) provision for installation and operation of a collector system; (7) provision for installation and operation of an information kiosk; and (8) any and all other land related agreements pertaining to the proposal.

1. Community Engagement and Support or Opposition under all Options.

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Bidder must present the process that was used for assessing local community/state input on the project and present the feedback received to the project. For projects where local community involvement has not taken place, Bidder shall provide an action plan for working with the local community on project issues. The process should include, at a minimum, the following elements:

- A list of the references used to assess the community reaction, and the methodology used to draw study conclusions.
- A list of public meetings held by Bidder, the list of attendees and minutes of the meetings.
- A list of public meetings held by any governmental entity, the list of attendees and minutes of the meetings.
- A list of key local contacts interviewed and their opinions both for and against the proposed facility.
- An assessment of the local community reaction.
- An action plan for working with the local community/state to successfully complete the project.
- A description of their process for conflict resolution.

2. Local Manufacturers, Suppliers and Contractors under Options #1, #2a and #2b

Preference will be given to proposals that include the use of local manufacturers, suppliers and contractors. Please indicate where those suppliers/contractors have been given the opportunity to bid in assembling the proposal, and, where they have been successful. If the supplier is included in a proposal, please provide the company name and the amount of that company's proposed contract. Discuss any other plans you have for developing local supply capability.

3. Diverse Supplier Participation under Option #1

Each Bidder shall submit a plan addressing how Bidder intends to work with Diverse Suppliers in performing the work under this RFP. "Diverse Suppliers" shall include businesses in the following categories: Small Business, Minority-Owned Business Enterprise, Woman-Owned Business Enterprise, Disabled Business Enterprise, Veteran Owned Business Enterprise, Disabled Veteran Owned Business Enterprise, Service Disabled Veteran Business Enterprise, HUBZone Small Business, 8(a) and Small Disadvantaged Business.

NOTE: This is a mandatory requirement and must be addressed in each Bidder's proposal.

Each Bidder is strongly encouraged to strive for at least ten percent (10%) Diverse Supplier participation on the total dollars spent in connection with the

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work covered by this RFP. Diverse Supplier participation will be used as a part of the overall evaluation of proposals.

The participation can be as joint venture partner(s), supplier(s), subcontractor(s), or distributor(s), and as direct purchases.

Certification as a Diverse Supplier is required to qualify. KCP&L recognizes certification, including the following organizations to name a few:

- Mid-America Minority Business Development Council
- The City of Kansas City, Missouri
- State of Missouri
- State of Kansas
- US Small Business Administration
- Women Business Enterprise National Council (WBENC)

Please contact the following KCP&L personnel if Bidder requires further assistance in identifying certified Diverse Supplier firms:

Valerie Coyazo  
 Manager – Supplier Diversity  
 Kansas City Power & Light Company  
 Tel # (816) 556-2843  
 E-Mail: valerie.coyazo@kcpl.com

### **B. Proposals and Contractual Service Agreement Proposals**

KCP&L requests proposals for the following options plus a Contractual Service Agreement (“CSA”):

#### **Option #1**

#### **Build Transfer**

#### **General Requirements**

KCP&L requests proposals for wind energy facilities with a nominal nameplate capacity of up to 200 MW (but in no event less than a nominal nameplate capacity of 50 MW) in either one (1) 200 MW project or a combination of projects (with no portion less than 50 MW) with a fully operational date no later than October 1, 2011. For this Option, KCP&L requests that pricing be based upon the minimum 50 MW and incremental pricing for each additional 50 MW blocks up to the maximum of 200 MW. Proposed terms and conditions for these Options are provided in the ASA or EPC documents as described below. KCP&L’s preference is that proposed wind generating facilities be located in either the State of Kansas or the State of Missouri. However, KCP&L will

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entertain competitive bids from areas outside Kansas and Missouri subject to transmission availability.

**Wind Development Acquisition and Sale Agreement (ASA):** Bidder acknowledges that the tangible assets including, but not limited to, all land ownership, easements, leases and/or options for same, conditional use (if required by law for the wind generating facilities) and development permits, environmental studies, wind resource studies, FAA studies and/or permits, interconnection rights and agreements, etc. will be delivered to KCP&L under the terms of a document similar to the ASA. See Bid Sheet Matrix in Exhibit 4. The ASA is available on <http://www.kcpl.com/apps/rfpwind/index.htm>.

**Engineering, Procurement and Construction (EPC):** Bidder shall engineer, procure all equipment, construct, finance and commission the project. KCP&L will acquire incremental ownership of portions of the wind generating facility per a milestone schedule to be negotiated. Once the total wind generating facility is complete and fully accepted, KCP&L will take over full ownership of the wind generating facility. If a Bidder intends to supply wind turbines from more than one manufacturer, then KCP&L requests that the proposal be broken down into the various configurations of equipment. See Bid Sheet Matrix in Exhibit 4a. The EPC Agreement is available on <http://www.kcpl.com/apps/rfpwind/index.htm>

**Contractual Service Agreement (CSA):** Bidder shall include in its proposal the costs for a 2-year and a 5-year CSA that covers all operations and maintenance work on the wind turbine generator package, which includes all equipment supplied by the wind turbine manufacturer plus any equipment outside of the wind generating facility substation which connects to the wind turbines and related equipment. The CSA will set forth the availability standard of the wind turbine generators and consequences for failing to meet the availability standard, which terms will be negotiated. The proposal shall contain all pertinent information regarding the qualifications of the entity to fulfill the CSA.

The CSA proposals should clearly describe the total cost of the 2-year and the 5-year bids. Terms of payment for the CSA will be negotiated. The CSA proposals shall clearly describe the ongoing operations and maintenance plan for the wind generating facility including the identity of the entities responsible for key activities. The identity of all key personnel of the entities responsible for key activities shall be listed together with the key activity they are involved with.

KCP&L will provide operations and maintenance on all equipment and facilities within the interconnection substation, transmission and communication lines between the wind generating facility substation and the utility interconnection substation.

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**Options #2a & #2b****Power Purchase Agreement****General Requirements**

Options #2a or #2b - A PPA with KCP&L for wind energy and associated environmental attributes as described below. The contract form for the PPA will be based on the PPA contract form available at <http://www.kcpl.com/apps/rfpwind/index.htm>.

The summary details of the PPA options are:

**PRODUCTS**

Energy delivered to a defined delivery point from a specified renewable, wind-powered generating resource, or resources, providing first-call physically delivered electrical energy.

All environmental attributes derived from the production of renewable energy from the facility including, but not limited to, renewable energy certificates and credits, green tags, emission credits, carbon offsets and any other environmental attribute currently available or available at anytime in the future shall belong to and inure to the benefit of KCP&L.

**QUANTITY**

KCP&L requests proposals for a PPA to acquire energy from approximately 100 MW of nominal nameplate wind-powered generation (in blocks of approximately 25 MW) from a designated wind resource with an on-line date no later than August 15, 2010. Additionally, KCP&L requests proposals for a PPA to acquire energy from approximately 200 MW of nominal nameplate wind-powered generation (in blocks of approximately 25 MW) from a designated wind resource with an on-line date no later than October 1, 2011. KCP&L requests that pricing be based upon 25 MW (the minimum) and that incremental pricing be provided for each additional 25 MW block up to the maximum of 100 MW for those projects with an on-line date no later than August 15, 2010, and up to the maximum of 200 MW for those projects with an on-line date no later than October 1, 2011. Pricing details shall be shown in Exhibit 4C.

**TERM**

Bidder shall propose a minimum twenty (20) year PPA for energy from a wind generating facility. KCP&L will entertain proposals for a ten (10) year initial term with an option exercisable in KCP&L's sole discretion to extend the PPA for an additional ten (10) year term or, on mutual agreement, for KCP&L to purchase the wind generating facility. Any resultant agreement, in KCP&L's sole discretion, shall be subject to approval by governmental bodies including, without limitation, Missouri PSC (MPSC)

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and Kansas KCC (KCC) approval. KCP&L, in KCP&L's sole discretion, reserves the right to seek on its own behalf regulatory approval of the PPA.

The wind generating facility and transmission interconnection must be designed and constructed in conformance with all FERC, MPSC, KCC and other applicable regulatory reliability agreements, criteria, procedures, protocols, tariffs and standards (including SPP and MISO or other regional transmission operator(RTO), if appropriate). Deliveries for the energy from up to 100 MW of wind generating facilities must commence no later than August 15, 2010 and deliveries for the energy from up to 200 MW of wind generating facilities must commence no later than October 1, 2011.

Bidder will own and operate the wind generating facilities and be responsible for all costs including, without limitation, development, land acquisition, permitting, financing, and construction for the wind generating facilities. Bidder will also be responsible for all taxes, operating expenses, and maintenance expenses during the term of the PPA.

The PPA shall be substantially similar to the form of PPA on KCP&L's web site. Any exceptions to the terms of the PPA as set forth on KCP&L's web site shall be specified in the proposal and Bidder shall offer substitute terms.

**Option #3**

Acquisition of fully or partially developed wind project sites for future development by KCP&L. Any such project site shall have the capability of supporting a wind generating facility with a minimum nominal nameplate capacity of 50MW. The proposal should specify the current status of the development including, without limitation, the following:

- (i) project site location and size
- (ii) community engagement and support or opposition
- (iii) real property rights targeted, optioned and or secured
- (iv) permits and licenses (with or without finalized ancillary agreements such as Payment in lieu of Taxes (PILOT), Road Maintenance Agreement, Donation Agreement and Decommissioning Agreement)
- (v) studies and reports including, without limitation, wind data, environmental assessments, FAA studies, Microwave Beam Path studies
- (vi) interconnection studies including facility study and systems impact study and agreements (large generator interconnection agreement)

**C. Regulatory Compliance and Environmental Requirements**

Bidders are responsible for acquiring, maintaining and transferring, as applicable, all required federal, state, and local approvals, licenses, permits or variances, and the specific requirements or potential requirements necessary to construct and/or operate any wind generating facilities or other facilities.

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KCP&L will only consider Bidders who demonstrate, to KCP&L's satisfaction, that the wind generating facilities are sited in compliance with applicable local, state and federal laws and regulations.

### IV. Purchasing Standard

#### A. Format

For ease of review and evaluation, all proposals should be prepared in accordance with the format described below. KCP&L may reject or disregard proposals which do not reasonably comply with this instruction.

Proposals should be organized by Sections and Exhibits in the order described below. Pages are limited to 8 1/2" x 11" with one (1) inch margins on the top, bottom and sides. The text is to be typed or written neatly in black ink. Typed text should be no smaller than 12-point font.

Bidders must adhere to the preceding submittal requirements. Failure to so comply may be cause for rejection of a proposal. However, KCP&L reserves the right to reject or accept any proposals for any reason whatsoever.

#### B. Content

Each proposal shall contain the following sections and the contents as described below. If the proposal includes wind generating facilities located at multiple sites, then each location should be described as a separate project. Some of this information must also be included in Exhibits 1 through 8 to be placed at the end of the proposal.

##### Section 1 - Executive Summary

The Executive Summary section shall provide an overall description of the proposal, including key features. It should include a general description of the location, technology, project design, business arrangements and financing of the proposed wind generating facility. This summary shall also include, but need not be limited to:

- proposed construction schedule and current status and schedule for commercial operation; and
- the current status of applications for, and the schedule for obtaining, all required permits, licenses and approvals.

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If the proposal includes multiple locations, or substantially different wind turbines, the Executive Summary shall describe each as a separate project, providing the aforementioned information for each.

**Section 2 - Project Description**

The project description section shall include a detailed description of the project including, but not limited to, the following elements:

**a. Generation Equipment Description:** Describe the proposed wind generation equipment. The information contained in the proposal shall include the manufacturer and model of the wind turbines, the size and number of wind turbines, the tower and hub height, turbine blade length, nameplate capacity and any other relevant equipment information. In addition, provide a summary of the commercial operating experience of the wind turbines, the anticipated design life of the turbines in weather conditions similar to those expected for the proposed project site and a listing of any performance guarantees and/or the manufacturer's warranty. For purposes of comparison, in the event there is more than one wind turbine manufacturer or more than one wind turbine model, KCP&L requests that information be provided on each wind turbine manufacturer and for each wind turbine model.

**b. Location of Project and Site Description:** Provide details on where the wind generating facility will be located, project size in acreage and MWs and anticipated placement of turbines, access roads and other project facilities, and location and distance from nearby homes or structures, communities, wildlife parks, wildlife preserves, wildlife sanctuaries, or other relevant entities.

The description of the proposed project site(s) shall also include the current use of all lands that will be used in the project site, including all structures, buildings, and facilities, etc. that are part of the proposal.

In addition, describe the potential for expansion of additional wind power development beyond the initial wind generating facility if the project site includes additional land beyond that required to fulfill the minimum nominal nameplate capacity requirements as discussed in Section III A, General Requirements.

If a question exists regarding the location of a proposed facility, please contact KCP&L as described in Section II B of this RFP.

**c. Energy Analysis:** Describe in detail the wind characteristics of the project site(s) and the wind monitoring activities and analyses performed to determine the expected energy production of the project site(s). Based upon site-specific wind speed data and equipment performance specifications, include studies showing the estimated energy production from the wind generating facility covering the bulleted items below. The source, the basis and the duration of wind

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speed data used for the energy production projections should be included. If the proposal includes alternatives for multiple wind turbine suppliers and turbine configurations then include the following information for each turbine model and configuration shall be included.

- A calculation of gross monthly and annual energy production using the wind frequency distribution and the turbine power curve. Show the projected energy production from various wind turbine manufacturers and wind turbine models that would be appropriate for the Project.
- A calculation of energy losses. All sources of losses considered shall be listed and individually quantified with a basis for the quantification provided.
- A calculation of projected net energy output on a monthly basis.
- A guaranteed availability based on turbine manufacturer maintenance specifications.
- Bidders shall provide: (i) 8,760 calendar-year hourly record of representative wind data with measurement height referenced and any extrapolations used to estimate wind speeds at the proposed hub heights, and (ii) 8,760 hourly energy production profile and expected energy deliveries for a typical calendar year.
- A minimum of three (3) years of meteorological data including, but not limited to, wind speed at all measured anemometer heights, air temperature, wind direction, wind shear, correlated data from NWS stations, etc., shall be provided if available. If three (3) years of data is not available, include all data that is available. If more than three (3) years of data is available then all data should be provided.  
See Exhibit 7, Wind Generation Profile

The Energy Analysis data described in the above Section shall be provided electronically in Excel<sup>®</sup> spreadsheet format.

**d. Local Community Siting Issues:** Bidder shall provide a description of any and all plans for assessing potential local community siting and zoning issues and public questions or concerns. The description shall include the information identified in Section III.A above.

Bidder shall also discuss any known issues relative to the development and operation of the wind generating facility that may be sensitive from an environmental perspective. This would include issues with endangering or threatening wildlife, wildlife habitats, avian issues, wetlands, floodplain or storm water issues, archaeological issues and noise levels.

**e. Project Schedule:** Bidder shall include a detailed proposed project schedule that includes detailed activities logically tied together, indicating the timing and duration required for the detailed activities and identifying each major milestone in the execution of the project, including the on-line date. This project schedule

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should be provided in both print and electronic format. Desired format is Primavera 6.2. Microsoft Project can also be used.

If the proposal includes multiple locations, separate schedules shall be submitted for each separate wind generating facility.

**f. Regulatory and Environmental Permits/Studies:** Bidder shall list all pertinent regulatory (local, state and federal) permits, licenses and approvals necessary for the construction and operation of the wind generating facilities described in the proposal. Include all required environmental studies and related documents that pertain to the proposal including, but not limited to, the assessment of bird kill, bat kill, habitat intrusion, viewscape issues, and prairie preserve issues. Bidders must submit a summary report of all key ecological attributes of the proposed project site(s). Best practices suggest that the report be developed by impartial locally knowledgeable experts. Please include the author's credentials.

**g. State and/or local agreements, contracts or other legally binding documents:** Bidder shall list all agreements, contracts or other legally binding agreements which it has entered into, or is required to comply with between Bidder and the State or local government or agency.

**h. Interconnection Rights and Schedule:** Bidder shall submit copies of executed agreements including any and all documents that demonstrate Bidder's viable interconnection rights including, without limitation, the LGIA, all related facilities studies and all notices to the transmission provider by Bidder or from the transmission provider to Bidder.

**i. Data Communications:** Bidder shall include a description of what data and in what format such data will be provided from each wind turbine and from the project site(s). Also include a discussion of the communication protocol(s) that will be used to communicate between the Project and KCP&L. Bidder is responsible for providing all wind site voice and data communication equipment, services and circuits required for operation of the completed wind generating facility. If information is required to be sent directly to the Southwest Power Pool (SPP), Bidder is responsible for having sufficient equipment, data bandwidth and communication software necessary to meet this requirement.

**Section 3 - Bidder's Qualifications**

Bidder's Qualifications section shall include, but not be limited to, the following information about Bidder:

- Corporate/business structure, including primary and secondary businesses, the number of years in business under present name and the state where organized/incorporated and its principal place of business.

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- Separate descriptions, as appropriate, for each member if there is a consortium, partnership, joint venture, or other entity composed of two (2) or more firms and the relationship between the entities for this proposal.
- Bidder's wind-powered generation and/or supply ventures and projects undertaken over the last ten (10) years.
- At least two (2) references (name and phone number) for each existing wind-powered generation and/or supply venture or project (for reference purposes).
- Description of Bidder's capabilities and experience with developing and operating wind generating facilities.
- Description of any past (within the last ten (10) years), current or pending litigation involving Bidder or an affiliate:
  - concerning wind-powered generation or supply agreements, ventures or projects; and/or
  - concerning Bidder's proposed energy supply facility.

**Section 4 - Financial Considerations**

The financial viability of any proposal should be demonstrated to provide assurance that Bidder, as well as any firm(s) or other entity involved in the proposal, has adequate financial strength. Financial strength is an indicator of the likelihood that Bidder is able to carry out the responsibilities of a supplier and that the energy will be available as projected. Each proposal must include the following financial information for each Bidder or other entity involved in the proposal:

- Current annual report for each entity (If an annual report is not available, a listing of assets, liabilities and cash flow must be provided).
- Audited financial statements for the last two (2) years, such as balance sheets, and profit and loss statements for each entity.
- Parental Guarantee (if Bidder has a parent entity).
- Statement by Bidder indicating whether Bidder has ever filed bankruptcy.
- Description of project financing.
- Amount of Performance Bonding capability and availability.

**Section 5 – Transmission Interconnection**

Proposals shall discuss transmission work completed to date as well as future planned transmission work with respect to the proposed project site(s). Please indicate if a generator interconnection request or a transmission service request has been filed with the transmission system. If so, please indicate the Generation Interconnection study number. If any transmission studies have been completed, please include them with the proposal.

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Bidder is responsible for all costs involved in interconnecting with the local utility or transmission system including, without limitation, the costs of all transmission interconnection studies and agreements.

While KCP&L will be responsible for obtaining transmission services from the point of interconnection, KCP&L requires that any transmission studies or related studies investigating the delivery to KCP&L's control area be included in the proposal.

Please describe the results of any contacts to date with the local utility or transmission provider concerning interconnection issues, rights and agreements.

### **Section 6 – Contract Terms and Conditions**

Proposed contract terms and conditions are found in the sample ASA, EPC, and PPA, available from KCP&L's web site. Bidders should understand that the final contract terms and form of agreements may change depending on the final agreement reached between the parties. Please note that the ASA, EPC, and PPA have been used successfully on other projects and illustrate KCP&L's basic requirements.

As part of its proposal, each Bidder must identify all questions, comments, requests, exceptions or objections (collectively, "Objections"), if any, that it may have to the terms and conditions set forth in the PPA available on KCP&L's web site. Any Objections must be set forth in writing and should be as detailed and specific as possible. Please indicate any exceptions you may have to the terms thereof by "redlining" the sample ASA, EPC and PPA using Word's Track Changes feature, and submit any such redlines with your final proposal.

Any Objections raised by a Bidder must be commercially reasonable. The nature of any such Objections will be among the criteria evaluated by KCP&L.

Failure to submit such questions, comments requests, or exceptions prior to the award of the Project will constitute a waiver of those issues by the Bidder. All provisions of the PPA that have not been objected to shall be deemed accepted and agreed to by the Bidder. KCP&L may, at any time during the Evaluation Period and in its sole and absolute discretion, modify, amend or change the terms and provisions of the PPA by issuance of an addendum.

KCP&L reserves the right to negotiate terms and conditions at all times prior to execution of the ASA, EPC and/or PPA. Nothing limits KCP&L's right, before its selection of a winning Bidder, to engage in discussions or negotiations with any or all Bidder(s), individually or collectively, relating to the proposed terms of the ASA, EPC or PPA, or the substance of any proposal.

### **Section 7 - Regulatory and Environmental Compliance**

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Bidder is exclusively and entirely responsible for meeting and satisfying all federal, state and local permits, licenses, approvals and/or variances that exist now or in the future that must be met to construct and to place the wind generating facility into operation.

**Section 8 - Other Information**

The Other Information section provides the opportunity to describe other aspects of the proposal that may not fit into one of the above categories. This might include alternative approaches and arrangements for providing renewable energy and associated benefits to KCP&L.

**Section 9 – Exhibits**

Proposals should include the following exhibits using the templates attached to this document.

**Exhibit 1 - Project Technical Description**

- If the proposal covers wind generating facilities located at multiple sites, a separate exhibit is needed for each site.
- If the proposal covers multiple types of wind turbines at a site, a separate exhibit is needed for each type of turbine.

**Exhibit 2 - Bidder Qualifications**

- If multiple companies or organizations are involved in the proposal, a separate exhibit must be filled out for each company and organization.

**Exhibit 3 - Financial Information**

- A separate exhibit is required for each company or organization involved in the proposal.

**Exhibit 4A – Lump Sum Turnkey Price****Exhibit 4B – Contractual Service Agreement Price****Exhibit 4C – Energy Pricing Terms****Exhibit 5 – Regulatory and Environmental Compliance**

- A separate exhibit is required for each proposed wind generating facility included in the proposal.

**Exhibit 6 - Contractual Terms and Conditions**

- A separate exhibit is required for each proposed wind generating facility included in the proposal.

**Exhibit 7 – Wind Generation Profile**

- If wind generating facilities are located at multiple sites, a separate exhibit is needed for each site.

**Exhibit 8 – Mutual Non Disclosure Agreement**

- If multiple companies, entities or organizations are involved in the proposal, a confidentiality agreement must be filled out and signed by each company, entity or organization.

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### Section 10 - Other Information

The Other Information section provides the opportunity to describe other aspects of the proposal that may not fit into one of the above categories. This might include alternative approaches and arrangements for providing renewable energy and associated benefits to KCP&L.

## V. Evaluation Process

### A. General Information

KCP&L will evaluate proposals to determine which, in KCP&L's sole opinion, are the most economical, feasible and viable options for meeting KCP&L's generation diversity and system needs. The evaluation will take into account both price and non-price criteria.

Throughout the Evaluation Period, each Bidder must furnish additional information, make presentations and attend meetings as requested by KCP&L. KCP&L reserves the right, in its sole and absolute discretion, to engage in discussions with any or all of the Bidders, collectively or individually, to discuss this RFP, the ASA, EPC, PPA, the respective proposals, any modifications or clarifications to the proposals, or any other matters related to this RFP.

KCP&L desires to select the best qualified Bidder that, in KCP&L's sole opinion, will be the best option for KCP&L and its customers. KCP&L reserves the right to reject any or all proposals for any reason, including non-conformance with the RFP requirements. KCP&L will evaluate each proposal using the evaluation criteria to determine which Bidder provides the best overall value and interest to KCP&L and its customers. No Bidder or third party shall be entitled to any written justification or administrative or other appeal as to KCP&L's rejection or acceptance of proposals.

By submitting its response to this RFP, each Bidder acknowledges and agrees that it is not entitled to receive, nor is KCP&L obligated, to provide any written justification of KCP&L's evaluation or qualification of a Bidder pursuant to the process described above.

### B. Evaluation Period

KCP&L will undertake a thorough evaluation and review of proposals submitted in response to and in compliance with this RFP. It is anticipated that this evaluation and review process may take as many as Fifty One (51) calendar days or more after the date proposals are due (the "Evaluation Period"). During the Evaluation Period, KCP&L may, in its sole and absolute discretion, perform any or all of the following:

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- A. Request one or more Bidder to make presentations and/or demonstrations as to its or their proposals and to attend meetings with representatives of KCP&L.
- B. Request additional information or documentation from one or more Bidders in order to establish, verify and/or confirm (i) each such Bidder's experience, competence and/or ability to complete the project, and/or (ii) any other matter addressed in such Bidder's proposal.
- C. Develop a "short-list" of one or more Bidders in accordance with the submittal requirements and evaluation criteria set forth in this RFP to determine which Bidders fall within the competitive range, following which KCP&L may, in its sole and absolute discretion, discuss and otherwise communicate with one or more of the Bidders that fall within the competitive range regarding specific elements of their respective proposal(s).
- D. Request one or more Bidders to submit a more detailed and comprehensive project schedule.
- E. By addendum, extend the Evaluation Period.
- F. Solicit best and final offers from one or more Bidders.
- G. Reject any or all proposals.

By submitting a proposal, each Bidder agrees that its proposal shall remain in effect during the Evaluation Period and may be accepted or rejected by KCP&L during such period. Each Bidder further agrees to negotiate in good faith with KCP&L during the Evaluation Period.

The commencement of negotiations between any Bidder and KCP&L does not create or imply any commitment by KCP&L to enter into an agreement with that Bidder.

A Bidder shall not be deemed selected by KCP&L during the Evaluation Period unless, during such period, such Bidder is designated by KCP&L and executes a definitive agreement with KCP&L for the wind generating facility.

**C. Evaluation Criteria**

Each proposal will be evaluated for competency, completeness and responsiveness based on the Bidder's expertise, the technical and financial qualifications of the Bidder, the responsibility of the Bidder, and the other evaluation criteria established by this RFP, including the ability to meet or exceed the criteria set forth below. The proposals, on balance, that are in the overall best interests of KCP&L and its customers, as determined by KCP&L in its sole and absolute discretion, will be selected.

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KCP&L will consider, but shall not be limited to, the following evaluation criteria as a part of its evaluation process:

- Total installed cost of a wind generating facility (including all transmission interconnection costs) for BTA specific responses.
- Total life cycle costs of the wind generating facility
- Twenty (20) year net present value of utility revenue requirements
- Wind generating facility/construction schedule
- Wind generating facility location
- Transmission service availability and cost
- Bidder's ability to obtain wind turbines and related equipment
- Turbine manufacturer and manufacturer of ancillary equipment
- Wind quality and availability of historical metrological data
- Wind generating facility's projected energy generation
- Experience of Bidder
- Experience of proposed subcontractors
- Total site potential with supporting evidence from nationally recognized third-party wind analysis services
- Community support and opposition
- Environmental impact
- Completeness of local, state and federal permits as required by statute
- Completeness of all generation interconnection studies
- Warranties and guarantees
- Contractual Service Agreement option
- Plan for utilizing local contractors, suppliers and/or local Diverse Suppliers.

Bidder: \_\_\_\_\_  
Project: Name \_\_\_\_\_

Exhibit 1

### EXHIBIT 1 - Project Technical Description

**GENERATION** (If providing information for more than one wind turbine manufacturer and/or wind turbine model please submit a separate exhibit for each manufacturer's wind turbine)

Wind Site location (complete physical address): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Manufacturer and Model of turbine: \_\_\_\_\_

Name plate capacity of turbine in megawatts (MW): \_\_\_\_\_

Name plate capacity of project in megawatts (MW): \_\_\_\_\_

Tower/Hub Height and Turbine Blade Length: \_\_\_\_\_

If a contract were signed in [ \_\_\_\_\_ ], what would be the anticipated in-service date of the first turbine in the project and the last turbine in the wind generating facility?

Include a complete project schedule with your proposal.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Expected Annual Energy Production per Turbine (MWh)

Include all information identified in Section 2, subsection "Energy Analysis".

### TRANSMISSION

Route by which energy will be transmitted to KCP&L if your facility is not connected directly to a transmission system operated by SPP (include name of each transmission provider, a contact name and phone number):

<u>Owner / Operator</u>	<u>Contact</u>	<u>Phone Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Bidder: \_\_\_\_\_  
Project: Name \_\_\_\_\_

Exhibit 2

### EXHIBIT 2 - Bidder Qualifications

Organization name: \_\_\_\_\_

Type of firm (circle one): Corporation, Sole Proprietor, Partnership, Other (Describe below)

If incorporated/organized, State of incorporation/organization: \_\_\_\_\_ Date of incorporation/organization: \_\_\_\_\_

Address for mail delivery:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for courier delivery:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Primary and Secondary Contacts:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

For each entity for which Bidder has developed or is in the process of developing wind generation capacity for another entity, please provide the following information:

Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone number: \_\_\_\_\_

In-Service Date: \_\_\_\_\_

Capacity (MW): \_\_\_\_\_

Annual Energy (MWh): \_\_\_\_\_

Bidder: \_\_\_\_\_  
Project: Name \_\_\_\_\_

Exhibit 3

### EXHIBIT 3 - Financial Information

Describe the proposed project cash flow requirements: If Bidder's proposal requires a lump sum payment from KCP&L at Commercial Operation (as defined in the various Agreements) indicate method of financing the Project up to the COD. If Bidder's proposal requires progress payments from KCP&L please include a complete payment schedule including a description of each milestone payment. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are there any past, current, threatened or proposed lawsuits, claims, judgments, or debarments related to your company, your facilities or your ability to satisfactorily complete a project as stipulated in any contract? \_\_\_\_\_

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has your company ever been debarred, disqualified, or excluded from bidding to any public or private entity?

\_\_\_\_\_

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe Bidder's ability to secure a Performance Bond or supply a Guaranty to cover the complete cost of Bidder's proposal? \_\_\_\_\_

Bidder: \_\_\_\_\_  
Project: Name \_\_\_\_\_

Please submit the cost of the Performance Bond including the name of the proposed issuer of the Performance Bond or the name of the Guarantor as part of Bidder's proposal.

**Please list any circumstance where Bidder's company/organization or any of the principals ever filed a petition for bankruptcy, admitted in writing its/their inability to pay its/their debts as they mature, ceased to function as a going concern, became insolvent, made an assignment for the benefit of its/their creditors, had a receiver appointed for its/their assets or any substantial part thereof, filed a petition for reorganization or arrangement under bankruptcy laws or had such a petition filed against it/them which was not dismissed or stayed within 30 days \_\_\_\_\_**

If applicable, please explain each circumstance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Please list any circumstance where Bidder's company/organization or any of the principals ever had a draw against a letter of credit, a demand against a bond or guaranty, a demand against retention, and/or was assessed liquidated damages.**

If applicable, please explain each circumstance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Please list any other fact or circumstance which could reasonably be expected to have a material negative impact on Bidder's ability to successfully complete the Project.**

Bidder: \_\_\_\_\_  
Project: Name \_\_\_\_\_

**Please provide credit references:**

Institution: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Institution: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Institution: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Institution: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Provide a copy of your most recent annual report (if unavailable, please provide a current listing of assets, liabilities and cash flow), current profit and loss statement that is closely related to the operations of your renewable energy facility(s) and a parental guarantee.**

Bidder: \_\_\_\_\_  
Project: Name \_\_\_\_\_

### EXHIBIT 4A - Lump Sum Turnkey Price

For proposals where KCP&L acquires ownership or an ownership interest in a wind generating facility, please provide the following information:

1. The proposed lump sum turnkey price payable upon closing including all related requirements as stated above.
2. Any financial commitments or fees to be paid to land lessors, governmental agencies or other parties that may encumber KCP&L now or in the future.

The following bid matrix is to be used. Fill in all data that is available.

**Option #1: Build Transfer Agreement with all Equipment (Expand Matrix as needed)**

Proposed Net Output (MW)					
Turbine Manufacturer					
Turbine Net Size (MW)					
Hub Height (meters)	60 m	65 m	70 m	75 m	80 m
Annual Generation (MWh)					
Total Project Cost (\$) Less Warranty Cost (\$)					
2-Year WTG Warranty (\$)					
3-Year WTG Warranty (\$)					
4-Year WTG Warranty (\$)					
5-Year WTG Warranty (\$)					

Proposed Net Output (MW)					
Turbine Manufacturer					
Turbine Net Size (MW)					
Hub Height (meters)	60 m	65 m	70 m	75 m	80 m
Annual Generation (MWh)					
Total Project Cost (\$) Less Warranty Cost (\$)					
2-Year WTG Warranty (\$)					
3-Year WTG Warranty (\$)					
4-Year WTG Warranty (\$)					
5-Year WTG Warranty (\$)					

Proposed Net Output (MW)					
Turbine Manufacturer					

Bidder: \_\_\_\_\_  
Project: Name \_\_\_\_\_

Turbine Net Size (MW)					
Hub Height (meters)	60 m	65 m	70 m	75 m	80 m
Annual Generation (MWh)					
Total Project Cost (\$) Less Warranty Cost (\$)					
2-Year WTG Warranty (\$)					
3-Year WTG Warranty (\$)					
4-Year WTG Warranty (\$)					
5-Year WTG Warranty (\$)					

Additional Site Capability (MW) Beyond Bid Proposal per description in Section III. A:

\_\_\_\_\_

Price for Additional Site Assets: \_\_\_\_\_

Bidder: \_\_\_\_\_  
Project Name \_\_\_\_\_

## EXHIBIT 4B - Contractual Service Agreement Price

Please include as part of proposals a 2-year and a 5-year Contractual Service Agreement. Include all pertinent information and pricing structures.

Bidder: \_\_\_\_\_  
Project Name \_\_\_\_\_

### EXHIBIT 4C - Energy Pricing Terms

<b>Option 2a Power Purchase Agreement Option</b>	
1. Term.	20 Years
2. Energy charge per delivered MWh.	
3. Any fixed or monthly charges.	
4. Any other charges.	
5. Estimated total charges.	
6. Estimated total cost per year.	
7. Estimated total monthly cost for every month of the contract term.	
8. Estimated energy delivery by month for every month of the contract term.	
9. Estimated peak delivery by month for every month of the contract term.	
10. Estimated hourly energy delivery profile.	

<b>Option 2b Power Purchase Agreement Option</b>	
1. Term.	20 Years
2. Energy charge per delivered MWh.	
3. Any fixed or monthly charges.	
4. Any other charges.	
5. Estimated total charges.	
6. Estimated total cost per year.	
7. Estimated total monthly cost for every month of the contract term.	
8. Estimated energy delivery by month for every month of the contract term.	
9. Estimated peak delivery by month for every month of the contract term.	
10. Estimated hourly energy delivery profile.	



Bidder: \_\_\_\_\_  
Project: Name \_\_\_\_\_

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Please provide copies of all signed leases and/or options regarding land rights, including all wind turbine sites, transmission easements, contracts with landowners and all other related land issues. Also include any arrangements, either formal contracts or proposals to local governmental agencies regarding lump sum or annual payments in lieu of taxes. All documents shall contain all pertinent information.

Bidder: \_\_\_\_\_  
Project: Name \_\_\_\_\_

## **EXHIBIT 6 - Contractual Terms and Conditions Exceptions**

**Please review the appropriate contractual documents (ASA/EPC/PPA) located on the web-site. Please redline the appropriate document(s) and submit with your final proposal.**

Bidder: \_\_\_\_\_  
Project: Name \_\_\_\_\_

### EXHIBIT 7 - Wind Generation Profile

The Supply Amount(s) shall be Energy amounts for each Dispatch Hour that shall be supplied by Supplier to buyer, pursuant to the Agreement, as specified by each value in the attached table below.

CONTRACT YEAR [Provide a table for each Contract year if they are not the same as Contract year 1]

Hours	Peak	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1	Off Peak (MWh)												
2													
3													
4													
5													
6													
7	On Peak (MWh)												
8													
9													
10													
11													
12													
13													
14													
15													
16													
17													
18													
19													
20													
21													
22													
23	Off Peak (MWh)												
24													
DAILY TOTALS	Off Peak (MWh)												
	On Peak (MWh)												
	Total (MWh)												
MONTHLY TOTALS	Off Peak (MWh)												
	On Peak (MWh)												
	Total (MWh)												
ANNUAL	Total (MWh)												
	Average Supply Amount (MW)												
HOURLY	Maximum Supply Amount (MW)												

Bidder: \_\_\_\_\_  
Project: Name \_\_\_\_\_

## EXHIBIT 8 – Mutual Non - Disclosure Agreement

### MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_, ("Effective Date") by and between Kansas City Power & Light Company ("KCP&L"), and \_\_\_\_\_ ("Supplier").

WHEREAS, the parties may provide confidential information under this Agreement in connection with one or more business transactions or proposed business transactions (each, a "Transaction").

NOW, THEREFORE, in consideration of the premises hereof and the promises set forth below, the parties agree as follows:

- 1. Confidential Information.** For purposes of this Agreement, the party disclosing Confidential Information is the "Disclosing Party" and the party receiving Confidential Information is the "Recipient." Confidential Information means all nonpublic information that the Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure, should be understood to be treated as confidential. Confidential Information includes any business, technical, marketing, financial, customer, supplier, employee or other information of the Disclosing Party and/or its affiliates, whether in electronic, oral or written form, and all memoranda, summaries, notes, analyses, compilations, studies or other documents prepared by Recipient which contain or reflect such information. The contents or existence of discussions or negotiations related to a Transaction shall constitute Confidential Information. Confidential Information shall not include information that (a) is or becomes part of the public domain other than as a result of disclosure by Recipient, (b) becomes available to Recipient on a nonconfidential basis from a source other than Disclosing Party, provided that, to the best of Recipient's knowledge, such source is not prohibited from transmitting such information by a contractual, legal, or other obligation, (c) was in Recipient's possession prior to disclosure of the same by Disclosing Party, or (d) can be shown by Recipient to have been independently developed by its representatives without access to the Confidential Information.
- 2. Use and Dissemination of Confidential Information.** Recipient agrees not to use or reproduce the Confidential Information for any purposes other than the Transaction(s). Recipient will hold the Disclosing Party's Confidential Information in strict confidence and will not disclose Confidential Information to any third party without the written consent of the Disclosing Party. Each party agrees that, to the extent necessary for any Transaction, the other may disclose Confidential Information to its affiliates subject to the terms of this Agreement. Recipient may also disclose to those employees, officers, agents and consultants of Recipient who need to have access to such Confidential Information in order to assist Recipient in the performance of a Transaction or its evaluation of a Transaction, provided they are made aware of the confidential nature of the information and are subject to nondisclosure obligations at least as restrictive as those contained in this Agreement. Recipient shall be responsible for any breach of this Agreement by any of its employees, officers, agents and consultants.
- 3. Duty of Care.** All Confidential Information must be retained by Recipient in a secure location. In addition, Recipient must provide the same care (and in no event less than reasonable care) to avoid disclosure or unauthorized use of the Confidential Information as it provides to protect its own confidential information.
- 4. Ownership and Return.** All Confidential Information shall be and remain the property of Disclosing Party, and no right or license is granted to Recipient with respect to any Confidential Information. Upon the termination of any Transaction or discussions concerning a potential Transaction (or sooner if so

Bidder: \_\_\_\_\_  
Project: Name \_\_\_\_\_

requested), Recipient agrees to immediately return to Disclosing Party or destroy all Confidential Information, including all copies of the same. Upon request, the fact of any such destruction shall be certified in writing to Disclosing Party by an officer of Recipient. Nothing in this Agreement obligates Disclosing Party to disclose any information to the Recipient or creates any agency or partnership relation between them.

5. **Applicability to Affiliates.** Any information disclosed by an affiliated company of the Disclosing Party to Recipient which would otherwise constitute Confidential Information hereunder if disclosed by Disclosing Party shall be deemed to constitute Confidential Information under this Agreement, and the rights of the Disclosing Party under this Agreement may be enforced by any such affiliate as if such affiliate were also a party to this Agreement.
6. **Compelled Disclosure.** If Recipient is required by legal or administrative process to disclose any Confidential Information, Recipient shall promptly notify Disclosing Party of such requirement so that Disclosing Party may seek an appropriate protective order or other relief. In any case, Recipient will (a) disclose only that portion of the Confidential Information which is required to be disclosed, (b) use its reasonable efforts to ensure that such Confidential Information is treated confidentially, and (c) notify Disclosing Party as soon as reasonably practicable of the items of Confidential Information so disclosed. Supplier agrees and understands that KCP&L may be required or may choose to disclose Confidential Information to the public utility commissions of either Missouri or Kansas. KCP&L will designate such information as "Highly Confidential" under the procedures agreed upon before those two commissions.
7. **Remedies.** Both parties acknowledge that remedies at law may be inadequate to protect Disclosing Party against any actual or threatened breach of this Agreement by Recipient, and, without prejudice to any other rights and remedies otherwise available to Disclosing Party, agree that Disclosing Party may seek a temporary restraining order and/or an injunction to protect its Confidential Information.
8. **No Obligation Regarding Transaction(s).** Both parties agree that unless and until a final, written definitive agreement regarding a Transaction between the parties has been executed and delivered, neither party will be under any legal obligation of any kind whatsoever with respect to such Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. No representation or warranty is made by the Disclosing Party as to the accuracy or completeness of any information provided to the Recipient.
9. **Term.** The term of this Agreement is five years from the Effective Date ("Term"). Either party may terminate this Agreement on thirty (30)-days written notice. Expiration or termination of this Agreement does not relieve either party of its obligations to protect Confidential Information received during the Term for a period of five (5) years from such termination.
10. **Miscellaneous.** This Agreement may be effected by exchanging signed counterparts, electronically and/or via 'hard' copy. This Agreement shall inure to the benefit of and shall be binding upon the parties' respective successors and permitted assigns. In the event that any one of the provisions contained in this Agreement should be found to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired by such a finding. No waiver of any provisions of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion. This Agreement contains the entire agreement of the parties, supersedes any and all prior agreements, written or oral, between them relating to the subject matter hereof, and may not be amended unless agreed to in writing by each party. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Missouri (without regard to its conflict of laws provisions).

Bidder: \_\_\_\_\_  
Project: Name \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**Authorized Representative for  
KANSAS CITY POWER  
& LIGHT COMPANY**

**Authorized Representative for  
SUPPLIER**

\_\_\_\_\_  
(signature)

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(signature)

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(print name)

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