



***COMPETITIVE BIDDING***

***REQUEST FOR PROPOSAL***

***For***

**ACQUISITION OF CAPACITY AND RELATED ENERGY**

***AUGUST 3, 2011***

---

## Table of Contents

1.0	INTRODUCTION AND PURPOSE.....	5
1.1	INTRODUCTION.....	5
1.2	PURPOSE.....	5
1.3	SOURCING OBJECTIVE.....	5
1.4	CONFIDENTIAL INFORMATION.....	6
2.0	INSTRUCTIONS TO RESPONDENTS.....	7
2.1	RFP SCHEDULE.....	7
2.2	KCP&L DESIGNATED CONTACT.....	7
2.3	MUTUAL NON-DISCLOSURE AGREEMENT.....	7
2.4	NOTICE OF INTENT TO BID.....	8
2.5	SUPPLEMENTAL INFORMATION.....	8
2.6	QUESTIONS.....	8
2.7	PROPOSAL SUBMITTAL.....	8
2.8	RESERVATION OF RIGHTS.....	9
3.0	SCOPE AND COMMERCIAL REQUIREMENTS.....	10
3.1	SCOPE.....	10
3.2	PROPOSALS.....	10
3.3	INTERCONNECTION AND POINT OF DELIVERY (POD).....	12
3.4	SYSTEM SPECIFICATIONS.....	13
3.5	MONITORING DESCRIPTION.....	13
3.6	COMMUNITY ENGAGEMENT.....	13
3.7	LOCAL MANUFACTURERS, SUPPLIERS, AND CONTRACTORS UNDER THE OWNERSHIP OPTION.....	14
3.8	DIVERSE SUPPLIER PARTICIPATION UNDER THE OWNERSHIP OPTION.....	14

---

3.9	REGULATORY COMPLIANCE AND ENVIRONMENTAL REQUIREMENTS.....	15
3.10	SAFETY .....	15
3.11	PROJECT SCHEDULE AND PROJECT CONTROLS .....	15
4.0	PROPOSAL REQUIREMENTS AND SUBMISSION LOGISTICS .....	16
4.1	FORMAT .....	16
4.2	CONTENT .....	16
5.0	EVALUATION PROCESS .....	22
5.1	EVALUATION OVERVIEW .....	22
5.2	EVALUATION CRITERIA .....	22

## **ATTACHMENTS**

ATTACHMENT A: MUTUAL NON-DISCLOSURE AGREEMENT

ATTACHMENT B: PROJECT TECHNICAL DESCRIPTION

ATTACHMENT C: RESPONDENT QUALIFICATIONS

ATTACHMENT D: FINANCIAL INFORMATION

ATTACHMENT E: OWNERSHIP OPTION COST DETAIL

ATTACHMENT F: PPA PRICING

ATTACHMENT G: REGULATORY AND ENVIRONMENTAL COMPLIANCE

ATTACHMENT H: CONTRACTUAL TERMS AND CONDITIONS (EPC, ASA and PPA)

ATTACHMENT I: CONTRACTOR SAFETY REQUIREMENTS

ATTACHMENT J: PROJECT SCHEDULE AND PROJECT CONTROLS

## **1.0 INTRODUCTION AND PURPOSE**

### **1.1 INTRODUCTION**

Operating from headquarters in Kansas City, Missouri, KCP&L Greater Missouri Operations Company (hereafter referred to as KCPL-GMO) is a leading regulated provider of electricity serving customers in Northwest and Central Missouri. KCPL-GMO operates 9 generating facilities providing power to our customers and selling to the wholesale market. KCPL-GMO has over 2,100 megawatts of generation assets in operation.

### **1.2 PURPOSE**

KCPL-GMO is seeking proposals to provide up to 200 MW of capacity and associated energy beginning in year 2014. KCPL-GMO will accept both short-term and long-term proposals to address this need, and bidders may submit proposals for less than the full capacity requirement.

The alternatives to address the capacity needs can be accomplished through one or more of the following mechanisms:

- acquisition of a fully developed site
- build and own, utilizing an Engineering, Procurement and Construction Agreement (EPC) accompanied by a Development Acquisition and Sale Agreement (ASA)
- execution of a Power Purchase Agreement (PPA)

Please refer to Section 3.0, “Scope” for further details and requirements.

**THIS DOCUMENT IS A SOLICITATION FOR BIDS THAT SHALL BE CONSIDERED OFFERS TO SELL. THIS DOCUMENT IS NOT AND IS NOT INTENDED TO BE AN OFFER TO BUY. KCPL-GMO EXPLICITLY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS RECEIVED, TO ACCEPT OR REJECT ANY OR ALL OF THE ITEMS IN ANY BID RECEIVED, OR TO WITHDRAW THIS REQUEST FOR PROPOSAL. KCPL-GMO EXPLICITLY RESERVES THE RIGHT TO NEGOTIATE WITH ANY OR ALL RESPONDENTS AFTER THE BID SUBMISSION IF SUCH ACTION IS DEEMED TO BE IN KCPL-GMO’S BEST INTEREST. KCPL-GMO EXPLICITLY RESERVES THE RIGHT TO ACCEPT A BID OTHER THAN THE LOWEST INITIAL BID. RESPONDENT IS RESPONSIBLE FOR ANY AND ALL COSTS IN CONJUNCTION WITH RESPONDENT’S PARTICIPATION IN THIS SOLICITATION.**

### **1.3 SOURCING OBJECTIVE**

Our sourcing objective is to execute a contract that delivers the best value buy for the scope defined in this Request for Proposal (RFP).

Respondent selection will be based on responses (referred to herein as “Bids” or “Proposals”) to this RFP as detailed in Section 4.0. We encourage you to submit your most competitive pricing and best solution since you may not be given an additional opportunity to refine your response. All Bids received shall become the property of KCPL-GMO.

### Acronyms and Definitions Used in This Document

ASA	Development Acquisition and Sale Agreement
EPC	Engineering, Procurement and Construction Agreement
Facility	Physical location of the project
FERC	Federal Energy Regulatory Commission
KCPL-GMO	KCP&L Greater Missouri Operations Company
KCC	Kansas Corporation Commission
LGIA	Large Generator Interconnection Agreement
Local	Local shall mean an area within a 50-mile radius from the project
MISO	Midwest Independent Transmission System Operator
MW	Megawatt
MWh	Megawatt hour
MPSC	Missouri Public Service Commission
POD	Point Of Delivery
PPA	Power Purchase Agreement
RESPONDENT	Parties responding to this RFP
RFP	Request for Proposal
RTO	Regional Transmission Operator
SGIA	Small Generator Interconnection Agreement
SPP	Southwest Power Pool
COD	Commercial On-line Date
NDA	Mutual Non Disclosure Agreement

### 1.4 CONFIDENTIAL INFORMATION

Respondent shall regard and preserve as confidential, all information received from KCPL-GMO and related to the business activities of KCPL-GMO, as well as third parties, exclusive of any information of public knowledge. Respondent shall hold such information in trust and confidence and accordingly agrees to disclose such information only to its personnel who have a need to know such information in connection with Respondent’s response to this RFP and only if such personnel are subject to non-disclosure requirements at least as restrictive as those contained herein.

KCPL-GMO recognizes that certain information contained in a Proposal from a Respondent may be confidential and may represent a competitive or business strategy. Respondents 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 KCPL-GMO’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 KCPL-GMO.

## 2.0 INSTRUCTIONS TO RESPONDENTS

### 2.1 RFP SCHEDULE

The schedule for this RFP is as follows (RFP Timeline):

Milestone	Completed by Date
RFP Available	August 3, 2011
Notice of Intent to Bid Due – 12:00 Noon CST	August 15, 2011
Respondent Questions Due – 5:00 p.m. CST	August 26, 2011
Proposal Responses Due – 5:00 p.m. CST	September 15, 2011
Bidder Review & Selection – 5:00 p.m. CST	October 31, 2011

Note: KCPL-GMO reserves the right to adjust this schedule as necessary. Upon completion of the review process, KCPL-GMO will inform Respondents of the status of their Proposal(s) and may undertake further discussion with one of more of the Respondents. Such discussions may or may not ultimately result in KCPL-GMO and any Respondent entering into an agreement.

### 2.2 KCP&L DESIGNATED CONTACT

Upon release of this RFP, all Respondent communications, except as otherwise expressly provided in 3.8 herein, shall be directed to the KCPL-GMO Designated Contact listed herein. Unauthorized contact regarding this RFP with any other KCPL-GMO employee may result in disqualification. Any oral communications will be considered unofficial and non-binding by KCPL-GMO. Respondents shall rely on written statements issued by the KCPL-GMO Designated Contact.

**KCPL-GMO Designated Contact: Patrick McCool**  
**Address: 1200 Main Street, 29<sup>th</sup> Floor**  
**Address: Kansas City, MO 64105**  
**Office Phone: 816-556-2537**  
**Office Fax: 816-556-2058**  
**E-mail: Patrick.McCool@kcpl.com**

### 2.3 MUTUAL NON-DISCLOSURE AGREEMENT

To the extent a Proposal contains confidential information, Respondent is required to sign and fax the Mutual Non-Disclosure Agreement (NDA) (Attachment A) to the KCPL-GMO Designated Contact in accordance with the RFP Timeline. Additionally, the Respondent is required to promptly mail the original signed NDA to the KCPL-GMO Designated Contact.



## **2.4 NOTICE OF INTENT TO BID**

All Respondents shall acknowledge receipt of a complete bid package and respond with intent to bid (Notice of Intent to Bid) **by 12:00 noon CST on Monday, August 15, 2011**. Notice of Intent to Bid shall be directed via e-mail to:

**Patrick McCool** ([Patrick.McCool@kcpl.com](mailto:Patrick.McCool@kcpl.com))

## **2.5 SUPPLEMENTAL INFORMATION**

Should any addenda to this RFP be necessary, such addenda will be sent to all Respondents who have submitted a Notice of Intent to Bid. Respondents are required to respond electronically confirming receipt of such messages. Each Respondent must acknowledge in its proposal receipt of each addendum issued by KCPL-GMO. Failure of any Respondent to receive an addendum issued by KCPL-GMO shall not relieve the Respondent from any obligation, requirement or other matters addressed herein.

## **2.6 QUESTIONS**

All questions must be submitted via e-mail to the KCPL-GMO Designated Contact in accordance with the RFP Timeline. In the question, please reference the specific area of the RFP to which the question relates. Responses shall be promptly provided to **ALL** participants in a format, which will become cumulative with each new question.

No Respondent is entitled to rely upon any oral interpretation by KCPL-GMO or its consultant(s) or their respective representatives or employees concerning the meaning of this RFP. All requests for interpretation must be made in writing via e-mail to the KCPL-GMO Designated Contact.

Questions related to the RFP must be received **by 5:00 p.m. CST on Friday, August 26, 2011** to be considered by KCPL-GMO. All answers to questions interpretations and / or supplemental information will be distributed to all Respondents via e-mail.

## **2.7 PROPOSAL SUBMITTAL**

By submitting a Proposal, each Respondent agrees to accept and abide by the terms of this RFP. All costs incurred in responding to this RFP and preparing a proposal to be borne by Respondent. KCPL-GMO will not reimburse any Respondent for costs incurred in responding to this RFP or for costs incurred during any subsequent negotiations related to this RFP or any generating facility.

Proposals for this RFP must be received in accordance with the RFP Timeline. Please be prepared to conduct follow-up discussions upon submission of your Proposal. Please follow the submittal guideline below:

Respondents must submit a Proposal as follows:

An electronic copy of your entire Proposal shall be sent on a flash drive or CD in Microsoft Word (.doc) format. The “Pricing” portion of the Proposal should be contained as one or more separate documents in the electronic copy of your Proposal. See Attachments E, F and G.

Modifications to any Proposal shall be considered only if received prior to the time stipulated for Proposal response in the RFP Timeline. The title of the document shall be “MODIFICATIONS TO 2011 RESOURCES PROPOSAL” and also be stated in the subject line of the e-mail transmitting the modification. *No verbal requests for modifications will be accepted.*

Any Respondent may withdraw its Proposal via e-mail or written correspondence. *No verbal requests to withdraw a proposal will be accepted.*

## **2.8 RESERVATION OF RIGHTS**

KCPL-GMO reserves the right, without qualification and in its sole discretion, to reject any and/or all Proposals for any or no reason whatsoever including, without limitation, by reason of any failure to comply with any requirement of this RFP, including Proposals that contain omissions, erasures, alterations, or additions not called for or that are incomplete or irregular in any way. KCPL-GMO 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, KCPL-GMO reserves the right to consider alternatives outside of this RFP, or, in its sole discretion, to pursue any option(s) that it determines to be the preferred option(s).

By submitting a Proposal(s), each Respondent agrees it has done so without recourse against KCPL-GMO for either rejection of Respondent’s Proposal or failure of KCPL-GMO to enter into an agreement with Respondent for any or no reason irrespective of whether KCPL-GMO has entered into one or more agreements with other Respondents or failed to enter into any agreements with other Respondents.

KCPL-GMO also reserves the right to: (a) reject 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.

## **3.0 SCOPE AND COMMERCIAL REQUIREMENTS**

### **3.1 SCOPE**

#### **Overview**

KCPL-GMO is soliciting Proposals through this RFP process to provide up to 200 MW of capacity and related energy starting in January 2014. Respondents may submit Proposals including, but not limited to, the following types of supply-side alternatives in order to meet all or a portion of these requirements:

- Base-load capacity resources
- Intermediate peaking
- Conventional peaking

Respondents may also submit Proposals for distributed generation resources, other than wind or solar, since those bids are solicited through separate RFPs.

### **3.2 PROPOSALS**

KCPL-GMO seeks options for acquisition of a fully developed site, ownership utilizing an Engineering, Procurement and Construction Agreement (EPC) accompanied by a Development Acquisition and Sale Agreement (ASA), or execution of a Power Purchase Agreement (PPA).

For the ownership option, Respondent is responsible for all costs related to getting the facility ready for normal operation including, but not limited to, any operations and maintenance facilities and grid interconnection. All proposals will include complete details on all such requirements. Respondent shall indicate the cost of such items as separate line items. These costs shall be listed as a deduction from the total project cost if, and to the extent, KCPL-GMO elects to take responsibility for any or all of these items.

Additionally for the ownership option, to the extent applicable, any one-time costs associated with a Proposal, which may be required under a required permit or agreement with governmental authority such as (but not limited to) a conditional use permit (CUP), shall be the sole responsibility of Respondent. Additionally, any required agreement with governmental agencies, including but not limited to Payment in Lieu of Taxes (PILOT), Donation Agreement, Road Maintenance Agreement, or a Decommissioning Agreement that have been completed, or for which drafts exist, are to be included with the Proposal. Respondent shall identify any and all agreements with governmental agencies that have not been completed but will need to be completed prior to the construction of the proposed generating facility. All permits and/or agreements shall be assignable to KCPL-GMO without reservations or restrictions.

For all options, Respondent must demonstrate having secured all aspects of the 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 generating facility. Project site control shall include but not be limited to: (1) provision for installation and operation of the unit(s); (2) provision for installation and operation of any operations and maintenance facility; (3) provision for installation and operation of a substation, if applicable, and the transmission solution including route; and (4) any and all other land related agreements pertaining to the Proposal.

More specifically, KCPL-GMO requests Proposals for the following options:

### **Ownership Option**

The ownership option would be executed under two agreements; an EPC and an ASA agreement.

- A. Engineering, Procurement and Construction Agreement (EPC): Union labor is required for the facility construction.** Respondent shall engineer, procure all equipment, construct and commission the generating facility. If a Respondent intends to supply major equipment from more than one manufacturer, then KCPL-GMO requests that the Proposal include details for each major component from each manufacturer. The Ownership Option Cost Detail sheet provided in Attachment E lists the information required for all major equipment by manufacturer as well as additional project cost detail. The form of the EPC is provided in Attachment H.
- B. Development Acquisition and Sale Agreement (ASA):** Respondent acknowledges that the project's assets including, but not limited to, any land ownership, easements, leases and/or options for same, CUP (if required by law for the facility), permits, environmental studies, resource studies, and interconnection rights and agreements shall be transferred to KCPL-GMO without reservation or restriction upon project completion pursuant to the ASA. KCPL-GMO will acquire ownership of the complete generating facility including all land rights. The form of ASA is provided in Attachment H.

### **PPA Option**

For PPA Proposals, KCPL-GMO is interested in proposals with a maximum of 20 years, but will consider shorter term Proposals of 5, 7 or 10 years. Any such shorter term Proposals should include one or more options exercisable at KCPL-GMO's sole discretion to extend the term of the PPA to 20 years. Respondent will own and operate the facility and be responsible for all costs including, without limitation, land acquisition, development, permitting, financing, and construction of the generating facility. Respondent will be responsible for all interconnection costs as defined in the applicable interconnection agreement with the distribution/transmission provider / operator. Respondent will also be responsible for all taxes and operating and maintenance expenses during the term of the PPA. KCPL-GMO reserves the right to seek regulatory approval, including Missouri PSC (MPSC) and Kansas KCC (KCC) approval, of the PPA and any related agreements.

Pricing shall be provided as specified in Attachment F.

The form of the PPA is provided in Attachment H.

### **Pricing**

Prices should indicate timing of payments.

- For Proposals to purchase the generating facility (EPC/ASA), the total project cost should be provided including a detailed summary of all component costs. Component costs should include, permitting, engineering, site development, materials, construction and commissioning.
- For PPA Proposals, pricing should include the energy cost (\$/MWh) and/or the capacity cost in terms of \$/kW per year to the POD. Proposals should include a clearly defined index and formula for any price escalation, if applicable.

Proposals should clearly state if and how any federal or state tax credits will factor into the pricing.

### **3.3 INTERCONNECTION AND POINT OF DELIVERY (POD)**

Proposals shall provide details for the interconnection of the generating facilities with the distribution/transmission grid including the POD. Proposals shall also provide copies of interconnection agreements and studies if available. Respondent shall indicate in the Proposal the cost of the distribution/transmission interconnection including, but not limited to, infrastructure costs such as the generating facility substation, distribution/transmission lines from the generating facility substation to the distribution/transmission provider's interconnection substation and the cost of all facilities upgrades required to complete interconnection to the distribution/transmission system. The cost of these interconnection elements shall be listed as a deduction from the total project cost if KCPL-GMO elects to take responsibility of the interconnection of the generating facility to the distribution/transmission system.

The 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).

For the ownership option, all interconnection rights shall be conveyed to KCPL-GMO in whole, without reservation or restriction, and Respondent shall be responsible for securing all necessary consents or approvals from the distribution/transmission provider and, to the extent applicable, governmental agencies, to effect such an assignment.

For the PPA option, Respondent shall be responsible for all interconnection costs, including interconnection costs as defined in the applicable interconnection agreement (such as the Large Generator Interconnection Agreement (LGIA) or the Small Generator Interconnection Agreement (SGIA)) with the distribution/transmission provider and distribution/transmission system operator. Proposals for a PPA shall clearly identify the proposed POD for the transfer of power.

### **3.4 SYSTEM SPECIFICATIONS**

Respondents should provide details of the specifications to which the facility is / will be built to including:

- Structural materials
- Balance of system components
- Configuration
- Structural requirements
- Operation and maintenance requirements, including personnel and hours
- Typical useful life of significant components
- Benefits specific to the system proposed
- Warranty details
- Any options / enhancements offered
- Other relevant information

### **3.5 MONITORING DESCRIPTION**

Respondents shall also provide a description of the monitoring system that will be installed at each site, including:

- Equipment requirements
- Data output
- Maintenance requirements

### **3.6 COMMUNITY ENGAGEMENT**

Community support will be a key variable in the evaluation process. Respondents 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, Respondent 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 Respondent, 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.

### **3.7 LOCAL MANUFACTURERS, SUPPLIERS, AND CONTRACTORS UNDER THE OWNERSHIP OPTION**

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 or the plan for providing an 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.

### **3.8 DIVERSE SUPPLIER PARTICIPATION UNDER THE OWNERSHIP OPTION**

Each Respondent shall submit a plan addressing how Respondent 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 Respondent's Proposal.***

Each Respondent is strongly encouraged to strive for at least ten percent (10%) Diverse Supplier participation on the total dollars spent in connection with the 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. KCPL-GMO recognizes certification, including, but not limited to the following organizations:

- 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 KCPL-GMO personnel if Respondent requires further assistance in identifying certified Diverse Supplier firms:

Valerie Coyazo  
Manager, Supplier Diversity  
Kansas City Power & Light Company

Telephone (816) 556-2843  
E-Mail: [Valerie.Coyazo@kcpl.com](mailto:Valerie.Coyazo@kcpl.com)

### **3.9 REGULATORY COMPLIANCE AND ENVIRONMENTAL REQUIREMENTS**

Respondents 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 generating facilities or other facilities.

KCPL-GMO will only consider Respondents who demonstrate, to KCPL-GMO's satisfaction, that the generating facilities are sited in compliance with applicable local, state and federal laws and regulations.

### **3.10 SAFETY**

Safety is the top priority. Respondents shall describe the safety culture within their company and explain how safety will be addressed in the project. Respondent will be obligated to register with KCPL-GMO and comply with all safety requirements as provided in the "Contractor Safety Requirements" document provided as Attachment I. Respondent must meet or exceed all federal, OSHA, state and local safety requirements. KCPL-GMO reserves the right (but shall have no obligation) to include in any agreement(s) utilized with regard to the project anticipated hereunder, language the same as or substantively similar to that language set forth as Attachment "I," "Contractor Safety Requirements".

### **3.11 PROJECT SCHEDULE AND PROJECT CONTROLS**

KCPL-GMO reserves the right (but shall have no obligation) to include in any agreement(s) utilized with regard to the project anticipated hereunder, language the same as or substantively similar to that language set forth in Attachment "J," "Project Schedule and Project Controls".



## **4.0 PROPOSAL REQUIREMENTS AND SUBMISSION LOGISTICS**

### **4.1 FORMAT**

For ease of review and evaluation, all Proposals should be prepared in accordance with the format described below.

Proposals should be organized by sections and Attachments 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.

### **4.2 CONTENT**

Each Proposal shall contain the following sections and the contents as described below. If the Proposal includes 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 Attachments B through H; to be placed at the end of the Proposal.

#### **Section 1 - Executive Summary**

The Executive Summary should 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 generating facility. This summary shall also include, but need not be limited to:

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

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

A separate proposal for each option is acceptable.

#### **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 generation equipment. The information contained in the Proposal shall include the manufacturer and model of the units, the size and number of units, nameplate capacity and any other relevant equipment information. In addition, provide a summary of the commercial operating experience of the units, the anticipated design life of the units 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 unit manufacturer or more than one unit model, KCPL-GMO requests that information is provided on each unit manufacturer and for each unit model.

**b. Location of Project and Site Description:** Provide details on where the generating facility will be located and a complete site description to include size, anticipated placement / arrangement of the units, any access roads and other project facilities, and location and distance from nearby homes or structures, communities, parks, wildlife preserves, wildlife sanctuaries, or other neighbors of interest.

The description of the proposed project site(s) shall also include the current use of all land, structures and facilities included in the project footprint, including all structures, buildings, and facilities that are part of the Proposal.

**c. Local Community Siting Issues:** Respondent shall provide a description of any and all plans for assessing potential community siting and zoning issues and public questions or concerns. The description shall include the information identified in Section 3.6.

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

**d. Project Schedule:** Respondent shall include a detailed project schedule that includes 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 should be provided in both print and electronic format. **Desired format is Primavera 6.2.**

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

**e. Regulatory and Environmental Permits/Studies:** Respondent shall list all relevant regulatory (local, state and federal) permits, licenses and approvals necessary for the construction and operation of the generating facilities described in the Proposal. Include all required environmental studies and related documents that pertain to the Proposal including, but not limited to, habitat intrusion and prairie preserve issues. Respondents must submit a summary report of all key ecological attributes of the proposed project site(s). Best practice suggests that the report be developed by independent, locally knowledgeable experts. Please include the authors' credentials. If the Respondent is

proposing either acquisition of a fully developed site or a build and own option, they shall also provide the following information:

- Data or engineering estimates of the facility's emission rates for NO<sub>x</sub>, SO<sub>2</sub>, particulates, CO<sub>2</sub> or any other emissions.

**f. State and/or local agreements, contracts or other legally binding documents:**

Respondent shall list all agreements, contracts or other legally binding agreements which it has entered into, or is required to enter into, to comply with state or local government or agency requirements.

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

**h. Data Communications:** Respondent shall include a description of what data and in what format such data will be provided from each unit and from the project site(s). Also, include a discussion of the communication protocol(s) that will be used to communicate between the generating facility and KCPL-GMO. Respondent is responsible for providing all site voice and data communication equipment, services and circuits required for the operation of the completed generating facility. If information is required to be sent directly to the SPP, Respondent is responsible for having sufficient equipment, data bandwidth and communication software necessary to meet this requirement.

### **Section 3 - Respondent's Qualifications**

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

- 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.
- 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.
- Respondent's 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 generation and/or supply venture or project.
- Description of Respondent's capabilities and experience with developing and operating generating facilities.
- Description of any past (within the last ten (10) years), current or pending litigation involving Respondent or an affiliate:
  - concerning generation or supply agreements, ventures or projects; and/or

- concerning Respondent's proposed energy supply facility.
- Safety record - See Attachment I. (ownership option only)

#### **Section 4 - Financial Considerations**

The financial viability of any Proposal should be demonstrated to provide assurance that Respondent, as well as any firm(s) or other entity involved in the Proposal, has adequate financial strength to complete the project / operate the generating facility. Financial strength is an indicator of the likelihood that Respondent 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 Respondent 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 Respondent has a parent entity).
- Statement by Respondent indicating whether Respondent has ever filed bankruptcy.
- Description of project financing.
- Amount and ability to obtain performance bonding or a suitable letter of credit.

#### **Section 5 – Transmission Interconnection**

In addition to satisfying the requirements set forth in Section 3.3 above, 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.

Respondent 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 KCPL-GMO will be responsible for obtaining transmission services from the POD, KCPL-GMO requires that any transmission studies or related studies associated with delivery to KCPL-GMO's control area be included in the Proposal.

*Please describe the results of any contact 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 EPC, ASA and PPA provided in Attachment H. Respondents 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 EPC, ASA and PPA have been used successfully on other projects and illustrate KCPL-GMO's basic requirements.

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

Any Objections raised by a Respondent must be commercially reasonable. The nature of any such Objections will be among the criteria evaluated by KCPL-GMO.

Failure to submit such Objections prior to the award of the project will constitute **a waiver by Respondent**. All provisions of the EPC, ASA or PPA that have not been so objected to shall be deemed accepted and agreed to by Respondent. KCPL-GMO in its sole and absolute discretion, may at any time, modify, amend or change the terms and provisions of the EPC, ASA or PPA by issuance of an addendum.

KCPL-GMO reserves the right to negotiate terms and conditions at all times prior to execution of the EPC, ASA or PPA.

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

Respondent 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 generating facility into operation.

### **Section 8 – Attachments**

Proposals should include the following Attachments using the templates attached to this document:

Attachment A- Mutual Non Disclosure Agreement

Attachment B - Project Technical Description

- If the proposal covers generating facilities located at multiple sites, a separate attachment is needed for each site.
- If the proposal covers multiple types of units at a site, a separate attachment is needed for each type of unit.

Attachment C - Respondent Qualifications

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

Attachment D - Financial Information

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

Attachment E – Ownership Option Cost Detail

Attachment F – PPA Pricing

Attachment G – Regulatory and Environmental Compliance

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

Attachment H - Contractual Terms and Conditions

- For the ownership option, EPC and ASA contracts apply. For the PPA option, the PPA agreement applies.

Attachment I – Contractor Safety Requirements

Attachment J – Project Schedule and Project Controls

### **Section 9 - 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 energy and the associated benefits to KCPL-GMO.

## **5.0 EVALUATION PROCESS**

### **5.1 EVALUATION OVERVIEW**

KCPL-GMO will perform a thorough review and evaluation of the Proposals. The evaluation process is projected to take as many as sixty (60) days or more after the date Proposals are due (the "Evaluation Period"). During the Evaluation Period, KCPL-GMO may perform any or all of the following:

- A. Request one or more Respondents to make presentations and attend meetings with KCPL-GMO.
- B. Request additional information or documentation.
- C. Develop a "short-list" of one or more Respondents.
- D. Request a more detailed and comprehensive project schedule.
- E. Extend the Evaluation Period.
- F. Solicit best and final offers.
- G. Reject any or all Proposals.

By submitting a Proposal, each Respondent agrees that its Proposal shall remain in effect during the Evaluation Period and may be accepted or rejected during such period.

The commencement of negotiations between any Respondent and KCPL-GMO does not create or imply any commitment by KCPL-GMO to enter into an agreement with that Respondent.

### **5.2 EVALUATION CRITERIA**

Each Proposal will be evaluated for its overall value as well as compliance with the RFP requirements.

KCPL-GMO will consider, but shall not be limited to, the following evaluation criteria:

- Total installed cost including transmission cost (ownership option)
- Twenty (20) year net present value (PPA option)
- Generating facility location
- Transmission availability and cost
- Respondent's ability to obtain required equipment and material and complete the project in a timely manner
- Unit manufacturer and manufacturer of ancillary equipment
- Generating facility's projected energy generation
- Experience of Respondent
- Community support

- Environmental impact
- Completeness of local, state and federal permits
- Project controls and schedule
- Warranties and guarantees
- Plan for utilizing local contractors, suppliers and/or local Diverse Suppliers
- Agreement with contractual terms and conditions



ATTACHMENT A

**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 non confidential 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 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.
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 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.
10. **Miscellaneous.** 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).

**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)

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

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(title)

---

ATTACHMENT B

**PROJECT TECHNICAL DESCRIPTION**

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

Site location (complete physical address):

---

---

---

Manufacturer and Model of unit: 

---

Name plate capacity of unit: 

---

Name plate capacity of project in megawatts (MW): 

---

If a contract were signed in [\_\_\_\_], what would be the anticipated in-service date of the first unit in the project and the last unit in the generating facility? Include a complete project schedule with your proposal.

---

---

---

Expected annual energy production per unit (MWh)

**TRANSMISSION**

Route by which energy will be transmitted to KCPL-GMO 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):

Owner / Operator

Contact

Phone Number

---

---

---

---

---

ATTACHMENT C

**RESPONDENT 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 Respondent has developed or is in the process of developing a generation Facility for another entity, please provide the following information:**

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

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

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

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

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

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

---

ATTACHMENT D

FINANCIAL INFORMATION

**Describe the proposed project cash flow requirements: If Respondent's proposal requires a lump sum payment from KCPL-GMO at Commercial Operation (as defined in the various Agreements) indicate method of financing the Project up to the COD. If Respondent's proposal requires progress payments from KCPL-GMO 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 Respondent's ability to secure a performance bond or supply a guaranty to cover the complete cost of Respondent's proposal?**

**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 Respondent's proposal.**

---

---

---

**Please list any circumstance where Respondent'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 Respondent'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 Respondent's ability to successfully complete the Project.**

**Please provide credit references:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 energy facility(s) and a parental guarantee.**



**ATTACHMENT E**

**OWNERSHIP OPTION COST DETAIL**

For proposals where KCPL-GMO acquires ownership of a generating facility, please provide the following information:

1. Total cost of the completed facility.
2. Any cost or fees to be paid to any third party such as (but not limited to) land lessors, governmental agencies or other parties.
3. Major equipment details:
  - manufacturer
  - model
  - unit cost
  - rating
4. Total project capacity (MW)
5. Annual facility generation. (MWH)

ATTACHMENT F

**PPA PRICING**

Duplicate cells if proposing multiple terms.

1. Term.	
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.	

**Note:**

1. Provide price escalation details (if any).
2. For each term offered, provide the NPV. Additionally, for terms less than 20 years, provide the NPV of both the initial term and for the renewals for 20 years.

## REGULATORY AND ENVIRONMENTAL COMPLIANCE

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Please explain the local community issues that may affect your project, siting concerns, and any activities you've taken to date to manage these issues. Please describe the method by which you will manage local community communications and concerns through project completion:

---

---

---

---

---

---

---

---

---

---

Please provide copies of all signed leases and/or options regarding land rights, including all unit 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.

ATTACHMENT H

**CONTRACTUAL TERMS AND CONDITIONS**

**Please review the appropriate contractual documents (EPC and ASA or PPA) attached to this e-mail notification. Please redline the appropriate document(s) and submit with your final proposal.**

ATTACHMENT I  
**CONTRACTOR SAFETY REQUIREMENTS**

Furnished as an attachment to this RFP.

## ATTACHMENT J

### PROJECT SCHEDULE AND PROJECT CONTROLS

**Schedule.** Time is of the essence for the completion of the Work under these Contract Documents. The Contractor will develop, maintain, and update a fully integrated Schedule of all activities from engineering through start-up and commissioning of all systems required to achieve the specified Project performance and conditions in Primavera P6 format. The Contractor shall also integrate any work to be performed by Owner into the Schedule. The Contractor's Schedule, from this point forward referred to as "the Schedule," will include (in Level Three detail) all activities required to accurately monitor, progress and use as a forecast tool, the Contractor's scope of Work. The conditions set forth in this Article are the project controls requirements for each phase of the Project, including engineering, procurement, construction and start-up. The Contractor will develop and maintain the Schedule, the Earned Value Management System and physical quantities installed and estimated as required by this Attachment. Contractor shall complete the Work in accordance with the Schedules required by this Article.

**Weekly Schedule Updates.** Contractor shall update the information contained in the Detailed Project Schedule weekly ("Weekly Update") throughout the course of the project. Contractor's Weekly Updates will accurately reflect the project's progress in the Schedule including updates to actual starts, actual finishes, remaining durations, physical percent completions, and any other status items in the Schedule and record such Updates as required in the Schedule software's log feature for each affected activity. As set forth herein, during construction, Contractor will identify, track and communicate to the Owner a report showing the Critical Path and the four schedule paths nearest to the Critical Path. Upon completion of the Weekly Update, the Contractor will release the resulting Schedule in native file format (xer) to Owner within 1 (one) working day. Owner's receipt and review of the Schedule shall not constitute Notice for purposes of any delays, nor shall it relieve Contractor of its obligation to provide Owner formal written Notice of all claims pursuant to Article 17.

**Recovery Plan.** Should any phase of the Work fall behind to such extent that the Milestone Dates may, as determined by Owner, be at risk, Contractor shall submit a recovery plan to Owner within five (5) Days that details the Contractor's plan to recover the schedule to the Milestone Dates contained in the Contract Documents. Should Owner find that Contractor's proposed recovery plan is not sufficient to restore the Work to the Schedule, Owner shall advise Contractor that Contractor has five (5) additional Days to submit an alternative recovery plan to recover the Project Critical Path. Owner may withhold any pending payment to Contractor until an acceptable recovery plan is received and accepted by Owner.

**Owner's Right to Direct Recovery.** If Contractor has not corrected the schedule problem or does not have a reasonably acceptable plan to correct the schedule problem within ten (10) days of the submission of the original recovery plan, Owner shall have the right to require the Contractor to immediately: 1) increase the number of its employees performing the affected Work; 2) increase or change the amount of time or number of work shifts worked by the Contractor's employees, including increasing the number of hours worked per day or the number of Days worked per week; and/or 3) increase or substitute other Contractor-provided resources, including hiring specialty Subcontractors, until the Work has recovered the Milestone Dates, or a plan for regaining the schedule reasonably acceptable to Owner is proposed by the Contractor or any combination thereof.

**Costs for Recovery.** All additional costs incurred by Contractor for providing acceleration in accordance with its recovery plan or as directed by the Owner under 12.1.2.1 shall be paid by Contractor, except to the extent that such additional costs are required to address delays to the Schedule that are the fault of the Owner, and that Contractor would not have had to pay such additional costs but for Owner's delay.

**Owner's Remedies for Inadequate Schedule.** Contractor's failure to adequately prepare or update the Schedule may be deemed by Owner as an Event of Default by Contractor. If, after Notice by Owner, Contractor does not prepare or update the Schedule pursuant to this Article, Owner may use its own forces or another contractor to develop, maintain or manage the Schedule. Any costs incurred by Owner based upon Contractor's failures under this Article may, at Owner's discretion, be charged to Contractor including a fifteen percent (15%) markup. In such event, Contractor shall promptly provide the Owner and/or Owner's other contractor with all information and data reasonably requested regarding the progress, requirements and other aspects of the Work, and shall otherwise cooperate with the Owner, at no cost to Owner, as reasonably necessary or desirable for the timely and efficient preparation, review, maintenance and revision of the Schedule. Contractor shall be bound by such schedule as if it was prepared and maintained by Contractor pursuant to this Article.

**Owner's Earned Value Management System.** Contractor shall report on a weekly basis the information necessary for the Owner to establish and maintain the Owner's EVMS performance indicators and indexes. This would include period and cumulative planned hours, earned hours, and actual hours. "Earned Hours" are defined as budgeted hours for each individual Schedule activity multiplied by the Contractor's assessed physical percent complete for the same Schedule activity. Actual hours are the Contractors' hours expended to perform each of the work activities and Contractor is required to report its Actual Hours in accordance with the Schedule's detailed task level. The Contractor's planned hours are those identified and allocated by the Contractor to each of the Schedule's tasks or activities in the Baseline Schedule and will equal the Contractor's total estimated or budgeted hours for the project. The Contractor shall develop and maintain the EVMS planned, earned and actual manhour tracking system for all of Contractor's Work including engineering, construction and start-up scopes of Work. Formatting of the earned-value reports to be included with Contractor's Weekly



Schedule Status Report shall be subject to the Owner's approval. The Contractor's earned-value reports shall include the following detail: PART 1 - Planned man-hours allocated by the Contractor to each of the schedule activities and balanced to the Contractor's original estimate plus approved Change Orders; PART 2 - Earned man-hours determined by the Contractor's assessment of the Work progress as scheduled including its assessment of the each activities' physical percent (%) complete; and PART 3 - Actual man-hours expended by the Contractor to complete the project deliverable per the schedule dates. Actual man-hours will be confirmed by a review of the Contractor's labor force reports and payroll reports. Contractor is also required on a weekly basis to report actual hours expended for non-productive work including management, support and non-craft activities.

**Contractor's Project Tracking System.** The Contractor and its Subcontractors shall develop a Project Tracking System ("PTS") that can track deliverables, with respective Schedule and Milestone Dates, budgeted and actual hours, and earned value. The PTS must be integrated with, or be contained in a module within, the Contractor's enterprise or project accounting system. The Contractor will provide reports from the PTS to the Owner for discussion in the weekly meetings and as otherwise requested and will also provide the Owner with weekly status reports from the Contractor's PTS as deemed appropriate by the Owner based on the PTS system's capability. The Contractor's PTS is tied directly to and fully reflects the detailed listing of Contract deliverables on the Project and has a direct one-to-one relationship to the activities in the Schedule activities. PTS and the Schedule will be maintained to be consistent with and reflective of each other throughout the Project. The Contractor may utilize its own internal Field Progress Management System processes with rights reserved for Owner to audit said system or implement changes as Owner may require. If Contractor does not have an existing FPMS, Contractor shall create/implement its own FPMS and submit the completed FPMS to Owner for review and approval prior to any disbursement of funds to the Contractor. Contractor shall provide Owner with a detailed list and all associated information regarding the Contractor's selected physical quantities for tracking by the FPMS. Contractor shall provide reports from its FPMS as required by Owner.

**Engineering Progress.** Within 30 days of execution of the contract, Contractor shall provide an estimate of the number of drawings it will issue by design discipline and/or engineering intermediate Milestones by discipline for each system for the project and shall report on a weekly basis the revision and completion status of said drawings or Milestones. Contractor shall also report on its percentage of completion of engineering drawings by comparing its planned with the actual issued for construction drawings. Contractor will provide to Owner reports regarding trends of engineering progress.

**Procurement and Subcontractor Progress.** Contractor will provide a complete listing of all work it subcontracts and all materials and equipment it procures for the Work. Contractor shall provide weekly status reports of all such work in which Contractor identifies: tracking of requests for proposal, bids received and contracts awarded; fabrication status reports including shop testing and surveillance; delivery status of all equipment and materials by project area and design discipline; required subcontractor and

supplier on-site support; and any other details required to provide Owner the status of the Work. Contractor shall provide to Owner reports regarding trends of the above.

Once the quantities for tracking purposes are defined and approved by the Owner, Contractor shall be required to load its planned and actual commodities in the Project Schedule.

### **Schedule Reporting.**

#### **Daily Reporting.**

**Daily Force Report.** Each Day, the Contractor shall submit a daily report (“Daily Force Report”) identifying Contractor’s and all Subcontractors’ total manpower head count performing the Work each respective Day with a breakdown by craft and by shift, along with a list of any major equipment deployed or being used on site having a daily rental or ownership value exceeding \$1,000 per day. The Contractor’s Daily Force Report must also include a description of the work performed for that day, along with the associated Schedule Activity ID numbers. The Daily Force Report will further separately identify any: (1) Detailed Activities included in the Detailed Project Schedule that were actually started or completed on that Day, as well as, daily weather conditions (i.e., temperature, wind speed, and moisture) measured at four (4) hour intervals; (2) schedule improvements, impediments, or delays encountered; (3) safety issues or events; and (4) other significant events occurring in the reporting period.

4.1.1.1 The Contractor shall require all Subcontractors’ performing work on the site to provide their own Daily Force Report with these same minimum characteristics and requirements. The Subcontractors’ Daily Force Reports shall be submitted each Day along with the Contractor’s Daily Force Reports.

4.1.1.2 The Daily Force Report from the prior Day shall be submitted to Owner no later than 10:00 a.m. each Day. The form of the Contractor’s and Subcontractor’s Daily Force Report will be submitted to the Owner at least 1 week prior to the Contractor’s or Subcontractors’ mobilization to the Site and will be subject to Owner review and approval.

#### **Weekly Reporting.**

**Weekly Schedule Status Report.** Two Days following the submission of the Weekly Schedule Update, Contractor shall submit to the Owner a weekly schedule status report (“Weekly Schedule Status Report”) that identifies all changes made to the prior Schedule file as a result of the Weekly Update. The Weekly Schedule Status Report shall include the following items, as required: (1) the current Critical Path and the four nearest sub-Critical Paths; (2) all logic revisions that effect the Critical Path; (3) all decreases in Physical Percent Complete; (4) all increases to the Remaining Durations; (5) all revisions to Original Durations; (6) all added Detailed Activities; (7) total actual man hours expended to date by system, (8) actual equipment used by system; and (9) actual material

quantities installed by system. The form of the Weekly Schedule Status Report is subject to the Owner's prior review and approval.

1.4.2.1.1 Each Weekly Schedule Status Report must be accompanied by: (1) a detailed report indicating the overall status of the Work; (2) problem areas; (3) suggested recovery or mitigation plans; (4) unresolved Project issues; (5) Change Orders and their effect on the Work progress; and (6) manpower availability. An official copy of the Contractor's and its Subcontractor's PTS reports for actual hours will be submitted for verification of schedule data. When appropriate, reimbursable cost expenditure summaries and forecasts by reimbursable account number will be included in the Weekly Schedule Status Report.

1.4.2.1.2 Forecasts for the coming periods, as well as the estimate at completion will be provided for hours. Earned value indicators will be included to substantiate the forecasts. Any forecast that can not be substantiated by the current trend must be explained in a recovery plan.

1.4.2.1.3 Each Weekly Schedule Status Report shall be accompanied by a Materials received report and a Materials status report.

**Monthly Reporting.** Contractor shall provide to Owner Schedule information in a monthly progress report.

**Cost Control.** The Contractor will be required to provide a dedicated cost engineer ("Cost Engineer") that is assigned only to the awarded scope. The Cost Engineer will be responsible for utilizing the Contractor's internal Cost Engineering and accounting/reporting systems to accurately forecast costs, commitments and quantities, cash flow, analyze productivity, report accruals, and report timely progress including an estimate to complete and an estimate at completion. Contractor's monthly forecasts must reflect actual costs anticipated to Owner for the Work so that Owner can monitor budget variances and impacts of such variances on the Project. Contractor shall prepare and submit to Owner a vendor liability form and a billing control form. The Contractor will be required to track internal costs and shall be based upon the completion of discrete events or tasks contained in the Level Three Schedule.

**Vendor Liability Form.** On a monthly basis, Contractor shall prepare and submit an owner vendor liability form, to be provided to Contractor within ten (10) days of the Effective Date of this Contract. The vendor liability form will be submitted to Owner's Cost Engineering Department ten (10) Days before the end of each calendar month. A schedule for submittal, as well as an electronic vendor liability form, will be provided by Owner's Cost Engineering Department. This form contains information relevant to invoices submitted for which Contractor has not received payment, as well as, a forecast of expenditures to incur for the current month for which the Contractor has not submitted an invoice. Information is also required on monthly cost liability forecasting of total work scope awarded for future invoicing. The forecast for future work shall include only anticipated expenditures for current contracted work.

**Billing Control Form.** At Owner's discretion, Owner may require the use of a Billing Control Form ("BCF") to facilitate the transfer of billing allocation information from Contractor to Owner, including, but not limited to: labor versus material, change orders versus base scope and Indirect Costs. If applicable, the BCF will be provided electronically to Contractor from Owner's Cost Engineering Department. Provided Owner elects to use a BCF, the BCF will become part of the invoice submittal process, and Contractor shall attach the applicable BCF to each invoice prior to submittal.

**Final Accounting.** After Final Completion, Contractor shall prepare a Report of final costs in accordance with Owner's property record requirements, industry standards, and applicable Laws. The report of final costs shall be prepared in distinct, manageable categories at the sole discretion of Owner. These categories may be represented by Unit number or Common systems as the case may be, asset number, environmental equipment, or any other category required by Owner that would properly distribute the costs to the correct operating companies.

**Other Reports and Information Required by Owner.** Contractor shall submit certain reports and other information to Owner. Regardless of any information provided by Contractor in any report submitted to Owner, Contractor shall continue to be obligated by the Notice requirements in Article 17 of the EPC agreement by issuing a formal and separate Notice to Owner of all such claims within the time limitations described therein. In addition to the Schedule Update, Contractor shall deliver to Owner the following reports:

**Monthly Progress Reports.** Contractor shall deliver to Owner no less frequently than monthly, by the tenth (10th) Day of each month, a written report, in a format similar to Exhibit F, of the progress of the Work during the preceding month (each a "Monthly Progress Report") and on all matters deemed significant by Owner. Owner has the right to rely on all information provided by Contractor in its Monthly Progress Report. Comments in Contractor's Monthly Progress Report indicating additional Work or delays to the Schedule that Contractor believes are Owner's responsibility shall not constitute Notice by Contractor for such claims.

**Reports on Events of Force Majeure and Emergencies.** In addition to all other reports required under this Contract, should any Force Majeure event, significant problem, emergency, strike, injury, work stoppage, or legal problem be anticipated, or any Force Majeure or other unanticipated event occur which might adversely affect Contractor's ability to perform its obligations hereunder, Contractor shall immediately notify Owner verbally, and not later than two Days after Contractor knew or should have known about the event, problem or emergency, Contractor shall prepare a written report detailing all available information and steps being taken to alleviate the effects of such Force Majeure or significant problem, emergency, or other event or problem and deliver such significant event report to Owner as soon as practicable. Owner may at any time request a significant event report on any event which Owner reasonably regards as being significant.

**Damage and Root Cause Reports.** If prior to the date of Substantial Completion of the Work, any component or portion of the Work is materially damaged, Contractor shall provide Owner, as soon as practicable after the occurrence of such damage but in no event later than seven (7) Days after Contractor knew or should have known of such damage, a damage or root cause report detailing such occurrence, an analysis of the known causes of the damage, any required repairs, and the estimated duration of such repairs.

**Progress Meetings.** During performance of the Work, and in addition to the Project Coordination Meeting and Project Management Meeting defined below, Contractor shall attend and participate in all regularly scheduled meetings and other meetings as set forth in the Contract Documents or as Owner may request to update Owner as to the progress of the Work, discuss and resolve commercial or technical issues, or to discuss any issue regarding the Project as deemed necessary by Owner. The location of such meetings will be determined by Owner, and may be held daily, weekly, monthly or as otherwise requested by Owner. Contractor shall provide Owner with minutes of all progress meetings. Owner, with the reasonable agreement of Contractor, shall retain the right to amend the minutes. These meetings shall include discussion of action item lists that require action and effort by the responsible individual with deadlines for the completion of each item. All matters bearing on the progress and performance of the Work and the Schedule since the preceding progress meeting, including any open action items shall be discussed and resolved, deficiencies in the Work or the methods being employed for the Work, and problems, difficulties, or delays which may be encountered. Contractor shall be represented by Contractor's Representative and Owner shall be represented by Owner's Representative or Other Owner Authorized Party or other designee. Owner shall have the right to include any individuals, consultants or attorneys in attendance at every meeting. In addition, Contractor's Representative and employees appropriate for the stage of the Work must attend daily Site coordination meetings held at the Premises.

**Project Coordination Meetings.** The Contractor and Owner will jointly conduct onsite coordination meetings for the purpose of coordinating the Project Work and sharing of information relevant to the onsite operations, such as safety, space allocation, planning, work interfacing, outage planning and start-up issues. Such meetings will be held daily or weekly as deemed necessary by the Owner. The Contractor's senior site representative shall attend this meeting and provide in advance any information for the meeting agenda requested by the Owner or Owner's designee.

**Project Management Meetings.** Owner and Contractor shall hold monthly management meetings at the Site during the course of construction and erection. Attendance by Contractor shall include the executive level home office representative, home office project manager, and Site project manager. The meeting will be attended by Owner's executive-level management and any other Owner Authorized Party or other designee as deemed appropriate by Owner. The purpose of the meetings shall be to; review Contractor's Work progress, status of the Project and resolve items of concern, problems, and outstanding disputes. The date, time, and location of these meetings will be provided by the Owner.

**Construction Plans.** As a condition precedent to Owner's obligation to pay Contractor's first Application for Payment following the Effective Date, Contractor must submit the following plans required for performing its Work for Owner review. Owner's review of all such plans does not constitute an approval by Owner of Contractor's means and methods. The Contractor's plans must allow Contractor to meet its requirements in the Contract Documents, notwithstanding any review by Owner. Contractor shall have no claim for additional Contract Time or Contract Price because of the failure or inefficiency of any plan or method reviewed by Owner. Any method of Work suggested by Owner shall be used at the sole risk and responsibility of Contractor. Contractor shall not make any changes to any plan specified below without providing written Notice to Owner accompanied by a complete explanation of the changes. Contractor shall submit copies of all revised plans to Owner for its records.

**Work Plan.** The Work Plan is defined as a model of the sequencing of the Contractor's Work and must contain sufficient detail for Owner to determine if the Work Plan is viable. The Work Plan should include, as a minimum: division of work with Subcontractor's list; craft manpower curve; Contractor's field management organization chart; Construction Equipment list; and a construction facilities arrangement plan drawing.

**Procurement Plan.** Contractor shall provide to Owner its plan for sourcing; a procurement schedule; transportation requirements (including any materials or loads requiring permitting); any special requirements such as heavy haul that may require special permitting; storage; care, custody, and control.

**Concrete Forming and Pouring Sequence Plan.** Contractor must submit to Owner its detailed "Concrete Forming and Pouring Sequence Plan" for performing its Work to include the size and type of forming system to be used along with the expected average daily production rates stated in feet per twenty-four (24) hour day.

**Material Laydown Plan and Material Staging.** The Contractor has submitted a "Material Laydown Plan" which is a part of the Contract Documents. The Material Laydown Plan identifies all material laydown areas; the shakedown sequence; the material staging area(s) and the site access roads to be utilized, and fully describes any effect on the Crane Plan and any known coordination issues concerning materials storage related to the Project. In addition, the Contractor shall identify in the Material Laydown Plan the location and layout of all Contractor and expected Subcontractor office and storage trailers.

**Right to Withhold Payment.** If Contractor fails to timely provide any of the data or deliverables required by this Article, including, but not limited to, the data required for the Weekly Updates, the Weekly Status Report, the Monthly Report, and the Monthly Cost Report, Owner shall have the right to withhold payments from Contractor until Contractor has provided the data and deliverables required by this Article.