



Tennessee Valley Authority, 1101 Market Street, Chattanooga, Tennessee 37402-2801

June 28, 2002

Those Listed:

REQUEST FOR PROPOSAL (RFP) - RFP-20020628 - WIND ENERGY – BUFFALO MOUNTAIN EXPANSION

Your firm is invited to provide a proposal for the subject services. Enclosure 1, "RFP-20020628," provides instructions for submitting proposals. This RFP does not commit TVA to enter into any agreement or to pay any costs incurred in the development and submission of any proposal.

This package consists of the RFP with attachments.

Please direct any discussion or questions concerning this RFP to the person identified herein as appropriate given the nature of the proposal. TVA prefers to have a Power Purchase Agreement (PPA) bid, but will entertain turnkey options. With regard to proposals for turnkey projects, discussions or questions must be submitted in written form either by facsimile, letter, or E-mail.

TVA shall conduct a site walk-down tentatively scheduled for **Thursday, July 18, 2002**. TVA has evaluated numerous sites within the TVA service area and has identified the Buffalo Mountain Wind Park as the single site. All RFP recipients who execute the Mutual Nondisclosure Agreement set forth in Attachment B will be provided with wind data and site maps and can participate in the site walk-down if desired. **Those desiring to participate in the site walk-down must return a signed copy of the attached Mutual Nondisclosure Agreement prior to July 11, 2002. In addition, attendance at the site walk-down must be confirmed with Ms. Carol Glover at (423) 751-6792 or ceglover@tva.gov.**

Each proposal (and correspondingly the proposer's plant operation) must comply with all applicable federal and state laws. All federal, state, and local approvals, permits, licenses, fees, and environmental requirements are the responsibility of the proposer for the entire term of any PPA proposal. This should include any rezoning, land-use permits, and other discretionary approvals that may be required by the local government.

Any environmental review necessary under the National Environmental Policy Act (NEPA) shall be the exclusive responsibility of TVA, since TVA is an agency of the federal government. Developers will be expected to cooperate in the process.

The tentative schedule as outlined below is based on TVA's expectations as of the release date of this RFP:

<b><u>STEP</u></b>	<b><u>DATE</u></b>
Release of RFP	June 28, 2002
Mutual Nondisclosure Agreement Execution Deadline	July 11, 2002
Site Walk-down	July 18, 2002
Proposal Submission Deadline	August 30, 2002

Any discussion or questions concerning this procurement shall be directed to the appropriate person as listed below.

For proposed PPAs:

Tom Swanson  
Telephone: 423-751-6741  
Fax: 423-751 6128  
E-mail: twswanson@tva.gov

For turnkey project proposals:

Stacci Thomas  
Telephone: (423) 751-8192  
Fax: (423) 751-4619  
E-mail: spthomas@tva.gov

Sincerely,



Stacci Thomas  
Contract Manager  
COO Contract Services

Enclosures: RFP with Attachments

Attachment A	Description Of Work
Attachment B	Mutual Nondisclosure Agreement
Attachment C	Turnkey Proposal Statement (for turnkey proposals only)
Attachment D	TVA Information Form
Attachment E	Certification for Contracts, Grants, Loans, and Cooperative Agreements (for turnkey proposals only)
Attachment F	EEOC Reviews (for turnkey proposals only)
Attachment G	Turnkey Pricing (for turnkey proposals only)

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Peter Stricker  
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Managing Director: Alan G. Moore

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## **ENCLOSURE 1**

TENNESSEE VALLEY AUTHORITY

REQUEST FOR PROPOSAL (RFP) 20020628

WIND ENERGY – BUFFALO MOUNTAIN TENNESSEE

DATE OF ISSUE: June 28, 2002

### **I. SCOPE AND INTENT**

The purpose of this RFP is to solicit proposals which, if favorably evaluated, are intended to result in (1) the right to purchase wind energy from a facility not owned by TVA under a Power Purchase Agreement(s) (PPA) and/or (2) a proposal for the turnkey engineering and construction of a wind energy facility. Other utilities located in the southeast have expressed an interest in acquiring a modest amount of wind generation from Buffalo Mountain. These utilities may participate in the results of this RFP by executing a PPA with the successful developer or owning a portion of the facility under a turnkey award. All utility participants will execute non-disclosure agreements so that they may review the results of the RFP.

All proposals must meet the following requirements to be responsive to this solicitation:

- Location on Buffalo Mountain near Oak Ridge, Tennessee.
- Capacity of the proposed wind facility may not exceed the amount dictated by the site boundaries evaluated in the Environmental Assessment for Buffalo Mountain. The Internet address to view this environmental assessment is: [www.tva.com](http://www.tva.com). (Click on Environment; Environmental Reports; Wind Farm and Associated Energy; Chapter 3: Affected Environment. The site map is located on page 9.)
- Delivery/production date on or before December 31, 2003.
- Connection to the TVA transmission system at 161-kV or 69-kV or the local distribution utility.
- Provide TVA the ability (through a communications system) to monitor and control the facility for power system protection purposes.

It is TVA's intent to receive proposals, including pricing information, that specifically meet these requirements and which provides the overall best value in supporting the Green Power Switch<sup>SM</sup> Program.

A detailed description of the work is included as Attachment A, "Description of Work," attached hereto.

### **II. RESERVATION OF RIGHTS**

TVA reserves the right, without qualification and at its sole discretion, to amend or withdraw this RFP and to reject any or all proposals or portion of proposals received. In addition, TVA reserves the right to consider other alternatives outside of this request at its sole discretion in order to satisfy its desired needs of the Green Power Switch<sup>SM</sup> program. Those who submit proposals to TVA do so without recourse against TVA for either rejection by TVA or failure to execute a PPA or other agreement for any reason. TVA also reserves the right, at its sole discretion, to request further information as part of its evaluation of the proposals received, to waive any requirements of this RFP, and to negotiate separately with any submitting proposers or other parties.

### **III. CONFIDENTIALITY**

Regardless of any previously executed confidentiality agreements between TVA and proposers related to this wind power project or any other, any proposer desiring to receive updated wind data or to participate in the walk-down of the Buffalo Mountain wind site will be required to sign the Mutual Nondisclosure Agreement set forth in Attachment B and by the deadline designated in the schedule. TVA recognizes that certain information contained in proposals submitted may be confidential and, as permitted by applicable law, will treat each proposal in its entirety as confidential to the same degree it treats its own confidential information. If TVA is formally requested and required by any regulatory or judicial authority to disclose information with regard to a proposal, it will disclose such information in accordance with applicable laws and regulations. TVA also reserves the right to disclose any or all of the information submitted in response to this request: (1) to any consultant(s) or advisor(s) retained by TVA to assist with the various aspects of the process and (2) as acknowledged above, to one or more companies that will have a need to review each proposers' submitted information, including pricing information, for the purpose of negotiating a separate, individual power purchase agreement or turnkey project development relationship with a proposer(s) in conjunction with TVA's similar negotiations with said same proposer(s). Such companies will receive this information under the terms of a Mutual Nondisclosure Agreement consistent with TVA's own confidentiality obligations under this section.

### **IV. COMMERCIAL TERMS AND CONDITIONS**

Any resulting agreement will be in accordance with the terms and conditions applicable to the acquisition of resources in support of TVA's Green Power Switch<sup>SM</sup> program and other standard terms and conditions applicable and appropriate to TVA PPAs and/or TVA agreements, in general. These terms and conditions will be conformed and included in an agreement to reflect any final agreement reached between TVA and the successful proposer(s).

### **V. PROPOSAL EVALUATION, SELECTION, AND AWARD**

Proposals shall contain all information requested and shall be in sufficient form and detail to enable a comprehensive understanding and analysis.

Evaluation will be based upon proposer's demonstrated capability to provide quality services of the type and nature required, total cost to TVA, and such other factors that TVA feels may be appropriate to consider in support of TVA's Green Power Switch<sup>SM</sup> program. Among other things, evaluations will consider the following criteria:

Technical and Management Evaluation. Proposals will be evaluated pursuant to technical and management information provided in accordance with Section VI.B.2, Technical and Management Proposal.

Commercial Evaluation. Proposals will be evaluated based upon proposer's pricing information and financial responsibility provided in accordance with Section VI.B.3, Commercial Proposal.

Pursuant to the evaluation procedures, TVA may investigate the qualifications and facilities of each firm. The proposer must agree that TVA personnel may perform a survey, visit the proposer's facilities, and, with respect to a turnkey proposal, perform a cost audit prior to the execution of any agreement.

Any agreement resulting from this RFP will be made with the proposer whose proposal is determined to be in the overall best interest of TVA. It is emphasized that all proposals should be submitted on the most favorable terms to TVA that the proposer can submit.



proposed schedule, list of deliverables, information required from TVA, and similar items that provide TVA a complete understanding of the technical proposal.

Proposals **must** include the following:

- Identification of the proposed type and model of wind turbine. Type selected should maximize energy production in a class 3 wind site and be manufactured by a company with an established reputation for reliability and on-time delivery.
- Identification of facilities necessary to interconnect to the TVA transmission system or the local electric distribution system. Identify where the facility will connect to the TVA transmission system or the distribution utility system.
- Complete communications system for the remote monitoring and control by TVA of the turbines for power system-protection purposes.
- Estimated energy production schedule and total annual energy production.

b. EXPERIENCE AND PAST PERFORMANCE

The proposer shall present representative experience in providing services of similar scope and magnitude within the electric utility industry. Proposer shall provide a list of customers with whom the relevant experience was obtained, including appropriate contact persons and telephone numbers.

c. PROFESSIONAL QUALIFICATIONS

The proposer shall provide the professional qualifications and resumes for proposed key team members (such as project managers for development, engineering, and construction) who would be assigned to either develop or design and construct the facility. The resumes shall include experience associated with the company's representative experience provided in the proposal.

d. ORGANIZATIONAL SUPPORT

The proposal should address the proposer's organizational support, commitment of the management team for the duration of the project, and the proposed approach to providing services. Information on the locations of the firm's offices that would provide services under this contract should also be presented.

**3. COMMERCIAL PROPOSAL**

This section of the proposer's proposal shall include the following information and in the same format as presented below.

a. PRICING

Proposer shall submit a price proposal for completing the scope of work. Pricing information must be complete and in sufficient form and detail to enable comprehensive understanding and analysis.

Pricing may include one or more of the following options:

- I. Energy pricing in cents per kWh for a 20-year PPA for energy produced at Buffalo Mountain.
- II. Energy Pricing in cents per kWh for a 20-year PPA that would include the buyout of TVA's existing wind turbines on Buffalo Mountain and the sale of the entirety of the energy from not only that existing facility's capacity, but also additional wind energy capacity from an expansion of that existing facility's wind energy. Include in the proposal the purchase price for TVA's existing wind turbines on Buffalo Mountain.

III. Price proposal for a turnkey construction and engineering project. Proposals shall include a breakdown of all components of the price proposal including labor estimates, an equipment list and estimated prices, and any other components that make up the price proposals. (See Attachment G, "Turnkey Pricing")

Pricing will include delivery and installation of wind turbines and related equipment at the project site; a complete communications system for remote monitoring and control by TVA; and all costs of interconnection facilities, including, but not limited to, all necessary interconnection studies (by TVA and, where appropriate, a local distribution utility), substation equipment, and a TVA revenue metering package.

NOTE: For proposal purposes, the interconnection and metering costs are estimated to be \$1.5 million. The winning proposal price will be adjusted to reflect the actual costs after the interconnection study is complete.

In addition, land costs associated with the proposal should be capped by the option in existence between TVA and Coal Creek Mining and Manufacturing Company (CCMMC), the land owner. TVA has the right, with approval of CCMMC, to assign a 25-year easement on the property (from March 21, 2000) for the purchase price of: (1) \$3,500 per turbine per year plus 2.5 percent escalation over the term of the easement, provided the minimum number of turbines is 15 or (2) 2 percent of the gross annual revenue generated by the sale of electricity from the turbines located on the easement, whichever is greater.

The purchaser of the energy must receive the rights to all emissions credits and other marketable attributes as a result of production from the facility.

b. FINANCIAL STRENGTH

Proposer shall submit the following information for credit analysis requirements:

- Audited financial statement for the last three (3) preceding years that include balance sheets, income statements, statements of cash flows and notes to the financial statements, or an annual report on Form 10-K for the last three (3) preceding years.
- Interim financial statements for the most recent fiscal period or quarterly financial statements on Form 10-Q for the most recent fiscal period.
- Bank name, address, telephone number, and officer contact.
- Credit references from three (3) sources that include: name, address, telephone number, and point-of-contact.
- Complete legal name of the company and the state of incorporation.
- Company brochure.

c. INSURANCE

Proposer shall identify the levels of insurance coverage that it proposes to maintain during the term of the proposed agreement.

d. SUBCONTRACTING

For turnkey proposals, the proposer shall identify and provide complete information for any proposed subcontractors, including individuals who are independent contractors. Agreements for turnkey projects may require establishment of small business subcontracting goals in accordance with 15 U.S.C. 637(d)(4).

## DESCRIPTION OF WORK

### I. Introduction

In April 2000, TVA began selling "green power" through its Green Power Switch<sup>SM</sup> program to local distribution utilities who participated in the first year pilot program. Power supply for this program was defined as energy derived from new solar, wind, or landfill gas energy sources. This RFP supports the planned expansion of the TVA Green Power Switch<sup>SM</sup> program.

### II. Workscope Description

The facility shall:

- Provide energy from wind generation that is limited to the site boundaries evaluated in the Environmental Assessment for Buffalo Mountain. The Internet address to view the Buffalo Mountain site is: [www.tva.com](http://www.tva.com). (Click on Environment; Environmental Reports; Wind Farm and Associated Energy Storage Facility; Chapter 3: Affected Environment. The site map is located on page 9.)
- Have a Delivery/Production date on or before December 31, 2003.
- Be connected to the TVA transmission system at 161-kV or 69-kV or the local distribution utility.
- Provide TVA the ability (through a communications system) to monitor and control the facility for power system protection purposes.

Proposer shall either:

- Provide the right to purchase energy from a wind generation facility located on Buffalo Mountain in Tennessee under the terms and conditions of a proposed PPA; or
- Provide turnkey engineering and construction of a wind energy facility to be owned by TVA and others.

TVA currently owns a 2-MW wind facility on Buffalo Mountain near Oak Ridge, Tennessee that was commissioned in October 2000. The plant consists of three Vestas V47 660-kW wind turbines on 65-meter towers. Buffalo Mountain has an elevation of approximately 3,300 feet and is in a remote area previously used for strip mining. The existing facility is interconnected to the local distribution utility through a 13-kV distribution line.

**Proposals for the sale of energy to TVA may include an option to buy out TVA's existing facilities on Buffalo Mountain.**

### III. Schedule

The facility must be producing and delivering energy to the power system on or before December 31, 2003.

**MUTUAL  
NONDISCLOSURE AGREEMENT**

THIS AGREEMENT, effective \_\_\_\_\_, \_\_\_\_\_, is made and entered into by and between \_\_\_\_\_ (Company), and the Tennessee Valley Authority (TVA), a corporation created by and existing under the Tennessee Valley Authority Act of 1933.

WHEREAS, the parties hereto plan to engage in discussions concerning a possible business transaction, in connection with which it may be necessary for one party or the other to disclose Information considered by the disclosing party to be proprietary and/or confidential (the "Information");

WHEREAS, COMPANY and TVA (each being referred to as "Receiver" when it receives proprietary and confidential information from the other) are willing to keep the information disclosed to it by the other party ("Discloser") confidential in accordance with the terms and conditions of this agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. **Identification of Information.** The parties agree that any Information disclosed by one party hereto to the other will be subject to the terms of this Agreement only if such Information is identified as follows:
  - a. If the Information is in written or other tangible form it will be clearly marked or labeled as "Proprietary" and/or "Confidential".
  - b. If the Information is disclosed orally, Discloser will specifically state, before or during such disclosure, what portion thereof is deemed by Discloser to be proprietary and/or confidential.
2. **Nondisclosure to Third Parties.** Receiver of Information shall treat such Information as proprietary and confidential information of Discloser, will not disclose the same to any others, other than its employees and consultants who have a need to know said Proprietary Information for the purpose set forth above, without the written consent of Discloser, except as required by law, and will safeguard such Information as it would its own confidential information. In the event Receiver receives a request or claim for disclosure of Information as required by law, Receiver shall first notify Discloser with reasonable promptness so that Discloser may join Receiver in the pursuit of an agreement of confidence with the requester, work with the requester to revise the information in a manner consistent with its interests and the interests of the requester, or take any other action it deems appropriate. TVA also reserves the right to disclose any or all of the information submitted in response to this request to one or more companies that have a need to review Information disclosed to TVA by Discloser including pricing information, for the purpose of negotiating a separate, individual power purchase agreement or turnkey project development relationship with Discloser in conjunction with TVA's similar negotiations with said same Discloser. Such companies will receive this information under the terms of a mutual nondisclosure agreement consistent with TVA's own confidentiality obligations under this Agreement.
3. **Ownership and Use of Information.** All written Information delivered by one party to the other party pursuant to this Agreement will be and remain the property of Discloser, and such written Information, and any copies thereof, will be promptly returned to Discloser upon written request or destroyed at Discloser's option. Receiver will not use the Information for any purpose except to evaluate the business transaction to be discussed by the parties.
4. **Term of Agreement.** The obligations of the parties under this Agreement will continue and survive the completion of the aforesaid discussions and will remain binding for a period of five (5) years from the date of the execution hereof.

- 5. **Access To and Control of Information.** Receiver of Information will restrict access thereto to those individuals who need to have such access in order to evaluate the feasibility of the business transaction to be discussed by the parties. A list of all such individuals will be maintained by Receiver and furnished to Discloser upon request. Prior to such access, each such individual will be advised of the confidential nature of the Information and will agree to be bound by the terms hereof.
- 6. **Exceptions.** The obligations contained herein will not apply to:
  - a. Information which is now in or hereinafter enters the public domain without a breach of this Agreement.
  - b. Information known to Receiver prior to the time of disclosure by Discloser or independently developed by employees of Receiver without access to the Information.
  - c. Information disclosed in good faith to Receiver by a third person legally entitled to disclose the same.
- 7. **Miscellaneous.** The obligations of the parties will be binding upon and inure to the benefit of their respective heirs, successors and assigns. This Agreement may be amended or modified only by a subsequent agreement in writing.
- 8. **Remedies and Monetary Limitation.** The parties acknowledge and agree that divulgence or unauthorized use of Information could damage Discloser and that Discloser, therefore, has an interest in protecting the Information by all legal means, and further that breach of the promises set forth above could cause irreparable damage to Discloser possessing proprietary rights in information wrongfully disclosed, and still further that in the event of such breach, Discloser shall have the right to an injunction, specific performance, or other equitable relief to prevent the violation of the promises mentioned above. Under 18 U.S.C. Section 1905, officers and employees of TVA are subject to criminal liability in the event Information is disclosed unless such disclosure is authorized by law. Accordingly, Company agrees that, in addition to the equitable relief identified above, Company shall only be entitled to recover from TVA, its officers, agents and employees any and all gains wrongfully acquired, directly or indirectly, from unauthorized disclosure of any Information covered under this Agreement.
- 9. **Federal Law.** Federal law shall govern the validity, interpretation, and enforceability of this agreement. To the extent there is no body of Federal law for guidance, the laws of the State of Tennessee, but not its choice of law provisions, shall govern.
- 10. **Entire Agreement.** This agreement sets forth the entire understanding and agreement of the parties about the subject matter hereof and merges all prior discussions, agreements, communications, and representations between them, whether oral or written.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized representatives, have executed this agreement as shown below.

**COMPANY NAME**

**TENNESSEE VALLEY AUTHORITY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

TURNKEY PROPOSAL STATEMENT

Proposer of a turnkey proposal (Proposer) hereby provides written acknowledgment of the following:

1. To the best of Proposer's belief, the cost or pricing data or salary and markup elements submitted under this proposal are accurate, complete, and current as of this date.
2. Proposer agrees to fully cooperate with TVA during the course of the Inspector General pre-award audit, if required, of proposal and to provide records or documentation to TVA's satisfaction that fully substantiates all elements of proposal including but not limited to salary markups. Proposer further agrees and understands that TVA at its sole option may, for any reason, elect to award all or any portion of the RFP work to other contractor(s) or to not award the work at all, and that TVA assumes no liability to pay any Proposer direct or indirect costs incurred in the development and submission of its proposal.
3. Proposal submitted under this RFP addresses the following exceptions to the RFP and/or draft contract terms and conditions:

\_\_\_\_\_ NO EXCEPTIONS

\_\_\_\_\_ SEE ATTACHED EXCEPTIONS *(Note: Proposer understands that TVA reserves the sole right to determine if Proposer's exceptions constitute a non-responsive proposal.)*

\_\_\_\_\_  
Company (Proposer)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_ RFP-20020628  
Proposal No.

\_\_\_\_\_  
Date

**TVA SUPPLIER INFORMATION**

**COMPANY NAME** \_\_\_\_\_

**Street Address** \_\_\_\_\_ **Mailing Address (if different)** \_\_\_\_\_

City County State Zip City County State Zip

**Telephone No:** \_\_\_\_\_ **Fax No:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**D & B Duns No (as required) :** \_\_\_\_\_ **Tax Payer ID Number:** \_\_\_\_\_  
 (If you do not know your Duns No. call 1-800-333-0505 at no cost to the Supplier.) (For Tax Reporting Purposes Only)

**Parent Company Name (if applicable)** \_\_\_\_\_  
 Parent Co. Tax Payer Number: \_\_\_\_\_ Parent Co. DUNS No. \_\_\_\_\_

**BUSINESS SIZE:** Large Business Small Business (as defined by SBA) / Individual

**BUSINESS CLASS:**

- |   |  |   |                         |   |   |
|---|--|---|-------------------------|---|---|
| B | Blind/Handicapped/Sheltered Workshops (JWOD) | F | Federal Agency          | U | Foreign Business  |
| C | State / Local Government                     | H | Hospital                | V | Historic Black College/University or Minority Institution |
| E | Educational Facility                         | N | Non-Profit Organization | O | Other (specify) _____                                     |
|   |  | R | Research Facility       |   |   |

**BUSINESS STATUS** Minority-Owned Business\* Woman-Owned Business\* 8(a) certified (as defined by SBA)  
 (Check any that apply) \*Must be 51% owned operated and controlled

**BUSINESS TYPE:** (Check appropriate box)

- | Manufacturers |                              | Distributors |   | Service Providers |                                  | Fuel Providers |                                |
|---------------|------------------------------|--------------|---|-------------------|----------------------------------|----------------|--------------------------------|
| A             | Electrical Equipment         | H            | Electrical                                | O                 | ADP                              | 1              | Coal                           |
| B             | Mechanical Eqpt.             | I            | Mechanical Eqpt.                          | P                 | Hazardous Waste Disposal         | 2              | Limestone                      |
| C             | ADPE                         | J            | ADPE                                      | Q                 | Equipment Maintenance            | 3              | Petroleum Coke                 |
| D             | Office Eqpt & Spls.          | K            | Office Eqpt & Spls.                       | R                 | Professional, Admn, Mgmt         | 4              | Transportation                 |
| E             | Chemicals & Mtls.            | L            | Chemicals & Mtls.                         | S                 | Education & Training             | 5              | Tire Derived                   |
| F             | Lab & Instrumentation        | M            | Lab & Instrumentation                     | T                 | Maint & Alteration/Real Prop.    | 7              | Light Oils (Gas, Diesel, etc.) |
| G             | Industrial Products          | N            | Industrial Products                       | U                 | Utility and Housekeeping         | 8              | Wood Chips                     |
|               |                              | Y            | Pipe, valve, fitting, & plumbing supplies | V                 | Transport., Travel, & Relocation |                |                                |
| 9             | Other (please specify) _____ | Z            | Building Materials                        | W                 | Construction                     | 9              | Other (please specify) _____   |
|               |                              | 9            | Other (please specify) _____              | X                 | Manufacturer's Rep.              |                |                                |
|               |                              |              |   | 9                 | Other (please specify) _____     | 6              | Buyer (Surplus Property)       |

**VALLEY CLASSIFICATION:** A business unit or company is generally classified a Valley business if it meets one of the following criteria: (1) its headquarters are located in the Valley region (see list attached) and at least 51% of total company employees are Valley residents; or (2) it has a facility located in the Valley region which is an ongoing operation with revenue not solely dependent on TVA's business, and who employs at least 51% Valley residents at that location.

**Based on the above description, does your business classify as a Valley Business?** Yes No

If Yes, please provide address of Valley facility (if different from above)

Street / Mailing Address City County State Zip

**SUPPLIER'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

For TVA Use Only					
Number Assigned: _____			Requester's Fax Form To: _____		
Contracting Officer Requesting Vendor No.: _____			Phone No.: _____		
EFT form sent to Acct Payable?	Yes	No	One Time Serv Contr <\$25k?	Yes	No
Service Supplier? Yes	No	Is Service Supplier an individual employed by TVA, & scheduled to receive a W-2?		Yes	No
Is The Company Incorporated?	Yes	No	Send 1099?	Yes	No
<b>Email form to "Supplier Information" or fax to Supplier Relations at (423) 751-7613</b>					

**TVA SUPPLIER INFORMATION LIST**

ALBESSEMER*	KYADAIR	MSCHICKASAW	NCBURKE
ALBLOUNT	KYALLEN	MSCHOCTAW	NCCHEROKEE
ALCALHOUN	KYBARREN	MSCLAY	NCCLAY
ALCHEROKEE	KYBUTLER	MSDESOTO	NCGRAHAM
ALCOLBERT	KYCALDWELL	MSGRENADA	NCHAYWOOD
ALCULLMAN	KYCALLOWAY	MSITAWAMBA	NCHENDERSON
ALDEKALB	KYCARLISLE	MSKEMPER	NCJACKSON
ALETOWAH	KYCHRISTIAN	MSLAFAYETTE	NCMACON
ALFRANKLIN	KYCUMBERLAND	MSLEAKE	NCMADISON
ALJACKSON	KYEDMONSON	MSLEE	NCMITCHELL
ALLAUDERDALE	KY FULTON	MSLOWNDES	NCSWAIN
ALLAWRENCE	KYGRAVES	MSMARSHALL	NCTRANSYLVANIA
ALLIMESTONE	KYGRAYSON	MSMONROE	NCWATAUGA
ALMADISON	KYHICKMAN	MSNESHIBA	NCYANCYE
ALMARION	KYLIVINGSTON	MSNEWTON	TNALL COUNTIES
ALMARSHAL	KYLOGAN	MSNOXUBEE	VABLAND
ALTARRANT CITY*	KYLYON	MSOKITIBBEHA	VADICKENSON
ALMORGAN	KYMARSHALL	MSPANOLA	VAGRAYSON
ALWINSTON	KYMCCRACKEN	MSPONTOTOC	VALEE
GACATOOSA	KYMETCALFE	MSPRENTISS	VARUSSELL
GACHATTOOGA	KY MONROE	MSQUITMAN	VASCOTT
GADADE	KYMUHLENBERG	MSRANKIN	VASMYTH
GAFANNIN	KYOHIO	MSSCOTT	VATAZEWELL
GAFLOYD	KYSIMPSON	MSTALLAHATCHIE	VAWASHINGTON
GAGILMER	KYTODD	MSTATE	VAWISE
GAGORDON	KYTRIGG	MSTIPPAH	VAWYTHE
GALUMPKIN	KYWARREN	MSTISHOMINGO	
GAMURRAY	KYWAYNE	MSUNION	
GARABUN	KYWHITLEY	MSWEBSTER	
GATOWNS	MSALCORN	MSWINSTON	
GAUNION	MSATTALA	MSYALOBUSHA	
GAWALKER	MSBENTON	NCAVERY	
GAWHITFIELD	MSCALHOUN	NCBUNCOMBE	

\*Bessemer & Tarrant City are  
located in Jefferson County



**FOR SUBMISSION WITH TURNKEY PROPOSALS ONLY**

**EQUAL OPPORTUNITY REPRESENTATION AND CERTIFICATION**

Name of Firm: \_\_\_\_\_

The undersigned represents and certifies the above specified firm:

- 1. Will comply with the Equal opportunity provisions required under Executive Order (EO) No. 11246, as amended, and EO No. 11141 , as amended, and the provisions of chapter 60 of Title 41 of the code of Federal Regulations.
- 2. Has participated in a previous contract or subcontract subject to the Equal Opportunity provisions required under EO No. 11246, as amended, and EO No. 11141, as amended, and the provisions of chapter 60 of Title 41 of the code of Federal Regulations.

Yes \_\_\_\_\_ No \_\_\_\_\_

- 3. Has filed other Equal Opportunity compliance Reports with Government contracting agencies as required by such agencies?

Yes \_\_\_\_\_ No \_\_\_\_\_ No such reports have been required \_\_\_\_\_

- 4. Will use any subcontractors in the performance of its work scopes?

Yes \_\_\_\_\_ No \_\_\_\_\_

If "Yes," contractor agrees to obtain for TVA's information or approval submission of required EEO compliance reports or certifications signed by each proposed subcontractor before awarding each subcontract in excess of \$10,000.

- 5. Has 50 or more employees in its company?

Yes \_\_\_\_\_ No \_\_\_\_\_ Number of employees \_\_\_\_\_

If "Yes," answer A and B.

- A. It (has \_\_\_\_\_ or has not \_\_\_\_\_) developed, and (has \_\_\_\_\_ or does not have \_\_\_\_\_) on file at each establishment affirmative action programs pursuant to Pact 60-2 of Title 41 of the code of Federal Regulations.

- B. Has filed Employer Information Report EEO-1 (Standard Form 100) with the Joint Reporting Committee within the past 12 months?

Yes \_\_\_\_\_ No \_\_\_\_\_

Failure to file timely, complete, and accurate reports as required constitutes noncompliance with prime contractor's or subcontractors' obligations under the Equal Opportunity provisions of the contract and is grounds for the imposition by the agency or the Director of the Office of Federal Contract Compliance Programs of any sanctions as authorized by EO No. 11246, as amended.

c. CERTIFICATION OF NONSEGREGATED FACILITIES. The undersigned certifies that it does not maintain or provide for employees any segregated facilities at any of its establishments and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. The undersigned certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and that it will not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. The undersigned agrees that a breach of this certification is a violation of the Equal Opportunity ACL.

The undersigned further agrees that (except where it has obtained identical certification from proposed subcontractors for specific time periods) identical certifications will be obtained from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity ACL, that it will retain such certifications in its files, and that it will forward the preceding certification to such proposed subcontractors.

6. PRE-AWARD EQUAL OPPORTUNITY COMPLIANCE REVIEWS. Before award of a contract of \$1million or more, the undersigned and each of its known first-tier subcontractors who will receive a subcontract of \$1 million or more may be subject to a review to determine ability to comply with the Equal Opportunity clause and the regulations issued pursuant to EO No. 11246, as amended. In order to qualify in this respect for award, the prospective contractor and such subcontractors must be found, on the basis of any such review, to be able to comply with these requirements. Please provide the following information, as applicable:

The proposer's Equal Employment Opportunity Official (name, address, and telephone number):

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

The proposer's establishment(s) where work on the contract will be managed (include street address and zip code):

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

Date of latest EEO review of each establishment and agency making review:

\_\_\_\_\_

Number of employees in the facility where work is performed \_\_\_\_\_

NOTE: The penalty for making false statements is prescribed in 18 U.S.C. § 1001.

Signature: \_\_\_\_\_ Solicitation No.: \_\_\_\_\_ RFP-20020628

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

**TURNKEY PRICING**

<b>DESCRIPTION</b>	<b>ENGINEERING COSTS</b>	<b>MATERIAL/ EQUIPMENT COSTS</b>	<b>LABOR COSTS</b>
Wind Turbines			
Foundation Roads			
Access Roads			
Assembly Area			
Communications			
Transformers			
Switchgear			
Underground Distribution			
Circuit Breakers			
Control House			
Transmission Lines			
FAA Lighting			
Miscellaneous & Other (please list)			
Travel Expenses (includes Lodging, Subsistence, Incidentals)			
Insurance			
Performance Bond			

Operations and Maintenance Costs (Optional)  
Annual O&M

Please note: TVA is a federal agency and therefore not subject to state or local taxes.