

# HARRIMAN UTILITY BOARD

## REQUEST FOR PROPOSALS

### RENEWABLE GENERATION PURCHASE POWER AGREEMENT UP TO 3.2 MW<sub>AC</sub>

Key Dates:	
RFP Release Date	5/8/2023
Notice of Intent to Bid Due	5/22/2023
RFP Responses Due	8/7/2023
Target Letter of Intent Date	10/9/2023



## OVERVIEW

This Request for Proposal (RFP) is designed to elicit proposals from qualified renewable generation firms (Bidders) for Purchase Power Rates for PV Solar Generation. Recent changes in the contract between the Tennessee Valley Authority (TVA) and Local Power Companies authorize the Local Power Companies to acquire up to 5% of their average annual energy utilization from sources other than TVA, provided it is from low carbon sources and is generated in the Local Power Company's service territory. Harriman Utility Board is interested in exploring the economic benefits that it could realize from solar generation and has retained Seven States Power to assist in that evaluation.

## ABOUT HARRIMAN UTILITY BOARD

Harriman Utility Board (HUB) serves the city limits and parts of Roane and Morgan counties.

Harriman Utility Board is located at:

200 North Roane Street

Harriman, TN 37748

Additional information about Harriman Utility Board can be found on its website at.

[www.hub-tn.com](http://www.hub-tn.com)

## ABOUT SEVEN STATES

Formed in 2007, Seven States is an energy solutions company, owned and operated by the 153 local power companies (LPCs) that distribute TVA-generated electricity across seven states of the Tennessee Valley. Structured as a non-profit membership corporation with the powers of a generation and transmission cooperative, Seven States designs, develops, and deploys innovative technology to empower its member-owners to meet the market demands of their communities. Seven States operates as an extension of LPC resources to make deployments seamless and economic and serves as an innovation hub for technology transfer, infrastructure planning, and sharing best practices to shape technology strategy in the Tennessee Valley.

Additional information about Seven States Power can be found on its website at

[www.sevenstatespower.com](http://www.sevenstatespower.com).

## PROJECT GOALS

Harriman Utility Board is seeking proposals for a solar Power Purchase Agreement (PPA). The PPA rate must be inclusive of; all of the solar facility's output of energy; and include all of the associated renewable and environmental attributes. The solar facility should maximize energy delivery but limit maximum generation to no more than 3.2 MW<sub>AC</sub>. The solar facility must be located in Harriman Utility Board's service territory; interconnected to Harriman Utility Board's 13.2 kV distribution lines at an agreed upon location; and meet all of Harriman Utility Board's and TVA's requirements for solar generation connected to a Local Power Company distribution system.

## PROJECT COMMITMENT

This RFP is not a commitment by Harriman Utility Board or Seven States Power Corporation to acquire the Project and it does not bind Harriman Utility Board or Seven States Power Corporation in any manner. Harriman Utility Board at its sole discretion will determine which Proposing Firms, if any, it wishes to include in further discussions or the bid award process.

## FACILITY REQUIREMENTS

1. Maximum generation shall not exceed 3.2 MW<sub>AC</sub>.
2. Facility must be located in Harriman Utility Board's Service Territory. Project must be interconnected to Harriman Utility Board's 13.2 kV distribution lines at an agreed upon point of interconnection.
3. Facility should achieve a Commercial Operations Date of 12/1/2025.
4. Facility must have a minimum design life of 30 years.
5. Facility must meet Harriman Utility Board's; solar generation standards; established policies and procedures that are in effect during the period of the PPA; and interconnection and operation requirements.
6. Facility must be constructed, interconnected and operated such that all of the facility, equipment and systems are in accordance with applicable specifications that meet or exceed those provided by; the National Electrical Safety Code; the American National Standards Institute; IEEE; Underwriter's Laboratory; other applicable national, state, and local codes and standards; and TVA and Harriman Utility Board's Requirements, in effect at the time of construction and throughout the period of the PPA contract.

## PROJECT REQUIREMENTS

1. Project bid package must include, a proposed single-line diagram of the facility with manufacturer and model numbers for major equipment, single line must include equipment to the proposed point of interconnection.
2. Project Bid Package must include a spreadsheet reflecting 30-years of hourly generation that would be delivered to the point of interconnection.
3. Proposal shall include the proposed Commercial Operations Date when the system will be complete, including commissioning, and available to deliver rated-current to the point of interconnection along with a detailed project schedule.
4. Proposal must include a PPA rate and proposed PPA term for the project that includes all costs including, but not limited to:
  - a. Site retention, control, preparation, security, and maintenance;
  - b. Design, engineering, procurement, construction, metering, metering communications including communications infrastructure such as fiber optic, protective devices, relaying and interconnection infrastructure;
  - c. Costs associated with studies, infrastructure upgrades, and additions required by Harriman Utility Board or TVA;
  - d. Costs associated with facility and workers insurance and bonding;
  - e. Costs associated with operation, repair and maintenance;
  - f. Costs associated with Permits, Federal, State, and Local taxes, and tax equivalents, including Tenn. Code Ann. 67-4-310, and;
  - g. Costs associated with decommissioning the system at the end of the PPA, removal of equipment and restoration of the site to original condition.

5. Proposal must explicitly detail that the bidder agrees to design, install, maintain, and operate its Small Generating Facility so as to ensure that the system does not create a disturbance adversely affecting or impairing the distribution/transmission system equipment of Harriman Utility Board, TVA, any Affected Systems or customers of Harriman Utility Board, or TVA.
6. Bidder must agree that there will be no cost to Harriman Utility Board for curtailment periods required by Harriman Utility Board or TVA.
7. Bidder must agree that there will be no cost to Harriman Utility Board or Seven States associated with the response to this RFP.
8. Bidder must submit the address and layout of the proposed facility.
9. Bidder assumes all risk/responsibility for Federal Credits and or Grants, including but not limited to; the Investment Tax Credit and/or the Production Tax Credit.
10. Harriman Utility Board seeks facility ownership options upon the end of the term of the PPA, Bidder shall provide purchase options.

## SPECIAL REQUIREMENTS

Locating available property in municipal locations can be challenging. Bidders that; respond in the affirmative to the Intent to Bid by the required date; and submit an executed copy of the NDA (Attachment 1), may request a copy of Harriman Utility Board's Hosting Capacities Drawing. This drawing is Confidential and Business Sensitive. Harriman Utility Board understands that the hosting capacities introduce additional complications and may provide feedback to Bidders once it has reviewed the RFP submissions.

## BIDDER AND BID TEAM QUALIFICATIONS

Bidder shall provide the following information:

1. Names and descriptions of your company and other entities that will be part of your team for this project, contact information shall be noted on Appendix C.
2. Names and resumes of the principal project individuals and their role.
3. Most recent audited financials or equivalent.
4. Three references from existing utility customers with similar size and characteristics to FLEC's project along with a description of the role that you played in the project. This list should include contact information – please note these references may be contacted.
5. A list of all projects >500kW completed in the TVA service territory in the last 5-years and the Local Power Company in who's service territory it resides.
6. Documentation that the Bidder has sufficient financial capabilities to complete this project in addition to projects that it has committed to, or will commit to, during the course of this project.
7. The most recent three-years of audited financials.
8. Evidence of license to do business in the state of Tennessee directly or via a designated partner.
9. Evidence of bonding and insurance.
10. List any complaints by the Better Business Bureau in the past (3) years.
11. Describe the Proposing Firm's health and safety record and identify any workplace issues as well as OSHA Reporting for the last three (3) years.
12. What is the primary differentiator that you offer and how does your previous experience uniquely qualify you for this project?



## RFP SUBMISSION GUIDELINES

Proposing Firms are to respond via email only and include at a minimum:

1. A cover letter with PPA pricing and Team qualifications;
2. Bidder must submit the address and layout of the proposed facility.
3. Completed copy of Appendix A, (Facility Specifications);
4. Completed copy of Appendix B (Project Interconnection), with single-line;
5. A spreadsheet reflecting hourly generation for the period of the proposed PPA, and;
6. Completed copy of Appendix C, (Project Contacts).

All submissions must be made by the response due date and time identified in the RFP Schedule.  
Email submissions to:

Seven States Power: [info@7SPC.com](mailto:info@7SPC.com)

**Forms received after the Submittal Deadline will not be considered.**

**All contacts regarding this RFP must be made through Seven States Power: [info@7SPC.com](mailto:info@7SPC.com)**

## CONFIDENTIALITY

Seven States Power will treat the pricing and contract term included in each submitted proposal as confidential and will not disclose such information other than (1) to its employees, consultants, counsel and other advisors in connection with the evaluation of responses to this RFP; (2) to representatives of each Local Power Company (LPC) that is participating in this RFP; or (3) as required by applicable law, as determined by Seven States Power reasonably and in good faith. The obligations of Seven States Power do not apply to any information that becomes generally available to the public other than through a breach of the obligation of Seven States Power under this provision or to information that is communicated to Seven States by a third party other than the participating LPCs.

Notwithstanding the obligation of Seven States Power to treat such information as confidential, each bidder acknowledges that Seven States will provide each participating LPC with complete, unredacted copies of each proposal and all related communications and information, and Seven States may also include such information in various summaries, analyses and other communications with each participating LPC. Each bidder acknowledges and agrees that each participating LPC will receive each proposal and all related communications and information without any limitation on further use, discussion or disclosure.

By submitting a proposal in response to this RFP, each bidder agrees to the terms of this Section notwithstanding any "confidential", "proprietary", "business sensitive" or other designation that is included in the bidder's response to the RFP. In the event of any conflict between the provisions of this Section and the language of the bidder's response to the RFP or any other communication, the provisions of this Section will control.

**Note: Harriman Utility Board is a quasi-governmental entity that is subject to various public records laws, open meeting requirements and other similar requirements. Any requirements or prohibition on disclosure of Confidential Information shall not apply to disclosures necessitated by any such laws.**



## APPENDIX A - FACILITY SPECIFICATIONS

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

Proposal Number or Name (If Multiple Proposals): \_\_\_\_\_

Proposed Point of Interconnection Address or GIS Coordinates: \_\_\_\_\_

\_\_\_\_\_

System Rating in MW<sub>DC</sub>: \_\_\_\_\_

Maximum Delivered Power (MW<sub>AC</sub> at Point of Interconnection): \_\_\_\_\_

System Efficiency (MW<sub>AC</sub> at Point of Interconnect/MW<sub>DC</sub> Nameplate): \_\_\_\_\_

System Configuration (Fixed, Single Axis, Dual Axis, etc.): \_\_\_\_\_

Inverter Type (Central Station, String, etc.): \_\_\_\_\_

Bloomberg NEF Inverter Bankable Ranking: \_\_\_\_\_

Module Type (Standard, Premium, Thin Film, etc.): \_\_\_\_\_

Panel Rating (W<sub>DC</sub>): \_\_\_\_\_ Number of Panels: \_\_\_\_\_

Percent of American made materials for:

Panels: \_\_\_\_\_; Inverters: \_\_\_\_\_; Ground Mount: \_\_\_\_\_; BOS: \_\_\_\_\_

Design Life (Years):      Solar Facility: \_\_\_\_\_;      Solar Panels: \_\_\_\_\_;

Inverters: \_\_\_\_\_;      Balance of Plant: \_\_\_\_\_



## APPENDIX B – PROJECT INTERCONNECTION

Please attach a single-line of the facility and proposed interconnection, including key facility equipment, transformers, protective equipment, disconnect devices, metering, and clearly indicate the proposed point of interconnection to the utility. It is assumed that all equipment on the single-line will be provided by bidder as part of their proposed pricing unless specifically designed as “Provided by Utility”



**APPENDIX C – PROJECT CONTACTS**

Bidder: \_\_\_\_\_

Project Name/Number:

\_\_\_\_\_

Primary Contact:

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

Email: \_\_\_\_\_



**ATTACHMENT 1**

**MUTUAL NON-DISCLOSURE AGREEMENT**

This Mutual Non-Disclosure Agreement is between Harriman Utility Board, a Utilities Authority duly organized and existing under the laws of the State of Tennessee (“Harriman Utility Board”) and \_\_\_\_\_ (“Company”), a \_\_\_\_\_ duly organized and existing under the laws of the State of \_\_\_\_\_. Harriman Utility Board and Company wish to exchange certain proprietary and confidential information. As used in this Agreement, a party who receives Confidential Information shall be referred to as the “Receiving Party” and a party who discloses Confidential Information shall be referred to as the “Disclosing Party.”

In consideration of the relationship of the parties, the Disclosing Party providing the Receiving Party with access to Confidential Information of the Disclosing Party, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Receiving Party hereby agrees as follows:

1. “Confidential Information” means all intellectual property, trade secrets, commercially valuable or proprietary information related to the Disclosing Party’s business and products, whether of a technical, business or other nature including, without limitation, information relating to the technology, customers, business plans, promotional and marketing activities, finances and other business affairs of the Disclosing Party that (i) if disclosed in written or other tangible form, has been marked as “CONFIDENTIAL”, “PROPRIETARY” or with some other similar designation; or (ii) if disclosed orally, is specifically identified as confidential, proprietary or business sensitive information in connection with the disclosure. Confidential Information shall include all summaries, extracts, notes, analyses, compilations, interpretations, and other documents prepared by the Receiving Party that contain, reflect, or are based upon or generated from, in whole or in part, the Confidential Information.

2. Each party agrees that all Confidential Information shall remain the secret and confidential property of the Disclosing Party and the Receiving Party shall not disclose any Confidential Information to any other party unless authorized by this Agreement. The Receiving Party shall (i) hold the Disclosing Party’s Confidential Information in strict confidence and take reasonable precautions to protect such Confidential Information from unauthorized disclosure, (ii) take reasonable precautions to prevent Confidential Information from being disclosed to any person other than those directors, officers, employees, legal counselors, representatives (including, in the case of Harriman Utility Board, members of its committees, advisory groups and work groups), agents or consultants of the Receiving Party who need to know such Confidential Information and the Receiving Party shall be responsible to notify any such person of the existence of this Agreement and the Receiving Party shall be responsible for any breach of this Agreement by any of them, (iii) not make any use whatsoever of such Confidential Information except as may be required by the relationship with the Disclosing Party, (iv) not copy, decompile, disassemble or reverse engineer any such Confidential Information, and (v) not export or re-export (within the meaning of U.S. or other export control laws or regulations) any such Confidential Information.

3. Without granting any right or license, the Disclosing Party agrees that the limitations on disclosure of Confidential Information by the Receiving Party shall not apply to information that the Receiving Party can document and prove (i) is or becomes generally available to the public other than a result of a breach or improper action or inaction by the Receiving Party or any individual who

has a need to know such Confidential Information, or (ii) was already in the Receiving Party's possession or known prior to receipt from the Disclosing Party, or (iii) was independently developed without the use of any Confidential Information of the Disclosing Party and the Receiving Party did not have access to such Confidential Information. The Receiving Party may make disclosures if required by law or requested by any court with jurisdiction to disclose or produce any Confidential Information, and the party so requested or required to disclose or produce any Confidential Information will provide the other party with prompt notice thereof and copies, if possible, and, if not, a description of the Confidential Information requested or required to be disclosed or produced so that the Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Agreement.

4. Notwithstanding any provision in this Agreement, Company acknowledges and understands that Harriman Utility Board is a governmental entity that is subject to various public records laws, open meeting requirements and other similar requirements. Any requirements or prohibition on disclosure of Confidential Information shall not apply to disclosures necessitated by any such laws.

5. Upon expiration or termination of this Agreement or, if a Disclosing Party so requests at any time, the Receiving Party will return promptly to the Disclosing Party or promptly destroy all copies, extracts or other reproductions in whole or in part of all Confidential Information in the possession of the Receiving Party and the Receiving Party will destroy or cause to be destroyed all copies of any memoranda, notes, analyses, compilations, studies or other documents prepared by the Receiving Party or for its use based on, containing or otherwise reflecting any Confidential Information of the Disclosing Party; provided, that each party shall be entitled to retain any electronic copies backed up in the ordinary course of business and, in such a case, any such electronic copies shall continue to be Confidential Information for all purposes under this Agreement. Such destruction will, if requested, be certified in writing to the furnishing party by an authorized officer supervising such destruction. Notwithstanding the return or destruction of the Confidential Information, the parties will continue to be bound by their obligations under this Agreement.

6. The Receiving Party understands that nothing herein (i) requires the disclosure of any Confidential Information of the Disclosing Party or (ii) requires either party to perform any work or to enter into any transaction, relationship, or agreement. Neither party will share or disclose any of the work it does with the other party or the nature of its relationship for any reason without the express prior written permission of the other party.

7. The Disclosing Party provides Confidential Information without warranties of any kind and is not liable for any damages arising out of the Receiving Party's use of Confidential Information. Neither this Agreement nor any disclosure of Confidential Information made under it grants the Receiving Party any right, title, interest, or license to the Confidential Information or to any trademark, copyright, patent, or any other intellectual property right now or subsequently owned or controlled by Disclosing Party. The exchange of Confidential Information under this Agreement does not create any joint or fiduciary relationship or authorize either party to act or speak on behalf of the other.

8. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Confidential Information, there may be no adequate remedy at law for any breach of its obligations hereunder, which breach may result in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to seek appropriate equitable relief, without the requirement of posting a bond, in addition to other remedies available at law.

9. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid, or unenforceable, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

10. This Agreement shall be governed by the laws of the State of Tennessee without regard to its conflicts of law provisions.

11. The prevailing party in any action to enforce this Agreement shall be entitled to costs and reasonable attorneys' fees. No waiver or modification of this Agreement will be binding upon a party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right will be deemed a waiver.

12. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof.

13. Each of the parties to this Agreement represents and warrants that it has carefully read this Agreement, that it fully understands its final and binding effect, that it has had an opportunity to consult with an attorney of its own choosing prior to signing and that the person signing this Agreement has the power and authority to execute and deliver the Agreement on behalf of the party whom s/he represents.

14. The term of this Agreement is for three (3) years from the Effective Date. Either party may terminate this Agreement at any time by giving the other party thirty (30) days written notice. The parties' obligations hereunder with respect to Confidential Information shall survive the termination or expiration of this Agreement and shall continue in full force and effect for a period of two (2) years from the termination or expiration date.

IN WITNESS WHEREOF the parties have duly executed this Agreement effective as of the date the last party signed this Agreement ("Effective Date").

**COMPANY**

**HARRIMAN UTILITY BOARD**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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