STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS
FOR
ELECTRIC GENERATING EQUIPMENT LEASE

RFP SBC # 460/000-06-2015

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1. INTRODUCTION

The State of Tennessee, Department of General Services, ("the State"), has issued this Request for Proposals ("RFP") to solicit responses ("Responses") from qualified respondents (individually a "Respondent" and collectively "Respondents") to design, deliver, install, operate, and maintain renewable energy systems using solar photovoltaic ("PV") electric generating technologies (the "Equipment") at multiple sites (the "Sites" as set forth on *Pro Forma Lease* Attachment 3) under a long term equipment lease (the "Lease"). The State will entertain suggestions from potential Respondents regarding the exclusion of one or more of the Sites listed on Pro Forma Lease Attachment 3 at the Pre-response Conference and as a "Comment" in the Written Questions and Comments (see RFP Section 2 for the Schedule of Events). This RFP will define the minimum requirements for responses and outline the State's process for evaluating responses and making an award of the Lease.

The State intends to award the Lease to a single Respondent. All Equipment will be on State property and will be dedicated for behind the meter electrical consumption.

All Respondents to this RFP must be properly licensed in the State of Tennessee to do all necessary design and installation, demonstrate the ability to perform the work described in the Scope of Services in the *Pro Forma Lease*, and have experience with successfully performing comparable projects in a timely manner.

Through this RFP, the State seeks to procure the Lease at the most favorable, competitive prices and to give ALL Respondents, including those that are owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, an opportunity to do business with the State.

1.1 Statement of Procurement Purpose

The scope of the Lease awarded under this RFP shall include the installation, operation, and maintenance of the Equipment at specified Sites. The scope shall also include, securing all permits and approvals from governing agencies, all labor, taxes, services, permit fees, and licenses necessary to install the Equipment. See RFP Attachment 3.1 for Site locations, current Electric Utility, current annual Energy usage, current annual Energy cost, lowest monthly demand, highest monthly demand, required alternating current ("AC") Energy at each Delivery Point and maps of the Sites and locations for the PV panels. The State intends to publish an updated RFP Attachment 3.1 prior to the State Response to Written Questions & Comments specifying Delivery Point locations.

1.2. Scope of Service, Lease Period, & Required Terms and Conditions

The RFP Attachment 6.6., *Pro Forma Lease,* details the State's requirements:

- Scope of Services and Deliverables (Section A);
- Lease Term (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and
- Special Terms and Conditions (Section E).

The *Pro Forma Lease* substantially represents the Lease document that the successful Respondent <u>must</u> sign.

1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a lease or contract pursuant to this RFP or in the employment practices of a Respondent on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. All Respondents, pursuant to this RFP, shall upon request, show proof of such

nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. **RFP Communications**

1.4.1. The State has assigned the following RFP SBC identification number that must be referenced in all communications regarding this RFP:

RFP SBC # 460/000-06-2015

1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

1.4.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Amber O'Connell
Department of General Services
Central Procurement Office
312 Rosa L. Parks Avenue - 3rd Floor
Nashville, TN 37243
Amber.OConnell@tn.gov
615-253-7817

1.4.2.2. Notwithstanding the foregoing, prospective Respondents may alternatively contact:

a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, Tennessee service-disabled veteran owned, and small businesses as well as general, public information relating to this RFP (visit www.tn.gov/businessopp/ for contact information); and

b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Helen Crowley
Department of General Services
Central Procurement Office
312 Rosa L. Parks Avenue - 3rd Floor
Nashville, TN 37243
Helen.Crowley@tn.gov
615-741-3836

1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.

1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or

response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.

1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).

1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: http://tn.gov/generalserv/cpo/sourcing_sub/rfp.shtml.

1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.

1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents. Notwithstanding the foregoing, the information provided in RFP Attachment 3.1 was derived from invoices provided by the respective Electric Utilities and is accurate to the knowledge of the State.

1.5. Assistance to Respondents With a Handicap or Disability

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. Respondent Required Review & Waiver of Objections

1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma Lease*, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").

1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. Pre-Response Conference & Questions and Comments

A Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-response Conference attendance is not mandatory, and prospective Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

Morrow Conference Room

Department of General Services
Central Procurement Office
312 Rosa L. Parks Avenue - 3rd Floor
Nashville, TN 37243

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-response Conference shall be unofficial and non-binding.

Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.8 and on the date detailed in the RFP Section 2, Schedule of Events. Any suggested revisions to the Pro Forma Lease or the Sites must be provided in writing no later than the Written Questions and Comments deadline. Suggested revisions to the Pro Forma Lease should be provided in the form of a redlined or track changes document.

1.8. **Notice of Intent to Respond**

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate)
- a contact person's name and title
- the contact person's mailing address, telephone number, facsimile number, and e-mail address

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.9 **Site Visits**

Respondents should plan to visit all Sites during the period for "site visits" in the RFP Schedule of Events. (see RFP Section 2) Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations. Respondents must contact the Solicitation Coordinator for details on scheduling site visits within the site visitation period and coordinate all visits through the Solicitation Coordinator. Certain sites may only be accessible on a single date. Therefore, Respondents should contact the Solicitation Coordinator as soon as possible to schedule site visits. All State requirements regarding access to State property and facilities must be complied with for all site visits.

Any costs associated with any site visits shall be the sole responsibility of Respondents. While Site visits by Respondents are strongly recommended, they are not a condition for submitting a Response.

1.10. **Response Deadline**

A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. A response must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the Respondent's responsibility to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any

potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		September 24, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	September 28, 2015
3. Pre-response Conference	10:00 a.m.	September 30, 2015
4. Notice of Intent to Respond Deadline	2:00 p.m.	September 30, 2015
5. Site Visits		October 1, 2015 – October 9, 2015
6. Written "Questions & Comments" Deadline	2:00 p.m.	October 16, 2015
7. State Response to Written "Questions & Comments"		October 23, 2015
8. Response Deadline	2:00 p.m.	November 2, 2015
9. State Schedules Respondent Oral Presentation (at the State's discretion)		November 3, 2015
10. Respondent Oral Presentation (at the State's Discretion)	TBD	November 9 - 10, 2015
11. State Completion of Technical Response Evaluations		November 13, 2015
12. State Opening & Scoring of Cost Proposals		November 16, 2015
13. Negotiations(at the State's discretion)		November 17-24, 2015
14. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection		November 25, 2015
15. End of Open File Period		December 5, 2015
16. State Building Commission Sought Approval		December 10, 2015
17. State Sends Lease to Lessor for Signature		December 11, 2015
18. Lessor Signature Deadline		December 16, 2015

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events after its dissemination to the public, but before the Notice of Intent to Award is issued, shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.8).

3. RESPONSE REQUIREMENTS

3.1. Response Form

A response to this RFP must consist of two parts, a Technical Response and a Cost Proposal.

3.1.1. **Technical Response**. RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A Technical Response must not include any pricing or cost information for the services to be provided in response to this RFP. Failure to comply with this requirement may result in Respondent's response being rejected.

3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.

3.1.1.2. A Technical Response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use a 12 point font for text. All pages must be numbered.

3.1.1.3. All information and documentation included in a Technical Response should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.

3.1.1.4. The State may determine a Technical Response to be non-responsive and reject it if:

a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or

b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.

3.1.2. **Cost Proposal**. A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response to be non-responsive and reject it.

3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

3.1.2.2. The proposed cost shall incorporate ALL costs for services under the Lease for the total Lease period.

3.1.2.3. A Respondent must sign and date the Cost Proposal.

3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Response Delivery

3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP.

3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.

3.2.2.1. One (1) original Technical Response paper document labeled:

"RFP SBC # 460/000-06-2015 TECHNICAL RESPONSE ORIGINAL"

and five (5) digital copies of the Technical Response each in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

"RFP SBC # 460/000-06-2015 TECHNICAL RESPONSE COPY"

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in the State rejecting the proposal as non-responsive.

3.2.2.2. One (1) original Cost Proposal paper document labeled:

"RFP SBC # 460/000-06-2015 COST PROPOSAL ORIGINAL"

and one (1) copy in the form of a digital document in "PDF/XLS" format properly recorded on separate, blank, standard CD-R recordable disc or USB flash drive labeled:

"RFP SBC # 460/000-06-2015 COST PROPOSAL COPY"

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

3.2.3.1. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:

"DO NOT OPEN… RFP SBC # 460/000-06-2015 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

"DO NOT OPEN… RFP SBC # 460/000-06-2015 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

"SBC # 460/000-06-2015 SEALED TECHNICAL RESPONSE & SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Amber O'Connell
Department of General Services
Central Procurement Office
312 Rosa L. Parks Avenue - 3rd Floor
Nashville, TN 37243
Amber.OConnell@tn.gov
615-253-7817

3.3. **Prohibitions**

3.3.1. A response must not include alternate Lease terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.3. A response must not propose alternative goods or services (*i.e.*, offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.

3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or Lease termination.

3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent Lease negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.

3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.

3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).

3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:

3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

3.3.8.2. A Lease with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a Lease with or proposal from the employee; and

3.3.8.3. A Lease with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a Lease with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.4. **Conflict of Interest**

3.4.1. This RFP is also subject to *Tennessee Code Annotated*, Section 12-4-101.

3.4.2 This RFP is also subject to State Building Commission Policy and Procedure 12.02, and the duties and obligations of the State are subject to State Building Commission Policy and Procedure 12.02.

3.5. **Response Errors & Revisions**

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.6. **Response Withdrawal**

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline.

3.7. **Additional Services**

If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the Lease awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.

3.8. **Response Preparation Costs**

The State will <u>not</u> pay any costs associated with the preparation, submittal, or presentation of any response.

4. GENERAL INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to lease award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the Response Deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.8). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.

4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse a Respondent from full compliance, and the State may hold any resulting awarded Respondent to strict compliance with this RFP.

4.4. Assignment & Subcontracting

4.4.1. Respondents may not subcontract, transfer, or assign any portion of the Lease awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.4.).

4.4.3. Subcontractors identified within a response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Lease.

4.4.4. After Lease award, a Respondent may only substitute an approved subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Respondent who is awarded a Lease pursuant to this RFP will be the prime contractor and will be responsible for all work under the Lease.

4.5. Right to Refuse Personnel or Subcontractors

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing goods or services in the performance of a Lease resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. Insurance

From time-to-time, the State may require the awarded Respondent to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee. Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for Lease termination.

4.7. Professional Licensure and Department of Revenue Registration

4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.

4.7.2. Before a response is delivered Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the Lease.

4.7.3. Before the Lease resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a Lease unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Respondent is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of the Lease pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

4.8. Disclosure of Response Contents

4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.

4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after technical responses are opened.

4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.9. Lease Approval and Lease Payments

4.9.1. After Lease award, the Respondent who is awarded the Lease must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.

4.9.2. Neither this RFP nor the lessor selection process obligates the State or creates rights, interests, or claims of entitlement in any Respondent. State obligations shall only commence after the Lease is signed by the State agency head and the Respondent and after the Lease is approved by all other state officials as required by applicable laws and regulations.

4.9.3. No payment will be obligated or made until the relevant Lease is approved as required by applicable statutes and rules of the State of Tennessee.

4.9.3.1. The State shall not be liable for payment of any type associated with the Lease resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the awarded Respondent, even goods delivered or services rendered in good faith and even if the awarded Respondent is orally directed to proceed with the delivery of goods or the rendering of services, if it occurs before the Lease start date or after the Lease end date.

4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Lease resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma Lease*, Section C).

4.10. **Performance**

The Respondent who is awarded the Lease will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Lease, and the Respondent must cooperate with such efforts.

4.11. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.12. **Next Ranked Respondent**

The State reserves the right to initiate negotiations with the next ranked Respondent should the State cease doing business with any Respondent selected via this RFP process.

5. EVALUATION & LEASE AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	**15**
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	**30**
Cost Proposal (refer to RFP Attachment 6.3.)	**55**

5.2. Evaluation Process

The evaluation process is designed to award the Lease resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. "Responsible Respondent" is defined as a Respondent that has the capacity in all respects to perform fully the Lease requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the response and document the team's determination of whether:

a. the response adequately meets RFP requirements for further evaluation;

b. the State will request clarifications or corrections for consideration prior to further evaluation; or,

c. the State will determine the response to be non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will begin to independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in

this RFP, rather than against other proposals and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.

5.2.1.4. If the Proposal Evaluation Team determines that oral presentations will assist their evaluation of each Respondent's Technical Response, the State will invite all apparently Responsive and Responsible Respondents to make an oral presentation that will be evaluated as part of the Technical Response. Except as set forth herein, a Respondent's oral presentation shall be limited to addressing items relevant to the scope or to their Technical Response; no new information may be presented by a Respondent during the oral presentation.

5.2.1.4.1. The Solicitation Coordinator will schedule Respondent presentations during the period indicated by the RFP Section 2, Schedule of Events. The Solicitation Coordinator will make every effort to accommodate each Respondent's schedules. When the Respondent presentation schedule has been determined, the Solicitation Coordinator will contact Respondents with the relevant information as indicated by RFP Section 2, Schedule of Events.

5.2.1.4.2. Respondent presentations are only open to the invited Respondent, Proposal Evaluation Team members, the Solicitation Coordinator, and any technical consultants who are selected by the State to provide assistance to the Proposal Evaluation Team.

5.2.1.4.3. Oral presentations provide an opportunity for Respondents to explain and clarify their responses. Respondents must not materially alter their responses. Respondent pricing shall not be discussed during oral presentations.

5.2.1.4.4. The State will maintain an accurate record of each Respondent's oral presentation session. The record of the Respondent's oral presentation shall be available for review when the State opens the procurement files for public inspection.

5.2.1.5 For each Technical Response that is evaluated, the Solicitation Coordinator will insert the scores of each Evaluation Team member in RFP Attachment 6.5, Score Summary Matrix and calculate the average of the scores of each member of the Proposal Evaluation Team and record each average as the proposal score for the respective Technical Response section.

5.2.1.6. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not to meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential Lease award, the team members will fully document the determination.

5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

Note: The State reserves the right to exclude a Site from the resulting Lease in the event that the net present value of the "savings" for that Site for any given year is less than or equal to $0. Notwithstanding the potential exclusion of the Site from the resulting Lease, the "savings"

calculation from that Site will still be used to calculate the Respondent's Cost Proposal Score. The calculation of "savings" is set forth in RFP Attachment 6.3, Cost Proposal & Scoring Guide.

For each Cost Proposal that is evaluated, the Solicitation Coordinator will record its calculated score in RFP Attachment 6.5, Score Summary Matrix for the respective Cost Proposal section.

5.2.3. **Clarifications and Negotiations**: The State reserves the right to award the Lease on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

5.2.3.1. Clarifications: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.

5.2.3.2. Negotiations: The State may elect to negotiate with one or more Respondents by requesting revised responses. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.

5.2.3.3. Cost Negotiations: All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.

5.2.3.4. If the State determines that it is unable to successfully negotiate the Lease with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into Lease negotiations with the next apparent best evaluated Respondent.

5.2.4. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. Lease Award Process

5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to Lease award.

5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a Lease award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.

5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.

5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign the Lease drawn by the State pursuant to this RFP. The Lease shall be substantially the same as the RFP Attachment 6.6., *Pro Forma Lease*. The Respondent must sign the Lease by the Respondent Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed Lease by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.

5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to Lease signing and, as a result, revise the *Pro Forma Lease* terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and Respondent selection process.

5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

5.4. Protest Process.

Any protests or appeals of protests pursuant to this RFP or the Notice of Intent to Award shall be handled in accordance with the SBC By-laws, Policy and Procedure Item 18.

RFP ATTACHMENT 6.1.

RFP SBC # 460/000-06-2015 STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Respondent must sign and complete the Statement of Certifications and Assurances below as required, and it must be included in the Technical Response (as required by RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A, Item A.1.).

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma Lease* for the total Lease period.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma Lease*.
4. The Respondent acknowledges and agrees that the Lease resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the Lease.
5. The Respondent will comply with:
   (a) the laws of the State of Tennessee;
   (b) Title VI of the federal Civil Rights Act of 1964;
   (c) Title IX of the federal Education Amendments Act of 1972;
   (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
   (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting Lease.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any Lease pursuant to the RFP.

By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any Lease awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President* or *Chief Executive Officer*, this document <u>must</u> attach evidence showing the individual's authority to bind the Respondent.

<u>DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT</u>

SIGNATURE: _____

PRINTED NAME & TITLE: _____

DATE: _____

RESPONDENT LEGAL ENTITY NAME: _____

RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN): _____

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., *et. seq.*).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a sub-contractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting Lease. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee, or other conflict as set forth in Item 12 of the SBC By-Laws, Policy & Procedures) and, if so, the nature of that conflict.	
	A.3.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will not be considered	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		responsive.)	
	A.6.	Provide proof of Respondent's and subcontractors' required licenses to deliver scope of work in the State of TN, including Contractor Licensing Number, Classification, Expiration Date, and License Limit. Tennessee General Contractors License Tennessee Electrical Engineering license Tennessee Civil Engineering License Tennessee Structural License NABCEP Certification of PV Installation Professional	
	A.7.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.	
	A.8.	Describe the Respondent's form of business (*i.e*., individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile). Provide size of the firm by office or branch if applicable, including, number of principals/owners, number of office personnel, and number of field personnel by skill set. Detail the number of years the Respondent has been in business and list any former names under which your organization has operated. Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details	
	A.9.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.	
	A.10.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.	
	A.11.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		convicted of, pled guilty to, or pled *nolo contendere* to any felony. If so, include an explanation providing relevant details.	
	A.12.	Provide a statement and any relevant details addressing whether the Respondent is any of the following: (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; or (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
	B.1.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP. Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (e.g., prior experience, training, support, certifications, resources, program and quality management systems, etc.).
	B.2.	Provide a minimum of two (2), or a maximum of five (5) detailed previous examples with similar scope and complexity to the services sought by the State in this RFP. The examples should include current (ongoing) and completed (preferable within the last ten (10) years) projects and Respondent should indicate those projects that were for the State of Tennessee within the last ten (10) years. List projects starting with the most recent and include the information as listed below for *each* project: 1) Respondent's performance with an emphasis on accelerated schedule. 2) Project name and location. 3) Brief description of scope. 4) Project size: a) Total dollars per square foot; b) Number of stories; and c) Gross square foot area. 5) Year contracted and scope completed. 6) Client reference name / title, role on project, and contact information. 7) Project Prime Contractor and Prime Designer Firm Names to include, the key personnel and their roles on the project (from both the Prime Contractor and Prime Designer). 8) Each example should also identify the following: a) Schedule; and b) Project challenges and resolutions to those challenges. A related Project Reference Form, RFP Attachment 6.4, is provided for the Respondent's use in compiling and presenting this information.
	B.3.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.4.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any Lease awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP; (d) Provide case study examples for each subcontractor in accordance with B.2 above; and (e) Provide a five year history of the working relationship between the Respondent and each subcontractor listed, and provide all facts relating to any common ownership between the Respondent, or any of its officers or owners and each subcontractor listed.
	B.5.	Provide documentation of the Respondent's commitment to diversity as represented by the following: (a) Business Strategy. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) Business Relationships. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information: (i) contract description; (ii) contractor name and ownership characteristics (*i.e.*, ethnicity, gender, Tennessee service-disabled); (iii) contractor contact name and telephone number. (c) Estimated Participation. Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and **DO NOT INCLUDE DOLLAR AMOUNTS**); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors. NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265 for more information. (d) Workforce. Provide the percentage of the Respondent's total current employees by ethnicity and gender. NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.
	B.6.	Provide a statement of whether or not the Respondent has any current contracts with the State of

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts: (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract period; and (e) the contract number. NOTES: ▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points. Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
SCORE *(for <u>all</u> Section B—Qualifications & Experience Items above)*: *(maximum possible score = 15)*		
State Use – Evaluator Identification:		

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section C — Technical Qualifications, Experience & Approach Items.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule as detailed in this RFP.
	C.2.	Provide a narrative that illustrates how the Respondent will: • Provide on time delivery of the Equipment • Provide a plan for installation of the Equipment that meets the State's specifications (Refer to Lease Attachment 6).
	C.3.	Describe your team's experience with providing design and construction services for PV systems including: • Interactions and communication with the State; • Design development for multi-site, fast track projects • Scheduling for multi-site and concurrent equipment installation.
	C.4.	Provide a narrative describing the monitoring and reporting system that will be provided to monitor, analyze, display and communicate historical and live solar energy generation as detailed in the attached Lease document. Provide examples of reports and charts to demonstrate system capabilities.
	C5.	Provide a detailed narrative addressing ongoing operation and maintenance including: • repair work and equipment replacement • warranty information and transferability • inspection, testing , cleaning and routine preventative maintenance • reporting of problems and their resolution • scheduling maintenance outages • annual reporting of all maintenance and repair activities. Include a list of maintenance activities and frequency.
	C.6.	Provide a summary of challenges and risks that you see in providing the services set forth in the Lease and your approach to addressing these challenges and risks.
	C.7.	Provide a generic schematic design showing expected Equipment operation.
	C.8.	Provide manufacturer's cut sheet for the solar panels, inverters and tracking equipment for each model proposed for this scope of services.
SCORE *(for all Section C— Technical Qualifications, Experience & Approach Items above)*: *(maximum possible score = 30)*		

State Use – Evaluator Identification:

RFP ATTACHMENT 6.3.

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

Refer to Excel Worksheet "Attachment 6.3 –Cost Proposal & Scoring Guide"

RFP ATTACHMENT 6.4

Project Reference Form

Project #460/000-06-2015

Utilize project reference forms with Section B, Qualifications and experience, of the Qualifications and Evaluation Guide.

RESPONDENT NAME:	

Owner/Agency Name:_____

Address:_____ City:_____ State:_____ Zip:_____

Contact Person's Name:_____ Title:_____

Phone:_____ E-Mail:_____

Project Information:

Project Title:	
Owner's Project or Contract #:	
Project Location (City, State):	
Construction Start Date:	
Construction Completion Date:	
DC System Size (MW):	
Dollar Value of Construction: $	
Project Executive:	
Project Manager:	
Other Key Personnel (Project Lead and Team Members)	
Third Party Commissioning Agent (if used):	
Sustainability Criteria (if used):	

Project Reference Form

Project #460/000-06-2015

***Utilize project reference forms with Section B, Qualifications and experience, of the Qualifications and Evaluation Guide*.**

RESPONDENT NAME:	

A. Provide a brief description of the project that includes the scope of the work and the services provided by your firm. Relate the work in this project to the scope and required services contained in the RFP.

RFP ATTACHMENT 6.5.

SCORE SUMMARY MATRIX

	RESPONDENT NAME		*RESPONDENT NAME*		*RESPONDENT NAME*	
GENERAL QUALIFICATIONS & EXPERIENCE **(maximum: 15)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH **(maximum: 30)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
COST PROPOSAL **(maximum: 55)**	**SCORE:**		**SCORE:**		**SCORE:**	
TOTAL RESPONSE EVALUATION SCORE: **(maximum: 100)**						

Solicitation Coordinator Signature, Printed Name & Date:

RFP ATTACHMENT 6.6.

RFP SBC # 460/000-06-2015 *PRO FORMA LEASE*

The *Pro Forma* Lease detailed in following pages of this exhibit contains some "blanks" (signified by descriptions in capital letters) that will be completed with appropriate information in the final Lease resulting from the RFP.

EQUIPMENT LEASE
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
AND
LESSOR NAME

This Equipment Lease ("Lease"), by and between the State of Tennessee, Department of General Services ("State") and Lessor Legal Entity Name ("Lessor"), is for the lease of energy generation systems and related services, as further defined in the "SCOPE." State and Lessor may be referred to individually as a "Party" or collectively as the "Parties" to this Lease.

The Lessor is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.
Lessor Place of Incorporation or Organization: Location
Lessor Edison Registration ID # Number

A. SCOPE:

A.1. The State shall hire from the Lessor the Equipment, as defined below, subject to the terms and conditions of this Lease. Lessor shall provide all services ancillary to installation, operation, maintenance, repair and refurbishment of the Equipment during the Term as more particularly described below.

A.2. Definitions. Capitalized words and phrases not defined below shall have the meaning provided in the terms and conditions of the Lease.

"ACH" means Automated Clearinghouse.

"Annual Lease Payments" shall have the meaning ascribed to this term in Section C.3.(b) of this Lease.

"Balance of System" or "BoS" means the components of a photovoltaic system, other than the Generating Facilities, including Meters, wiring, switches, mounting equipment, solar inverters, maximum power point tracker, GPS solar tracker, energy management software, solar irradiance sensors, anemometer, or task-specific accessories designed by the Lessor for the State, and any other personal property of the Lessor installed at the Sites.

"Degradation" means forecasted deterioration and decreasing efficiency of Generating Facilities, calculated on an annual basis, due to normal wear and tear, and resulting in reductions in Energy.

"Delivery Point" means the point at which Energy is transferred to the State for consumption.

"Delivered Energy" means the amount of Energy delivered to the State at each Delivery Point as recorded by the Meters.

"Electric Utility" means an entity providing Energy to the public.

"Energy" means electricity expressed in kWh.

"Environmental Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the Equipment, the production of electrical energy from the Equipment and its displacement of conventional energy generation, including:

(i) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants;

(ii) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and

(iii) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Environmental Attributes do not include Environmental Incentives and Tax Credits. Upon written request of Lessor, the State shall cooperate with filing all necessary tax documents. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, Renewable Energy Credits or certificates, emissions reduction credits, Investment Tax Credits, emissions allowances, Green Tags, Renewable Energy Credits, or Green-e® products[1].

"Environmental Incentives" means any and all credits, rebates, subsidies, payments or other incentives that relate to self–generation of electricity, Environmental Attributes, the use of technology incorporated into the Equipment, environmental benefits of using the Equipment, or other similar programs available from an Electric Utility, any other regulated entity, the manufacturer of any part of the Equipment, any governmental entity, or the Tennessee Valley Authority ("TVA").

"Equipment" means BoS and Generating Facilities installed to provide the scope of services under this Lease.

"Generating Facilities" shall mean the solar panels at each Site.

"Go-Live" means, as to each Delivery Point, the State's formal acceptance of Delivered Energy at each Site.

"Green Tags" are the intangible, non-power rights or attributes associated with ownership of the Equipment.

"Green Tag Reporting Rights" means the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992, 106 Stat. 2776, and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program.

"Interconnection" means the connection of the Equipment to the State's electrical distribution system at a Delivery Point.

"Investment Tax Credit" or "ITC" means the energy credit under 26 U.S.C. § 48.

"kWh" means one kilowatt of electricity supplied for one hour.

"Meters" means the Lessor's physical metering devices, data processing equipment and other equipment used to determine the amount of Energy transmitted to each Delivery Point and to record other related parameters required for the reporting of data. All Meters shall be calibrated annually, of revenue grade, and located as close as practicable to the State's switchgear at each Delivery Point.

"MW" means one megawatt of electric power.

[1] Green-e® is a registered trademark of the nonprofit organization Center for Resource Solutions.

"Site" means all locations listed in Attachment 3 to this Lease. Each Site may contain multiple buildings and/or multiple Delivery Points.

"Site Assessment" means a Lessor report regarding initial survey and field verification of Delivery Points and preliminary assessments of necessary equipment and including the information set forth in Section A.3.(a) below.

"System Design" means design and construction documents for the installation of the equipment meeting the requirements of Section A.3.(b) of the Lease submitted by Lessor and approved by the State, which shall include the State Architect.

"System Installation" means installation of the Equipment at the Sites including any necessary Interconnection.

"Targeted Annual Delivered Energy Production" means the amount of Energy agreed to be delivered at each Delivery Point as listed in Attachment 5.

"Tax Credits" means any and all tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the Equipment.

A.3. Planning and Installation. Lessor shall perform each of the following tasks for each Site. Upon completion of each task, Lessor shall submit a request for the State to formally approve in writing Lessor's completion of each task at each Site. In the event the State does not approve the completion of any task, the State shall submit its objections to Lessor, and Lessor shall take the State's objections into account, re-preform the task, and resubmit for State approval.

a. Site Assessment. The Site Assessment performed by Lessor shall identify the appropriate locations for the Equipment. The Site Assessment shall provide the following:
   (i) ease of maintenance and monitoring;
   (ii) efficient operation;
   (iii) low operating losses;
   (iv) securing the location and Equipment;
   (v) compatibility with existing facilities; and
   (vi) avoidance or mitigation for flood-prone areas.
b. System Design. Lessor shall provide a System Design that satisfies the requirements of Attachment 6, conforms with the Lessor's response to RFP SBC # 460/000-06-2015, and addresses the following areas:
   (i) Design and engineering of the Equipment to provide the Targeted Annual Delivered Energy Production. The System Design shall also include structural and mounting details, applicable structural requirements, construction documents and Site fire safety requirements.
   (ii) At Sites operated by the Tennessee Department of Correction and the Tennessee Department of Mental Health & Substance Abuse Services, the System Design shall include an eight (8) foot high secure chain link fence with a single strand barbed tape obstacle surrounding the pad-mounted BoS with adequate clearance for any maintenance or replacement activities.
c. Provide a timeline for System Installation and Go-Live at each Delivery Point;
d. Perform System Installation in accordance with System Design;
e. Provide three (3) sets of operation, maintenance, and parts manuals for the Equipment. The manual shall cover all components, options, and accessories supplied. It shall include maintenance, trouble-shooting, and safety precautions specific to the supplied equipment.
f. Identify and provide to the State copies of all warranties with assurance that they are transferable to the State if the State purchases the Equipment; and
g. Provide three (3) sets of as-built drawings including one (1) on CAD of the Equipment installed at each Site.

A.4. Acceptance Testing and Go-Live

Prior to Go-Live, the Lessor shall conduct acceptance testing consisting of the following: (i) start the Equipment and ensure that the Equipment achieves the performance requirements as specified by the Lessor's System Design and this Lease; and (ii) conduct performance testing over a consecutive twenty-four (24) hour period.

Upon successful completion of acceptance testing, Lessor shall submit copies of the test results at each Site to the State for its written acceptance of the Delivery Point as Go-Live. Upon written State acceptance of each Site as Go-Live, Lessor shall monitor the continuous successful delivery of Energy for thirty (30) days following Go-Live. These requirements are in addition to any other right of the State to inspect or accept the Equipment.

A.5. Monitoring

Monitoring of Equipment performance is a required element of this Lease. The Lessor shall provide the equipment and services for a web based monitoring system to collect, monitor, analyze, and display historical and real time solar Energy generation data at each Delivery Point. A software interface shall be made available to State networked computer devices via standard Web browser, without requiring additional software on computers and other access devices. Any such interface shall comply with all State security requirements.

The minimum regularly collected data per Site and Delivery Point shall include:

(i) Equipment performance in specific and global kWh production
(ii) Equipment status
(iii) Average and accumulated Energy output
(iv) Capacity factor
(v) Degradation
(vi) Energy cost avoided by using the Equipment instead of Energy provided by the Electric Utility
(vii) Energy load profile

Provide monthly, quarterly, and annual reporting of Equipment Energy production, average hourly generation in kWh and MW compared against the Energy load profile of the Delivery Point, ambient temperature, wind speed, and other necessary information to evaluate the performance of the Equipment.

A.6. Ongoing Operation and Maintenance

The Lessor shall provide the following ongoing services as part of a comprehensive operation and maintenance program:

(i) Perform all maintenance activities, including all repair work and replacement in order to keep the Equipment operating to achieve the Targeted Annual Delivered Energy Production at each Delivery Point.
(ii) Provide ongoing Equipment inspection, testing, cleaning and routine preventative maintenance.
(iii) Repair and replace defective or worn parts.
(iv) Provide immediate reporting of problems to the State and the subsequent resolution.
(v) Provide an annual report of all maintenance and repair activities.
(vi) Lessor will operate and perform all routine and emergency repairs to, and maintenance of, the Equipment.

A.7. Planned Maintenance, Outages, and Off-Line Periods.

Not later than July 1 each year, Lessor shall submit to the State its schedule of scheduled outages for the upcoming year. On the first day of each calendar quarter, Lessor shall provide the

State updates to scheduled outages for the subsequent twelve (12) months. Notwithstanding the foregoing:

(i) No outages shall be scheduled during May, June, July, August and September.

(ii) Lessor shall notify the State within twenty-four (24) hours following Lessor's discovery of: (A) any material malfunction in the operation of the Equipment; or (B) an interruption in the supply of electrical energy from the Equipment. The State and Lessor shall each designate personnel and establish procedures such that each party may provide notice of such conditions requiring Lessor's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.

(iii) The State shall be permitted to be off line at the State's sole discretion, during which days the State shall not be obligated to accept Delivered Energy; provided, however, that the State must notify Lessor in writing of each such scheduled outage at least forty-eight (48) hours in advance of the commencement of a scheduled outage. For any State declared off line event, the Targeted Annual Delivered Energy Production for the affected Delivery Point(s) shall be adjusted to account for the amount of time the Delivered Energy is not accepted by the State.

A.8. Access License to Lessor

The Parties shall enter into an Access License Agreement on a per Site basis, in the form set forth in Attachment 7, granting Lessor a license to enter the Sites during the Term to install, maintain, and operate the Equipment in the Sites. Lessor shall abide by all State or State agency regulations, policies, and guidelines while on State premises, and obtain all necessary approvals prior to entering any Sites. Lessor shall comply with all applicable requirements of the Tennessee Department of Correction Detention Project Procedures in Attachment 4, including any required payments.

A.9. Lessor's Permits, Approvals, and Licensing.

Lessor shall obtain, at its sole expense any zoning, land use and building permits required to construct, install and operate the Equipment any agreements and approvals from the Electric Utility necessary in order to Interconnect the Equipment to the Sites' electrical system; and all required licenses and regulatory approvals to supply the Equipment and related services under this Lease.

A.10. Liens and Payment of Lessors and Suppliers. Lessor shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Lessor under this Lease and shall keep the Equipment and all Sites free and clear of any liens related to such charges. Lessor shall indemnify the State for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Equipment, the Sites, or the State.

A.11. Title to Equipment, Status, and Risk of Loss.

(a) Throughout the Term, Lessor shall be the legal and beneficial owner of the Equipment at all times, together with all Environmental Incentives, and the Equipment shall remain the personal property of Lessor and shall not attach to or be deemed a part of, or fixture to, the Sites. The Lessor and the State agree that the Lessor is the tax owner of the Equipment and all tax filings and reports will be filed in a manner consistent with this Lease. The Equipment shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code.

(b) Other than due to damage or loss caused by the State's gross negligence or willful misconduct, Lessor assumes and shall bear the entire risk of loss, theft, destruction, or damage of or to any part of the Equipment from any cause, whether or not covered by insurance, and no such loss shall release Lessor of its obligation under this Lease in the event of loss or damage. Lessor shall repair or replace the Equipment to conform to the

requirements of the Lease.

A.12. Removal of Equipment.

(a) Lessor shall remove the above ground Equipment from each Site at the end of the Term as specified below. Lessor shall promptly pay the State for any damage caused by Lessor during removal of the Equipment from the Sites.

(b) Except as specifically set forth in this Lease, Lessor shall, at its expense, remove the above ground Equipment from all affected Sites but in no event later than forty-five (45) days after the termination of the Lease. In no case shall Lessor's removal of the Equipment affect the integrity or negatively affect the condition of the State's property. Lessor shall leave the Site in neat and clean order. If Lessor fails to remove or commence substantial efforts to remove the Equipment within ten (10) days of expiration or earlier termination of this Lease, in whole or in part, the State shall have the right, at its option, to store the Equipment on Site or remove the Equipment to a public warehouse and restore the Sites to their original condition (other than ordinary wear and tear) at Lessor's cost, with the State retaining all other rights and remedies available at law or equity. The State shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary to remove the Equipment and restore the Sites. In the event of a termination for convenience by the State as set forth in Section D.5, the State shall reimburse the Lessor for the reasonable costs to remove the Equipment at the relevant Site to which the termination for convenience applies.

A.13. Environmental Attributes

Unless otherwise specified, State is the owner of all Environmental Attributes. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, the Lessor, if engaged in commerce or trade, shall submit to the State for approval any press releases regarding the Lessor's use of solar or renewable energy and shall not submit for publication any such releases without the written approval of the State.

A.14. Environmental Incentives

Unless otherwise specified, Lessor is the owner of all Environmental Incentives or Tax Credits, including the right to sell or otherwise exploit the same in the sole discretion of Lessor.

B. TERM OF LEASE AND PURCHASE OPTION:

(a) This Lease shall be effective on DATE ("Effective Date") and extend for a period of twenty-five (25) years after the last Go-Live date ("Term"). The last Go-Live date for purposes of calculating the Term shall not be later than December 31, 2016. The State shall have no obligation for goods or services provided by the Lessor prior to the Effective Date.
(b) The State may exercise purchase options as set forth in Attachment 2.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Lease exceed Written Dollar Amount ($Number) ("Maximum Liability"). This Lease does not grant the Lessor any exclusive rights. The State does not guarantee that it will lease any minimum quantity of goods or services under this Lease.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Lease shall constitute the entire compensation due the Lessor for all goods or services provided under this Lease regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Lessor.

C.3. Payment Methodology:

(a) Monthly Fees and Invoices. Starting with Go-Live at each Delivery Point, the State shall pay Lessor monthly for lease of the Equipment by Delivery Point at the rates indicated in Attachment 5, subject to the True Up set forth in Section C.3.(b) below.

(b) Yearly True Up. No later than thirtieth (30th) day following the end of each year during the Term, Lessor shall submit a report to the State of the amount of Delivered Energy for the previous twelve (12) months at each Delivery Point ("Annual Delivered Energy"). In the event the Annual Delivered Energy is less than the Targeted Annual Delivered Energy Production ("Annual Energy Shortfall"), Lessor shall provide an adjustment to the State for the Annual Energy Shortfall to be applied to the following year's subsequent Equipment lease payments ("Shortfall Adjustment") for each affected Delivery Point. The Shortfall Adjustment shall be calculated by: (i) dividing the total amount of the previous year's lease payments per Delivery Point ("Annual Lease Payments") by the Targeted Annual Delivered Energy Production to result in a figure representing cents per kWh on a per Delivery Point basis ("Delivery Point Cost"); and (ii) multiplying the Delivery Point Cost by the Annual Energy Shortfall. The Shortfall Adjustment shall be applied to the State's forthcoming Equipment lease payments for the following year in twelve (12) equal amounts applied to the monthly invoices on each affected Delivery Point. In the event that at the end of the Term there is an Annual Delivered Energy Shortfall at one or more Delivery Points, then Lessor shall pay the Shortfall Adjustment in one lump sum to the State within thirty (30) days after the end of the Term. In the event that the final period of the Term is not a full twelve (12) month period, the calculation of the Annual Delivered Energy shall be prorated to reflect only the number of months in the final period of the Term.

(c) Notwithstanding anything to the contrary in this Lease, in the event that over the first six (6) years of the Term there is an Annual Energy Shortfall at one or more Delivery Points during the majority of the years in the said period, then the State and the Lessor shall meet to determine whether or not Attachment 5 should be amended to reflect adjustments to the Targeted Annual Delivered Energy Production and the rent amounts to reflect updated projections for Delivered Energy at any such affected Delivery Points.

C.4. Travel Compensation. The Lessor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. State's Right of Set Off. The Annual Lease Payments shall be subject to reduction for amounts by the State, on the basis of audits conducted in accordance with the terms of this Lease, that are found by the State to not constitute proper compensation for goods delivered or services provided.

C.6. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Lessor under this Lease or any other contract between the Lessor and the State, any amounts or charges that the State determines are or shall become due and payable to the State by the Lessor.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Lease until it is signed by the Lease Parties and approved by the appropriate officials in accordance with applicable Tennessee laws and regulations, including the State Building Commission. Approvals shall be evidenced by a signature or electronic approval.

D.2. Communications and Contacts. All instructions, notices, consents, demands, invoices, or other communications required or contemplated by this Lease shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as

stated below or any other address provided in writing by a Party.

The State:

State Contact Name & Title
State Agency Name
Address
Email Address
Telephone # Number
FAX # Number

The Lessor:

Lessor Contact Name & Title
Lessor Name
Address
Email Address
Telephone # Number
FAX # Number

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

D.3. Modification and Amendment. This Lease may be modified only by a written amendment signed by all Parties and approved by all applicable State officials, which includes without limitation, the State Building Commission.

D.4. Subject to Funds Availability. The Lease is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Lease upon written notice to the Lessor. The State's exercise of its right to terminate this Lease shall not constitute a breach of Lease by the State. Upon receipt of the written notice, the Lessor shall immediately begin removing the Equipment as set forth in Section A.12. of this Lease. If the State terminates this Lease due to lack of funds availability, the Lessor shall be entitled to compensation for Annual Lease Payments up to the termination date. Should the State exercise its right to terminate this Lease due to unavailability of funds, the Lessor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5. Termination for Convenience.

(a) The State may terminate this Lease for convenience without cause and for any reason. The State shall only exercise this right of termination for convenience after the expiration of six (6) years after the Effective Date. The State shall give the Lessor at least thirty (30) days written notice before the date upon which the Lease shall be terminated. In no event shall the State's exercise of its right to terminate this Lease for convenience relieve the Lessor of any liability to the State for any damages or claims arising under this Lease.

(b) After the expiration of six (6) years after the Effective Date, the State shall have the ongoing option to remove a Site from Attachment 3 to this Lease for any reason, or no reason at all. The exercise of such an option shall result in the elimination of all rights, obligations or responsibilities of the State and the Lessor with respect to such Site. The State shall give the Lessor at least thirty (30) days written notice before the date upon which such amendment shall be deemed effective together with the draft amendment for execution by the Lessor. The State's exercise of its rights pursuant to this subsection shall not alter the Lessor's other duties and responsibilities under this Lease as the same will be amended. In no event shall the State's exercise of its right under this subsection relieve the Lessor of any liability to the State for any damages or claims arising under this Lease.

D.6. Termination for Cause. Except for failures to deliver the Targeted Annual Delivered Energy Production which are addressed in Section C.3.(b) of this Lease, Lessor shall be in default under this Lease in the event that the Lessor fails to properly perform its obligations under this Lease in a timely or proper manner, or if the Lessor materially violates any terms of this Lease ("Breach Condition"). Upon the occurrence of a Breach Condition that is not cured within ten (10) days of written notice from the State to the Lessor, the State shall have the right, in its sole discretion, to: (i) immediately terminate the Lease and withhold payments in excess of compensation for completed services or provided goods; (ii) amend the Lease to remove any Site affected by the Breach Condition and withhold payments in excess of compensation for completed services or provided goods; or (iii) cure such Breach Condition and deduct any reasonable and necessary amounts incurred by the State in connection therewith from the rent next due by the State hereunder with the presentment of receipts for such reasonable and necessary actions. Notwithstanding the above, the Lessor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Lease.

D.7. Assignment and Subcontracting. The Lessor shall not assign this Lease or enter into a subcontract for any of the goods or services provided under this Lease without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Lessor shall be the prime contractor and responsible for compliance with all terms and conditions of this Lease. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Lease in whole or in part or the use of subcontractors in fulfilling the Lessor's obligations under this Lease.

D.8. Conflicts of Interest. The Lessor warrants that no part of the Lessor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Lessor in connection with any work contemplated or performed under this Lease.

The Lessor acknowledges, understands, and agrees that this Lease shall be null and void if the Lessor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Lessor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

The Lessor acknowledges, understands, and agrees that it and its performance under this Lease are subject to State Building Commission Policy and Procedure 12.02, "Organizational Conflicts of Interest," and that Lessor has read and understands all of the provisions and requirements of same.

D.9. Nondiscrimination. The Lessor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Lease or in the employment practices of the Lessor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Lessor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Lease, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Lease.

(a) The Lessor agrees that the Lessor shall not knowingly utilize the services of an illegal immigrant in the performance of this Lease and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Lease. The Lessor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, semi-annually during the Term. If the Lessor is a party to more than one contract with the State, the Lessor may submit one

attestation that applies to all contracts with the State. All Lessor attestations shall be maintained by the Lessor and made available to State officials upon request.

(b) Prior to the use of any subcontractor in the performance of this Lease, and semi-annually thereafter, during the Term, the Lessor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Lease and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Lease. Attestations obtained from subcontractors shall be maintained by the Lessor and made available to State officials upon request.

(c) The Lessor shall maintain records for all personnel used in the performance of this Lease. Lessor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

(d) The Lessor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

(e) For purposes of this Lease, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Lease.

D.11. Records. The Lessor shall maintain documentation for all charges under this Lease. The books, records, and documents of the Lessor, for work performed or money received under this Lease, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.12. Monitoring. The Lessor's activities conducted and records maintained pursuant to this Lease shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.13. Progress Reports. The Lessor shall submit brief, periodic, progress reports to the State as requested.

D.14. Strict Performance. Failure by any Party to this Lease to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Lease shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Lease shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Lease shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.

D.16 Patient Protection and Affordable Care Act. The Lessor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Lessor shall indemnify the State and hold it harmless for any costs to the State arising from Lessor's failure to fulfill its PPACA responsibilities for itself or its employees.

D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Lease. In no event will the State be liable to the Lessor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Lease or otherwise. The State's total liability under this Lease (including any exhibits, schedules, amendments or other attachments to the Lease) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

D.18. Limitation of Lessor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Lessor's liability for all claims arising under this Lease shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Lessor for: (i) intellectual property or any Lessor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Lease providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

D.19. Hold Harmless. The Lessor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Lessor, its employees, or any person acting for or on its or their behalf relating to this Lease. The Lessor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Lease.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Lessor of its obligations under this Section to the extent that the Lessor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Lessor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.20. Insurance. Lessor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Lease. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Lessor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Lessor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number or federal employer identification number and list the State of Tennessee, Bidding and Contract Officer, STREAM, 22nd Floor, 312 Rosa L. Parks Ave., Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Lessor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Lessor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Lease.

All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Lessor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Lessor's policy.

The Lessor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Lessor's sole responsibility. Any deductible over fifty thousand dollars ($50,000) must be approved by the State. The Lessor agrees that the insurance requirements specified in this Section do not reduce any liability the Lessor has assumed under this Lease including any indemnification or hold harmless requirements.
The State agrees that it shall give written notice to the Lessor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Lessor of its obligations under this Section to the extent that the Lessor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Lessor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

The Lessor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability Insurance

   1) The Lessor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The Lessor shall maintain bodily injury/property damage with a combined single limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars ($2,000,000).

   2) If this liability coverage excludes risk associated with asbestos, then asbestos hazard endorsement required in an amount no less than five hundred thousand dollars ($500,000). If a subcontractor is performing all abatement work, subcontractor may provide a certificate of insurance for asbestos abatement insurance in lieu of Lessor.

b. Workers' Compensation and Employer Liability Insurance

   1) For contractors statutorily required to carry workers' compensation and employer liability insurance, the Lessor shall maintain:

   2) Workers' compensation and employer liability insurance in the amounts required by appropriate state statutes; or

   3) In an amount not less than one million dollars ($1,000,000) including employer liability of one million dollars ($1,000,000) per accident for bodily injury by accident, one million dollars ($1,000,000) policy limit by disease, and one million dollars ($1,000,000) per employee for bodily injury by disease.

4) If the Lessor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Lessor shall furnish written proof of such exemption for one or more of the following reasons:

(A) The Lessor employees fewer than five (5) employees;

(B) The Lessor is a sole proprietor;

(C) The Lessor is in the construction business or trades with no employees;

(D) The Lessor is in the coal mining industry with no employees;

(E) The Lessor is a state or local government; or the Lessor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

1) The Lessor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles).

2) The Lessor shall maintain bodily injury/property damage with a limit not less than one million dollars ($1,000,000) per occurrence or combined single limit.

d. Professional Liability Insurance

1) Professional liability insurance shall be written on an occurrence basis. This coverage may be written on a claims-made basis but must include an extended reporting period or "tail coverage" of at least two (2) years after the Term;

2) Any professional liability insurance policy shall have a limit not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) in the aggregate.

e. Property Damage Insurance

Lessor shall provide, maintain, and pay for insurance against the loss or theft of or damage to the Equipment, for its full replacement value, naming State as a loss payee.

f. Installation Floater

The Lessor shall maintain installation floater insurance on all Equipment until completion of System Installation. The Lessor shall insure the Equipment while in transit, while in temporary storage, and while being installed at the Sites. The insurance shall extend to the property of others for installation that is in the care, custody or control to the extent of the Lessor's financial interest in such property. Causes of loss includes but not limited to (1) fire; (2) lightning; (3) windstorm, tornado, or hail; (4) explosion; (5) vandalism, (6) theft; (7) collision, derailment, or overturn of conveyances while the installation property is being transported; and (8) flood, meaning the overflow of any body of water, the release of waters impounded by a dam, or unusual, rapid accumulation of runoff or surface water.

The Lessor is required to maintain the amount of insurance at 100% of the actual cash value of the Equipment, at all times. Actual cash value includes the value of labor and the net cost of other associated expenses incurred by the Lessor

g. Umbrella Liability

The Lessor shall maintain umbrella liability insurance in excess of the primary General Liability, Employers' Liability, and Auto Liability with per occurrence limits of at least $5,000,000 and $5,000,000 aggregate.

D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq*., the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Lease to the contrary, the Lessor agrees that if it is later determined that the true nature of the working relationship between the Lessor and the State under this Lease is that of "employee/employer" and not that of an independent contractor, the Lessor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Lessor received from TCRS during the Term.

D.22. Tennessee Department of Revenue Registration. The Lessor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Lease.

D.23. Debarment and Suspension. The Lessor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

(b) have not within a three (3) year period preceding this Lease been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

(d) have not within a three (3) year period preceding this Lease had one or more public transactions (federal, state, or local) terminated for cause or default.

The Lessor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Lease. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Lease arising from a Force Majeure Event is not a default under this Lease or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Lessor's representatives, suppliers, subcontractors, customers or business apart from this Lease is not a Force Majeure Event under this Lease. Lessor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Lessor's performance

longer than forty-eight (48) hours, the State may, upon notice to Lessor: (a) cease payment of the fees until Lessor resumes performance of the affected obligations; or (b) immediately terminate this Lease or any purchase order, in whole or in part, without further payment except for fees then due and payable. Lessor will not increase its charges under this Lease or charge the State any fees other than those provided for in this Lease as the result of a Force Majeure Event.

D.25. State and Federal Compliance. The Lessor shall comply with all applicable state and federal laws and regulations in the performance of this Lease.

D.26. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Lease. The Lessor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Lease shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.

D.27. Entire Agreement. This Lease is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Lease supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.28. Severability. If any terms and conditions of this Lease are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Lease shall not be affected and shall remain in full force and effect. The terms and conditions of this Lease are severable.

D.29. Headings. Section headings of this Lease are for reference purposes only and shall not be construed as part of this Lease.

D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Lease by reference. In the event of a discrepancy or ambiguity regarding the Lessor's duties, responsibilities, and performance under this Lease, these items shall govern in order of precedence below:

a. any amendment to this Lease, with the latter in time controlling over any earlier amendments;
b. this Lease with any attachments or exhibits (excluding the items listed at subsections (c) through (f), below), which includes [identify attachments and exhibits];
c. any clarifications of or addenda to the Lessor's proposal seeking this Lease;
d. the State solicitation, as may be amended, requesting responses in competition for this Lease;
e. any technical specifications provided to proposers during the procurement process to award this Lease; and
f. the Lessor's response seeking this Lease.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Lease, the special terms and conditions shall be subordinate to the Lease's other terms and conditions.

E.2. State Furnished Property. The Lessor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Lessor's use under this Lease. Upon termination of this Lease, all property furnished by the State shall be returned to the State in the same condition as when received, less reasonable wear and tear. Should the property be destroyed, lost, or stolen, the Lessor shall be responsible to the State for the fair market value of the property at the time of loss.

E.3. Contract Bond. The Lessor shall obtain contract bond or bonds in the form attached hereto as Attachment 8 for each Site prior to the commencement of System Installation activities at such Site. Each contract bond will be in an amount equal to one hundred percent (100%) of the

System Installation costs at such Site. Each bond shall be issued by a company licensed to issue such a bond in the State of Tennessee. Failure to provide to the State the contract bond or bonds as required under this Lease may result in this Lease being terminated by the State.

Failure to provide to the State the payment bond as required under this Lease may result in this Lease being terminated by the State. The payment bond required under this Lease shall not be reduced during the Term without the prior written approval of the State of Tennessee Office of the State Architect.

E.4. Performance Bond. The Lessor shall provide to the State a performance bond guaranteeing full and faithful performance of all undertakings and obligations under this Lease, including faithful performance of the work requirements of Section A.12. The performance bond shall be in an amount equal to Two Million Dollars ($2,000,000). The State reserves the right to review the bond amount and bonding requirements at any time during the Term. The Lessor shall submit the bond no later than the day immediately preceding the Effective Date and in the manner and form prescribed by the State at Attachment 9. The bond shall be issued by a company licensed to issue such a bond in the State of Tennessee. The performance bond shall guarantee full and faithful performance of all undertakings and obligations for the Term, as the Lease is extended or renewed.

Failure to provide to the State the performance bond as required under this Lease may result in this Lease being terminated by the State. The performance bond required under this Lease shall not be reduced during the Term without the prior written approval of the State of Tennessee Office of the State Architect.

E.5. Lessor Licensing and Certification Compliance. The Lessor and all subcontractors providing any goods or services under this Lease shall be appropriately licensed by the appropriate regulatory board of the State and provide evidence of such licenses to the State before performing any work under this Lease. The State, at its sole discretion, shall determine the validity of such licenses and shall provide the Lessor with written approval to perform work under the Lease upon satisfactory proof of such licenses. Lessor shall have all applicable certifications issued by the North American Board of Certified Energy Practitioners (NABCEP) for installation of the Equipment, including PV Installation Professional certification.

E.6. Intellectual Property. The Lessor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Lessor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Lessor shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Lessor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Lessor of its obligations under this Section to the extent Lessor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Lessor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

E.7 Survival. The terms, provisions, representations, and warranties contained in this Lease which by their sense and context are intended to survive the performance and termination of this Lease, shall so survive the completion of performance and termination of this Lease.

This instrument may be executed in one or more counterparts. It shall be fully executed when each Party whose signature is required has signed at least one (1) counterpart, even though no one (1) counterpart contains the signatures of all parties to this instrument. Electronic, scanned or facsimile signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF:

LESSOR LEGAL ENTITY NAME:

_____ DATE: _____

Signatory, Title

STATE OF TENNESSEE,

OFFICE OF THE STATE ARCHITECT:

_____ DATE: _____

Peter L. Heimbach, Jr., State Architect

DEPARTMENT OF GENERAL SERVICES:

_____ DATE: _____

Robert E. Oglesby, Commissioner

APPROVED AS TO COMPLIANCE WITH POLICY AND STATUTE:

_____ DATE: _____

Justin P. Wilson, Comptroller of the Treasury

APPROVED AS TO COMPLIANCE WITH FORM AND LEGALITY:

_____ DATE: _____

Herbert H. Slatery III, Attorney General and Reporter

ATTACHMENT 1

ATTESTATION RE PERSONNEL USED IN LEASE PERFORMANCE

If the attestation applies to more than one contract, modify this row accordingly. **SUBJECT CONTRACT NUMBER:**	
LESSOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

If the attestation applies to more than one contract, modify the following paragraph accordingly.

The Lessor, identified above, does hereby attest, certify, warrant, and assure that the Lessor shall not knowingly utilize the services of an illegal immigrant in the performance of this Lease and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Lease.

LESSOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Lessor. Attach evidence documenting the individual's authority to contractually bind the Lessor, unless the signatory is the Lessor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

ATTACHMENT 2

OPTION TO PURCHASE

At any point after the end of the sixth (6th) year of this Lease but prior to expiration of the Term, the State may exercise its option to purchase the Equipment or a portion thereof from Lessor for a purchase price equal to the fair market value of the Equipment to be purchased at the date of the purchase. Any such option to purchase shall require approval of the State Building Commission. The State must provide a notification to the Lessor of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the desired closing date for the purchase of the Equipment. Any such purchase shall include full, unencumbered title to all Equipment so purchased and transfer of all warranties associated with all purchased Equipment at no additional cost to the State.

The determination of fair market value shall include the current value of the Equipment to be purchased as well as intangible value the Equipment has provided such as the right to receive the benefit of Tax Credits, Environmental Incentives, and any other incentives. In the event that the Parties are unable to agree on the fair market value of the Equipment to be purchased, the Parties shall mutually select a knowledgeable third party to appraise the Equipment and determine its fair market value. The expense of any third party appraiser shall be split by the Parties. Subject to the State's laws, policies and procedures, this determination shall be binding. Upon consideration of the fair market price, the State may decline to purchase the Equipment, in which event the State will be solely responsible for the expense of the third party appraiser.

On or prior to the closing date, the Lessor shall also provide any updated as-built drawings of the System Installation and three (3) sets of operation, maintenance, and parts manuals for the Equipment. The manuals shall cover all components, options, and accessories supplied; and shall also include maintenance, trouble-shooting, and safety precautions specific to the supplied equipment.

ATTACHMENT 3

SITES AND DELIVERY POINTS

DEPARTMENT	SITE	DELIVERY POINT	ADDRESS	CITY	STATE	ZIP
Tennessee Department of Correction	Cockrill Bend Prison Complex	Riverbend Maximum Security Institution	7475 Cockrill Bend Blvd	Nashville	TN	37209
Tennessee Department of Correction	Cockrill Bend Prison Complex	Lois M. DeBerry Special Needs Facility	7575 Cockrill Bend Blvd	Nashville	TN	37209
Tennessee Department of Correction	Bledsoe County Correctional Complex	Bledsoe County Correctional Complex	1045 Horsehead Rd	Pikeville	TN	37367
Tennessee Department of Correction	Northeast Correctional Complex	Northeast Correctional Complex	5249 Hwy 67 West	Mountain City	TN	37683
Tennessee Department of Correction	Northwest Correctional Complex	Northwest Correctional Complex	960 Tennessee 212	Tiptonville	TN	38079
Tennessee Department of Correction	West Tennessee State Penitentiary	West Tennessee State Penitentiary	480 Green Chapel Rd	Henning	TN	38041
Tennessee Department of Correction	Morgan County Correctional Complex	Morgan County Correctional Complex	541 Wayne Cotton Morgan Dr	Wartburg	TN	37887
Tennessee Department of Correction	Turney Center Industrial Complex	Turney Center Industrial Complex	1499 R. W. Moore Memorial Hwy	Only	TN	37140
Tennessee Department of Correction	Tennessee Prison for Women	Tennessee Prison for Women	3881 Stewarts Ln	Nashville	TN	37218
Tennessee Department of General Services	Porter Lab	Porter Lab	440 Hogan Rd	Nashville	TN	37220
Tennessee Wildlife Resources Agency	TWRA H Q	Tennessee Wildlife Resources Agency Headquarters	5107 Edmondson Pike	Nashville	TN	37211
Tennessee Department of General Services	Metro Center Complex	Metro Center Complex	665 Mainstream Dr	Nashville	TN	37243
Tennessee Department of General Services	RS Gass Complex	-Mid Cumberland Regional Health	710 Hart Ln	Nashville	TN	37216
Tennessee Department of General Services	RS Gass Complex	RS Gass Building	710 Hart Ln	Nashville	TN	37216
Tennessee Department of General Services	RS Gass Complex	RS Gass Plant	710 Hart Ln	Nashville	TN	37216

Tennessee Department of General Services	RS Gass Complex	Tennessee Bureau of Investigation Nashville	901 R. S. Gass Blvd	Nashville	TN	37216
Tennessee Department of General Services	RS Gass Complex	Tennessee Department of Environment & Conservation Environmental Assistance Center	711 R. S. Gass Blvd	Nashville	TN	37216
Tennessee Department of Mental Health & Substance Abuse Services	Middle Tennessee Mental Health Institute	Middle Tennessee Mental Health Institute	221 Stewarts Ferry Pike	Nashville	TN	37214
Tennessee Department of Mental Health & Substance Abuse Services	Western Mental Health	Western Mental Health	11100 Old Highway 64	Bolivar	TN	38008
Tennessee Department of Education	Tennessee School for the Deaf	Tennessee School for the Deaf	2725 Island Home Blvd.	Knoxville	TN	37920

ATTACHMENT 3.1

SITE AND DELIVERY POINT LOCATIONS

Refer to "Attachment 3.1 - Site and Delivery Point Locations.PDF"

ATTACHMENT 4

TENNESSEE DEPARTMENT OF CORRECTION
DETENTION PROJECT PROCEDURES

SECTION 01 35 13.32
DETENTION PROJECT PROCEDURES
For Work At Non-Institutional Areas

PART 1 - GENERAL

1.01 SECTION INCLUDES

General administrative, security procedural requirements and restrictions for Contractors regarding access to and use of the Tennessee Department of Correction Project site and surrounding areas; and security procedures for Contractor tools, materials, and individuals for projects that do not require access to operating institutional properties or have only limited impact on institutional operations.

1.02 DEFINITIONS

A. Owner – State of Tennessee, Department of General Services for the Department of Correction.

B. State of Emergency – Event or condition impacting the security of the facility or safety of staff, inmates or Contractors.

C. TDOC – Tennessee Department of Correction.

1.03 SUPERVISION

A. Contractor shall provide on-site supervision of construction personnel at all times.

B. Contractor shall at all times have a minimum of one (1) person at each separate work site or work crew capable of communication in English with the TDOC staff.

1.04 PROJECT/SITE CONDITIONS/REQUIREMENTS

A. Prior to mobilization of construction personnel to the site, Contractor shall ensure that personnel, subcontractors, material suppliers, etc. review the requirements of this Section.

B. The Contractor shall require that all personnel, subcontractors, material suppliers, etc. who will enter TDOC property certify their awareness of and familiarity with the requirements of this Section during orientation to the institution.

C. The Director of Facilities, Planning and Construction (FPC) is the chief administrator of the Project site. The Director of FPC has full and final supervision over all site operations and the Contractor usage of the site. The Director of FPC may delegate certain responsibilities held, as presented in this Section, to one or more designees identified by the Director of FPC.

D. The Director of FPC/designee may provide the Contractor's Superintendent with an institutional radio for communication. Superintendent shall turn in radio to designated staff upon leaving the premises each day.

E. The Contractor shall provide to the Director of FPC primary and alternate emergency contact information of individuals (Superintendent and/or foreman) to be notified during non-working hours if an event impacting the institution has occurred which warrants their notification.

F. Security Procedures Orientation

1. Each individual who enters the site on behalf of the Contractor, including but not limited to, subcontractors and material suppliers may, at the Director of FPC's discretion, receive

a Security Procedures Orientation for the Project. The Director of FPC/designee will provide orientation. Prior orientation in the course of another project cannot substitute for orientation for this Project.

2. Contractor shall coordinate scheduling individuals for orientation.

3. Director of FPC will determine duration of the orientation and its agenda.

4. Contractor shall provide an interpreter, if required.

G. Contractor shall not request direction, Project documents clarification, or approval from institution staff, security escorts or other on-site personnel. The Owner's Project Manager is the Owner's designated on-site representative during construction and is the only party authorized to direct changes to the scope, cost or Contract time of the Project.

1.05 EMERGENCIES

A. If the Director of FPC declares a state of emergency, Contractor may be:

1. Required to leave premises, or

2. Confined to a specific area for duration of emergency.

B. Emergencies that may impact access to the institution include, but not limited to:

1. Fog, inclement weather or natural disaster;

2. Food, medical, or transportation emergencies;

3. Disturbance, inmate work stoppage, inmate escape, inmate hunger strike or hostage situation; and,

4. Bomb threat, chemical spill, fire, or institution evacuation.

C. At the Director of FPC's discretion and depending on the level of emergency, the Contractor may be permitted to work at the job-site trailer/staging area(s) or other institution areas outside the secure perimeter.

D. Any incident requiring police or ambulance service should be reported to the Director of FPC/designee immediately following the notification of emergency responders.

1.06 ACCESS TO SITE

A. Access is normally restricted to the period from 7:00 AM to 7:00 PM every weekday during daylight hours only. The Director of FPC may vary these hours at their discretion. Contractor shall provide the Director of FPC a minimum of forty-eight (48) hours notice before working on Saturdays, Sundays or State of Tennessee holidays. If the institution is officially closed due to an emergency condition or other State of Tennessee requirement, the Contractor will not be allowed to work.

B. The Director of FPC/designee will endeavor to notify the Contractor as soon as possible if a situation exists which may preclude timely access to or use of the Project site.

1.07 SECURITY

A. Security Escort (as applicable):

1. Normal Schedule –7:00 AM to 7:00 PM during daylight hours as approved by the Director of FPC. The Director of FPC will establish a Construction Security Contact person to work with the Contractor and serve as security escort. The staff security officer will be provided for normal work hours.

2. Normal Work Hours – Access to security escorts shall be provided during business work hours.

3. Extended Schedule – All extended hours requested by the Contractor and approved by the Director of FPC on a case-by-case basis to extend work during hours of darkness or on weekends or holidays. The Contractor shall submit a written request to the Director of FPC or designee for use of these officers a minimum of forty-eight (48) hours prior to their intended use.

4. The Contractor shall be responsible for the costs of a full time security escort in the following time increments in compliance with the following:

a. The Contractor shall have a TDOC security escort present whenever there are employees, subcontractors, vendors, etc. at the job site, no exceptions allowed;

b. Payment(s) for the security escort shall be made directly to the work site institution (or as otherwise determined by the Director of FPC) by the Contractor on a monthly basis in the following block rates:

4 hours =	$ 95.00
8 hours =	$189.00
10 hours =	$237.00

c. Overtime (more than forty (40) hours/week) shall be charged at one and one-half (1 ½) times the block rates and shall also be the same block minimum time increments.

d. Payments shall be made monthly to the institution. Payments over thirty (30) days past due shall incur interest per the General Conditions.

e. Additional security escorts required for non-conforming Contract corrective work will not be provided at no-cost to the Contractor. The Contractor shall be responsible for all escort costs in blocks of time as per 1.07 4.b. above.

5. Contractor shall endeavor to notify the Director of FPC of non-workdays.

6. The correctional officer assigned as a security escort has specific TDOC responsibilities to include (but not limited to):

a. Security of civilian workers;

b. Periodic checks of tools and equipment introduced on to TDOC property;

c. Monitoring the security of all vehicles and fuels;

d. Separation of the inmate general population should workers require access to inmate work areas; and,

e. Maintaining communication with Central Control.

7. Security escorts shall not participate in construction activities, receive construction materials or remove construction materials, either demolished or surplused, from the Project site.

B. The Contractor shall restrict the access of all persons entering upon the Owner's property in connection with the Work to the agreed upon access route, procedures and to the actual site of the Work.

C. The Contractor shall restrict activities of employees to authorized areas. Contractor employees shall not enter other institution buildings unless it is directly related to the Work of this Project.

D. The Director of FPC may conduct random vehicle searches on all vehicles entering TDOC property. Institutions restrict prohibited items, i.e., weapons, drugs, alcohol, cell phones, tobacco products, etc. Vehicle searches may be conducted with the use of detection dogs. If weapons, drugs, ammunition, or alcohol are found in a construction worker's vehicle, the owner operator is subject to arrest by local authorities and may be restricted from return to TDOC property. Persons with valid handgun carry permits are also prohibited from having their weapon on the TDOC property.

E. Individuals, vehicles, and construction facilities are subject to search at discretion of the Director of FPC/designee. Searches of individuals may include strip search at the discretion of the Director of FPC.

F. The Contractor shall, at the direction of the Director of FPC, be required to make available keys for any on-site job trailers, storage boxes, equipment containers, etc. The Director of FPC may require searches of these items or facilities at any time.

G. All institutional areas are subject to video and audio surveillance at the direction and discretion of the Director of FPC.

1.08 IDENTIFICATION OF CONTRACTOR'S PERSONNEL

A. All personnel shall be subject to a fingerprint background check conducted by the Department prior to being permitted to enter the institution. If requested by the Director of FPC, the Contractor/employee shall complete a Contractor Pre-Access Questionnaire form completing all

indicated background check information. Additionally, the Contractor/employee will be available to the institution to be fingerprinted as scheduled by the institution. Background check forms provided by the Director of FPC/designee must be completed prior to Contractor's mobilization to the site. Fingerprint background checks will be performed on employees, delivery drivers and vehicle operators employed by the Contractor, subcontractors and vendors. Any consistent driver that frequents the Project site will require a background check. Contractor should assume that background checks will take a minimum of seven (7) business days to complete. The Contractor shall notify the Director of FPC and complete the background check forms for all replacement and/or new employees, drivers, etc. not identified in the initial list of site personnel. Background checks may be repeated on any employee at any time. Any subsequent information, such as a recent arrest, may result in denial of access.

B. A valid driver's license number, social security number, date of birth and/or other similar information is required for a background check. Background information will not be disclosed to or discussed with the Contractor. Per applicable laws and TDOC policy, background information will remain confidential.

C. The Contractor shall identify for the Director of FPC, promptly upon their employ, persons who have been previously convicted of a felony, incarcerated, or who have a family member currently incarcerated in an institution managed by the Tennessee Department of Correction. Director of FPC may require such persons to be excluded from working on the premises.

D. Denial of access decisions by the Director of FPC will be final and non-negotiable.

E. The Contractor shall notify the Director of FPC immediately upon dismissal or arrest of an employee, but no later than forty-eight (48) hours from the time the Contractor is informed. The Director of FPC shall decide if the employee may continue to have access to institutional property.

F. An identification card (or pass) may be provided to each construction worker who enters the secure confines of the institution. Workers will be required to show a valid government issued photo identification card in order for a card to be issued. Identification cards shall be worn in plain sight at all times. If lost or stolen, report to the Director of FPC for issuance of a new card. Identification cards shall be returned to the Director of FPC upon completion of work or termination of employment. The cost of replacement cards/ identification shall be the Contractor's responsibility.

G. Construction Worker Apparel

1. Construction workers may be required to wear appropriate identification and clothing at correctional facilities, which may consist of or be limited by:

a. Headwear of a specific color,

b. Shirt and/or vest of a specific color,

c. Other appropriate apparel as designated by the Director of FPC/designee, and

d. The use or wearing of camouflaged clothing is subject to approval by Director of FPC.

2. Apparel depicting gang colors or symbols, contraband or inappropriate activity is not permitted. (An example would be a shirt or hat advertising beer or drug paraphernalia, etc.)

1.09 JOB CONDITIONS

A. Items that are not required for performance of Work are not permitted. All unnecessary items must be removed from vehicles so that searches may proceed quickly.

B. Association with inmates

1. Interaction with inmates is not permitted.

2. Trafficking or trading in goods with inmates is not permitted.

3. The Department of Correction adheres to a policy of Zero Tolerance regarding workplace relationships with inmates; see TN Code Annotated 41-21-241.

C. Tobacco Products, Alcoholic Beverages, Cell Phones, Weapons, and Drugs

1. All areas within the TDOC property are designated as NO SMOKING/TOBACCO FREE areas. The Contractor shall not allow any workers to use or to have in their possession tobacco products or tobacco related paraphernalia on TDOC property. All tobacco related items must remain locked in the workers vehicle while on TDOC property.

2. Alcoholic beverages, weapons, and illegal drugs are not allowed on TDOC property. Persons caught introducing illegal or banned items onto the grounds of a TDOC institution are subject to confiscation of the disallowed items, removal from the site, termination of site access privileges and prosecution.

3. Individuals requiring prescription medications during the workday shall be required to carry the medication in the original packaging from the pharmacy with the prescription name and dosage (see TCA 39-16-201) and fill out a form, suitable to Director of FPC, identifying them and their medication(s). The Contractor's Superintendent shall maintain a copy of the form(s) on file. Approval from the Director of FPC/designee must be received before the medication(s) are allowed on site. Director of FPC may require verification of prescription(s) / medication(s). Director of FPC may refuse to permit prescription/medications on site. Only enough medication for one (1) day may be brought on site. It is highly encouraged, if possible, that medications be taken at a time that allows for medications to be left outside the secure perimeter. Narcotic medications will not be allowed on the secure compound.

D. No computers, laptops, PDA's, cameras, or similar computer electronic devices will be allowed on site without written approval of the Director of FPC or designee.

E. Contractor required construction photographs and video, digital or otherwise, taken at TDOC facilities or of the Project site and buildings shall become the property of TDOC and shall not be used for purposes other than as progress documentation and other than construction related reports without the express written permission of the Director of FPC/designee. Any photographs and videos, digital and print that include inmate faces shall be immediately destroyed and not used or printed for any purpose. These requirements shall include photographs taken or construction photos used by the Contractor's subcontractors, vendors, etc. Use of finished construction photographs and videos, to include web-based use, will not be allowed unless approved in advance by the TDOC Director of FPC/designee.

1.10 TOOLS AND MATERIALS

A. A Class A tool is defined as any instrument that could be utilized:

1. To attempt an escape,

2. As a weapon, and

3. To fabricate other materials into a weapon.

B. Contractor shall make a concerted effort to introduce only necessary Class A tools onto TDOC property, and in the least possible number.

C. Hand tools shall be kept in Contractor's possession at all times when not properly stored. Tools shall be removed or placed in a locked toolbox, shed, trailer, or similar tool storage area at the end of each workday. Ramset tools may be stored on site; however, "shots" shall be removed daily and all spent shot accounted for by the Contractor.

D. Storage of hand tools on site will be permitted but such tools are securely stored in a manner acceptable to the Director of FPC. Contractor shall provide a tool storage container and lock, a tool inventory; provide a key to the Director of FPC/designee until removal of container. An inventory of storage containers may be conducted at any time as determined necessary by the Director of FPC/designee.

E. Workers shall not accept anything from an inmate or provide any tools or supplies to an inmate. Inmates are not permitted access to construction documents and related papers. Any theft shall be reported immediately.

F. Report lost tools, devices, cell-phones, etc. to the Director of FPC/designee no later than the end of the day.

G. Contractor shall be required to submit Material Safety Data Sheets (MSDS) to the Facility Safety Officer (FSO) for any product, chemicals, and materials brought onto TDOC property. Contractor shall review MSDS information and requirements for MSDS data submittal to the TDOC's Facility Safety Officer prior to the start of Work.

1.11 CONTRACTOR USE OF PREMISES AND PRISON OCCUPANCY

A. Use of the premises by Contractor will be limited to the 'Site/Project Boundaries' as identified in the Contract Documents to include temporary facilities, and reasonable access thereto. Space for staging Work, employee parking and related operations of Contractor and Contractor's employees may be provided, subject to availability. Coordinate use of premises under direction of the Director of FPC.

B. The Contractor is advised that the Project site(s) is or will be active correctional facility or other prison related area, and they shall take all necessary precautions to assure the safety of the staff and inmates, State of Tennessee employees, visitors and other contractors day and night. The Contractor shall at all time conduct operations as to insure the least inconvenience and the greatest amount of safety and security for the State's use of other nearby areas by inmates, State of Tennessee employees and the general public. The Contractor acknowledges that there are inherent dangers involved while working at a prison and TDOC will use ordinary care to keep the premises reasonably safe during the Contractor's access to the Work site.

C. The Contractor shall schedule and carry out its work such that the normal operations of the facility are given first priority. This applies particularly to noise, utility, and security systems outages and restriction of access.

D. Provide and erect before any work begins, and maintain during the progress of the Work, all necessary protective and security barriers, and warning signal. The extent of this work and details of construction shall be in accordance with the requirements of all Federal, State, and local ordinances, codes and requirements; and shall meet the approval of all authorities having jurisdiction and the Director of FPC.

E. Control traffic to/from the Work area(s) and occupied area(s) to prevent disruptions to the normal facility operation.

F. Exercise the utmost care to protect existing site features and landscaping etc. from damage. Contractor shall report damage immediately, but no later than the end of the workday, to the Director of FPC. Repair of security system cabling and cameras, lighting systems, fiber optic cabling and other critical systems shall be made immediately, and the costs of temporary replacement systems and TDOC labor, as needed, shall be the responsibility of the Contractor.

G. Institutional staff shall not receive deliveries for the Contractor or for the Project. The Contractor shall receive all Project related materials at their job site office or off-site, as required.

1.12 TRANSPORTATION FACILITIES

A. Provide adequate protection for lawns, curbs, and sidewalks over which trucks and equipment pass to reach the Project site(s).

B. Contractor shall provide flagmen and traffic control management while using areas of the Project site or outside the Project limits. The Contractor shall be responsible for maintaining vehicular traffic on local roads adjacent to and directly leading to and/or through the areas that are affected by the construction Project. Prior to changing any traffic patterns, the Contractor shall submit a Maintenance-of-Traffic Plan identifying how the vehicular and pedestrian traffic flows will be modified, subject to the review and approval by the Director of FPC, TDOC and authorities having

jurisdiction. The Contractor shall provide proper signage and personnel to identify and manage temporary roadway relocations or locations where traffic may be impacted.

C. Contractor's Vehicles

1. Personal vehicles for Contractor's employees shall be parked at an area as designated by the Director of FPC. Parking permits may be required for all construction personnel and business vehicles.

2. Do not permit contractor related vehicles to park on any street or other area of the State's property except in the area(s) so designated by the Director of FPC/designee.

3. Work trucks, with logos and company names clearly visible, necessary to the progress of the Project (as determined by the Director of FPC) will be permitted on-site as needed if they are capable of being fully locked, including fuel tanks and tool compartments.

4. All vehicles shall be locked at all times. Any vehicle determined by the Director of FPC to be a security threat or represents what could be a threat will not be allowed on state property.

5. All drivers shall have a valid driver's license. Vehicle drivers without a valid driver's license will not be granted access to TDOC property and may be banned from the site and subject to arrest by local authorities.

1.13 WORK SEQUENCE

A. The Work shall be executed to minimize disruption of activities at the Project site(s) or buildings.

Contractor shall submit a written and graphic plan for staging of work, and the layout and location
of material areas.

B. The Director of FPC shall be notified in writing seventy-two (72) hours prior to any utility, communication, electronic security device(s) cut-off. The required notification of a cut-off or interruptions shall include, but not be limited to, service(s) to be cut-off, the expected impact on the facility, the date and time of the cut-off and the anticipated duration of the cut-off. Notification shall pertain to all or any portion of the Project site(s), institution buildings, adjacent State of Tennessee sites, or private properties required by the progress of the Work. The Director of FPC shall have final approval of the exact time for and duration of any proposed shutdown.

1.14 JOB SIGNS AND PUBLICITY RELEASES

A. Advertising Signage: The use or installation of Contractor or subcontractor advertising signage is prohibited. Do not display such advertising or job signs except as may be required for identification and deliveries.

B. Owner-Furnished Warning Signs: Whenever required by the TDOC On-site Representative, TDOC furnished warning signs shall be posted as directed.

C. The Contractor, subcontractors, vendors, material suppliers, etc. shall not release any information, story, photograph, plan or drawing-relating information about the Project to anyone, including the press or other public communications mediums.

END OF SECTION

ATTACHMENT 5

ANNUAL LEASE PAYMENT SCHEDULE AND ANNUAL ENERGY USAGE

The Annual Lease Payment in each of the tables included in Attachment 5 shall be adjusted in accordance with any Shortfall Adjustment required by Section C.3.b. of the Lease.

To be completed prior to Lease signing using Respondent's response to *Attachment 6.2 – Annual Delivered Energy & Attachment 6.3 –Cost Proposal & Scoring Guide*

Cockrill Bend Prison Complex - Riverbend Maximum Security Institution			
Lease Year Starting at Go-Live	Monthly Lease Amount ($)	Annual Lease Amount ($)	Targeted Annual Delivered Energy Production (kWh)
1	$0.000	$0.0000	000,000
2	$0.000	$0.0000	000,000
3	$0.000	$0.0000	000,000
4	$0.000	$0.0000	000,000
5	$0.000	$0.0000	000,000
6	$0.000	$0.0000	000,000
7	$0.000	$0.0000	000,000
8	$0.000	$0.0000	000,000
9	$0.000	$0.0000	000,000
10	$0.000	$0.0000	000,000
11	$0.000	$0.0000	000,000
12	$0.000	$0.0000	000,000
13	$0.000	$0.0000	000,000
14	$0.000	$0.0000	000,000
15	$0.000	$0.0000	000,000
16	$0.000	$0.0000	000,000
17	$0.000	$0.0000	000,000
18	$0.000	$0.0000	000,000
19	$0.000	$0.0000	000,000
20	$0.000	$0.0000	000,000
21	$0.000	$0.0000	000,000
22	$0.000	$0.0000	000,000
23	$0.000	$0.0000	000,000
24	$0.000	$0.0000	000,000
25 (if applicable)	$0.000	$0.0000	000,000

Cockrill Bend Prison Complex - Lois M. DeBerry Special Needs Facility			
Lease Year Starting at Go-Live	Monthly Amount ($)	Annual Lease Amount ($)	Targeted Annual Delivered Energy Production (kWh)
1	$0.000	$0.0000	000,000
2	$0.000	$0.0000	000,000
3	$0.000	$0.0000	000,000
4	$0.000	$0.0000	000,000
5	$0.000	$0.0000	000,000
6	$0.000	$0.0000	000,000
7	$0.000	$0.0000	000,000
8	$0.000	$0.0000	000,000
9	$0.000	$0.0000	000,000
10	$0.000	$0.0000	000,000
11	$0.000	$0.0000	000,000
12	$0.000	$0.0000	000,000
13	$0.000	$0.0000	000,000
14	$0.000	$0.0000	000,000
15	$0.000	$0.0000	000,000
16	$0.000	$0.0000	000,000
17	$0.000	$0.0000	000,000
18	$0.000	$0.0000	000,000
19	$0.000	$0.0000	000,000
20	$0.000	$0.0000	000,000
21	$0.000	$0.0000	000,000
22	$0.000	$0.0000	000,000
23	$0.000	$0.0000	000,000
24	$0.000	$0.0000	000,000
25 (if applicable)	$0.000	$0.0000	000,000

Bledsoe County Correctional Complex			
Lease Year Starting at Go-Live	Monthly Lease Amount ($)	Annual Lease Amount ($)	Targeted Annual Delivered Energy Production (kWh)
1	$0.000	$0.0000	000,000
2	$0.000	$0.0000	000,000
3	$0.000	$0.0000	000,000
4	$0.000	$0.0000	000,000
5	$0.000	$0.0000	000,000
6	$0.000	$0.0000	000,000
7	$0.000	$0.0000	000,000
8	$0.000	$0.0000	000,000
9	$0.000	$0.0000	000,000
10	$0.000	$0.0000	000,000
11	$0.000	$0.0000	000,000
12	$0.000	$0.0000	000,000
13	$0.000	$0.0000	000,000
14	$0.000	$0.0000	000,000
15	$0.000	$0.0000	000,000
16	$0.000	$0.0000	000,000
17	$0.000	$0.0000	000,000
18	$0.000	$0.0000	000,000
19	$0.000	$0.0000	000,000
20	$0.000	$0.0000	000,000
21	$0.000	$0.0000	000,000
22	$0.000	$0.0000	000,000
23	$0.000	$0.0000	000,000
24	$0.000	$0.0000	000,000
25 (if applicable)	$0.000	$0.0000	000,000

Northeast Correctional Complex			
Lease Year Starting at Go-Live	Monthly Lease Amount ($)	Annual Lease Amount ($)	Targeted Annual Delivered Energy Production (kWh)
1	$0.000	$0.0000	000,000
2	$0.000	$0.0000	000,000
3	$0.000	$0.0000	000,000
4	$0.000	$0.0000	000,000
5	$0.000	$0.0000	000,000
6	$0.000	$0.0000	000,000
7	$0.000	$0.0000	000,000
8	$0.000	$0.0000	000,000
9	$0.000	$0.0000	000,000
10	$0.000	$0.0000	000,000
11	$0.000	$0.0000	000,000
12	$0.000	$0.0000	000,000
13	$0.000	$0.0000	000,000
14	$0.000	$0.0000	000,000
15	$0.000	$0.0000	000,000
16	$0.000	$0.0000	000,000
17	$0.000	$0.0000	000,000
18	$0.000	$0.0000	000,000
19	$0.000	$0.0000	000,000
20	$0.000	$0.0000	000,000
21	$0.000	$0.0000	000,000
22	$0.000	$0.0000	000,000
23	$0.000	$0.0000	000,000
24	$0.000	$0.0000	000,000
25 (if applicable)	$0.000	$0.0000	000,000

Northwest Correctional Complex			
Lease Year Starting at Go-Live	Month Lease Amount ($)	Annual Lease Amount ($)	Targeted Annual Delivered Energy Production (kWh)
1	$0.000	$0.0000	000,000
2	$0.000	$0.0000	000,000
3	$0.000	$0.0000	000,000
4	$0.000	$0.0000	000,000
5	$0.000	$0.0000	000,000
6	$0.000	$0.0000	000,000
7	$0.000	$0.0000	000,000
8	$0.000	$0.0000	000,000
9	$0.000	$0.0000	000,000
10	$0.000	$0.0000	000,000
11	$0.000	$0.0000	000,000
12	$0.000	$0.0000	000,000
13	$0.000	$0.0000	000,000
14	$0.000	$0.0000	000,000
15	$0.000	$0.0000	000,000
16	$0.000	$0.0000	000,000
17	$0.000	$0.0000	000,000
18	$0.000	$0.0000	000,000
19	$0.000	$0.0000	000,000
20	$0.000	$0.0000	000,000
21	$0.000	$0.0000	000,000
22	$0.000	$0.0000	000,000
23	$0.000	$0.0000	000,000
24	$0.000	$0.0000	000,000
25 (if applicable)	$0.000	$0.0000	000,000

West Tennessee State Penitentiary			
Lease Year Starting at Go-Live	Monthly Lease Amount ($)	Annual Lease Amount ($)	Targeted Annual Delivered Energy Production (kWh)
1	$0.000	$0.0000	000,000
2	$0.000	$0.0000	000,000
3	$0.000	$0.0000	000,000
4	$0.000	$0.0000	000,000
5	$0.000	$0.0000	000,000
6	$0.000	$0.0000	000,000
7	$0.000	$0.0000	000,000
8	$0.000	$0.0000	000,000
9	$0.000	$0.0000	000,000
10	$0.000	$0.0000	000,000
11	$0.000	$0.0000	000,000
12	$0.000	$0.0000	000,000
13	$0.000	$0.0000	000,000
14	$0.000	$0.0000	000,000
15	$0.000	$0.0000	000,000
16	$0.000	$0.0000	000,000
17	$0.000	$0.0000	000,000
18	$0.000	$0.0000	000,000
19	$0.000	$0.0000	000,000
20	$0.000	$0.0000	000,000
21	$0.000	$0.0000	000,000
22	$0.000	$0.0000	000,000
23	$0.000	$0.0000	000,000
24	$0.000	$0.0000	000,000
25 (if applicable)	$0.000	$0.0000	000,000

Morgan County Correctional Complex			
Lease Year Starting at Go-Live	Monthly Lease Amount ($)	Annual Lease Amount ($)	Targeted Annual Delivered Energy Production (kWh)
1	$0.000	$0.0000	000,000
2	$0.000	$0.0000	000,000
3	$0.000	$0.0000	000,000
4	$0.000	$0.0000	000,000
5	$0.000	$0.0000	000,000
6	$0.000	$0.0000	000,000
7	$0.000	$0.0000	000,000
8	$0.000	$0.0000	000,000
9	$0.000	$0.0000	000,000
10	$0.000	$0.0000	000,000
11	$0.000	$0.0000	000,000
12	$0.000	$0.0000	000,000
13	$0.000	$0.0000	000,000
14	$0.000	$0.0000	000,000
15	$0.000	$0.0000	000,000
16	$0.000	$0.0000	000,000
17	$0.000	$0.0000	000,000
18	$0.000	$0.0000	000,000
19	$0.000	$0.0000	000,000
20	$0.000	$0.0000	000,000
21	$0.000	$0.0000	000,000
22	$0.000	$0.0000	000,000
23	$0.000	$0.0000	000,000
24	$0.000	$0.0000	000,000
25 (if applicable)	$0.000	$0.0000	000,000

Turney Center Industrial Complex			
Lease Year Starting at Go-Live	Monthly Lease Amount ($)	Annual Lease Amount ($)	Targeted Annual Delivered Energy Production (kWh)
1	$0.000	$0.0000	000,000
2	$0.000	$0.0000	000,000
3	$0.000	$0.0000	000,000
4	$0.000	$0.0000	000,000
5	$0.000	$0.0000	000,000
6	$0.000	$0.0000	000,000
7	$0.000	$0.0000	000,000
8	$0.000	$0.0000	000,000
9	$0.000	$0.0000	000,000
10	$0.000	$0.0000	000,000
11	$0.000	$0.0000	000,000
12	$0.000	$0.0000	000,000
13	$0.000	$0.0000	000,000
14	$0.000	$0.0000	000,000
15	$0.000	$0.0000	000,000
16	$0.000	$0.0000	000,000
17	$0.000	$0.0000	000,000
18	$0.000	$0.0000	000,000
19	$0.000	$0.0000	000,000
20	$0.000	$0.0000	000,000
21	$0.000	$0.0000	000,000
22	$0.000	$0.0000	000,000
23	$0.000	$0.0000	000,000
24	$0.000	$0.0000	000,000
25 (if applicable)	$0.000	$0.0000	000,000

Tennessee Prison for Women			
Lease Year Starting at Go-Live	Monthly Lease Amount ($)	Annual Lease Amount ($)	Targeted Annual Energy Delivered Production (kWh)
1	$0.000	$0.0000	000,000
2	$0.000	$0.0000	000,000
3	$0.000	$0.0000	000,000
4	$0.000	$0.0000	000,000
5	$0.000	$0.0000	000,000
6	$0.000	$0.0000	000,000
7	$0.000	$0.0000	000,000
8	$0.000	$0.0000	000,000
9	$0.000	$0.0000	000,000
10	$0.000	$0.0000	000,000
11	$0.000	$0.0000	000,000
12	$0.000	$0.0000	000,000
13	$0.000	$0.0000	000,000
14	$0.000	$0.0000	000,000
15	$0.000	$0.0000	000,000
16	$0.000	$0.0000	000,000
17	$0.000	$0.0000	000,000
18	$0.000	$0.0000	000,000
19	$0.000	$0.0000	000,000
20	$0.000	$0.0000	000,000
21	$0.000	$0.0000	000,000
22	$0.000	$0.0000	000,000
23	$0.000	$0.0000	000,000
24	$0.000	$0.0000	000,000
25 (if applicable)	$0.000	$0.0000	000,000

Porter Lab			
Lease Year Starting at Go-Live	Monthly Lease Amount ($)	Annual Lease Amount ($)	Targeted Annual Delivered Energy Production (kWh)
1	$0.000	$0.0000	000,000
2	$0.000	$0.0000	000,000
3	$0.000	$0.0000	000,000
4	$0.000	$0.0000	000,000
5	$0.000	$0.0000	000,000
6	$0.000	$0.0000	000,000
7	$0.000	$0.0000	000,000
8	$0.000	$0.0000	000,000
9	$0.000	$0.0000	000,000
10	$0.000	$0.0000	000,000
11	$0.000	$0.0000	000,000
12	$0.000	$0.0000	000,000
13	$0.000	$0.0000	000,000
14	$0.000	$0.0000	000,000
15	$0.000	$0.0000	000,000
16	$0.000	$0.0000	000,000
17	$0.000	$0.0000	000,000
18	$0.000	$0.0000	000,000
19	$0.000	$0.0000	000,000
20	$0.000	$0.0000	000,000
21	$0.000	$0.0000	000,000
22	$0.000	$0.0000	000,000
23	$0.000	$0.0000	000,000
24	$0.000	$0.0000	000,000
25 (if applicable)	$0.000	$0.0000	000,000

Tennessee Wildlife Resources Agency Headquarters			
Lease Year Starting at Go-Live	Monthly Lease Amount ($)	Annual Lease Amount ($)	Targeted Annual Delivered Energy Production (kWh)
1	$0.000	$0.0000	000,000
2	$0.000	$0.0000	000,000
3	$0.000	$0.0000	000,000
4	$0.000	$0.0000	000,000
5	$0.000	$0.0000	000,000
6	$0.000	$0.0000	000,000
7	$0.000	$0.0000	000,000
8	$0.000	$0.0000	000,000
9	$0.000	$0.0000	000,000
10	$0.000	$0.0000	000,000
11	$0.000	$0.0000	000,000
12	$0.000	$0.0000	000,000
13	$0.000	$0.0000	000,000
14	$0.000	$0.0000	000,000
15	$0.000	$0.0000	000,000
16	$0.000	$0.0000	000,000
17	$0.000	$0.0000	000,000
18	$0.000	$0.0000	000,000
19	$0.000	$0.0000	000,000
20	$0.000	$0.0000	000,000
21	$0.000	$0.0000	000,000
22	$0.000	$0.0000	000,000
23	$0.000	$0.0000	000,000
24	$0.000	$0.0000	000,000
25 (if applicable)	$0.000	$0.0000	000,000

Metro Center Complex			
Lease Year Starting at Go-Live	Monthly Lease Amount ($)	Annual Lease Amount ($)	Targeted Annual Delivered Energy Production (kWh)
1	$0.000	$0.0000	000,000
2	$0.000	$0.0000	000,000
3	$0.000	$0.0000	000,000
4	$0.000	$0.0000	000,000
5	$0.000	$0.0000	000,000
6	$0.000	$0.0000	000,000
7	$0.000	$0.0000	000,000
8	$0.000	$0.0000	000,000
9	$0.000	$0.0000	000,000
10	$0.000	$0.0000	000,000
11	$0.000	$0.0000	000,000
12	$0.000	$0.0000	000,000
13	$0.000	$0.0000	000,000
14	$0.000	$0.0000	000,000
15	$0.000	$0.0000	000,000
16	$0.000	$0.0000	000,000
17	$0.000	$0.0000	000,000
18	$0.000	$0.0000	000,000
19	$0.000	$0.0000	000,000
20	$0.000	$0.0000	000,000
21	$0.000	$0.0000	000,000
22	$0.000	$0.0000	000,000
23	$0.000	$0.0000	000,000
24	$0.000	$0.0000	000,000
25 (if applicable)	$0.000	$0.0000	000,000

RS Gass Complex - Mid Cumberland Regional Health Office			
Lease Year Starting at Go-Live	Monthly Lease Amount ($)	Annual Lease Amount ($)	Targeted Annual Delivered Energy Production (kWh)
1	$0.000	$0.0000	000,000
2	$0.000	$0.0000	000,000
3	$0.000	$0.0000	000,000
4	$0.000	$0.0000	000,000
5	$0.000	$0.0000	000,000
6	$0.000	$0.0000	000,000
7	$0.000	$0.0000	000,000
8	$0.000	$0.0000	000,000
9	$0.000	$0.0000	000,000
10	$0.000	$0.0000	000,000
11	$0.000	$0.0000	000,000
12	$0.000	$0.0000	000,000
13	$0.000	$0.0000	000,000
14	$0.000	$0.0000	000,000
15	$0.000	$0.0000	000,000
16	$0.000	$0.0000	000,000
17	$0.000	$0.0000	000,000
18	$0.000	$0.0000	000,000
19	$0.000	$0.0000	000,000
20	$0.000	$0.0000	000,000
21	$0.000	$0.0000	000,000
22	$0.000	$0.0000	000,000
23	$0.000	$0.0000	000,000
24	$0.000	$0.0000	000,000
25 (if applicable)	$0.000	$0.0000	000,000

RS Gass Complex - RS Gass Building			
Lease Year Starting at Go-Live	Monthly Lease Amount ($)	Annual Lease Amount ($)	Targeted Annual Delivered Energy Production (kWh)
1	$0.000	$0.0000	000,000
2	$0.000	$0.0000	000,000
3	$0.000	$0.0000	000,000
4	$0.000	$0.0000	000,000
5	$0.000	$0.0000	000,000
6	$0.000	$0.0000	000,000
7	$0.000	$0.0000	000,000
8	$0.000	$0.0000	000,000
9	$0.000	$0.0000	000,000
10	$0.000	$0.0000	000,000
11	$0.000	$0.0000	000,000
12	$0.000	$0.0000	000,000
13	$0.000	$0.0000	000,000
14	$0.000	$0.0000	000,000
15	$0.000	$0.0000	000,000
16	$0.000	$0.0000	000,000
17	$0.000	$0.0000	000,000
18	$0.000	$0.0000	000,000
19	$0.000	$0.0000	000,000
20	$0.000	$0.0000	000,000
21	$0.000	$0.0000	000,000
22	$0.000	$0.0000	000,000
23	$0.000	$0.0000	000,000
24	$0.000	$0.0000	000,000
25 (if applicable)	$0.000	$0.0000	000,000

RS Gass Complex - RS Gass Plant			
Lease Year Starting at Go-Live	Monthly Lease Amount ($)	Annual Lease Amount ($)	Targeted Annual Delivered Energy Production (kWh)
1	$0.000	$0.0000	000,000
2	$0.000	$0.0000	000,000
3	$0.000	$0.0000	000,000
4	$0.000	$0.0000	000,000
5	$0.000	$0.0000	000,000
6	$0.000	$0.0000	000,000
7	$0.000	$0.0000	000,000
8	$0.000	$0.0000	000,000
9	$0.000	$0.0000	000,000
10	$0.000	$0.0000	000,000
11	$0.000	$0.0000	000,000
12	$0.000	$0.0000	000,000
13	$0.000	$0.0000	000,000
14	$0.000	$0.0000	000,000
15	$0.000	$0.0000	000,000
16	$0.000	$0.0000	000,000
17	$0.000	$0.0000	000,000
18	$0.000	$0.0000	000,000
19	$0.000	$0.0000	000,000
20	$0.000	$0.0000	000,000
21	$0.000	$0.0000	000,000
22	$0.000	$0.0000	000,000
23	$0.000	$0.0000	000,000
24	$0.000	$0.0000	000,000
25 (if applicable)	$0.000	$0.0000	000,000

RS Gass Complex - TBI Nashville			
Lease Year Starting at Go-Live	Monthly Lease Amount ($)	Annual Lease Amount ($)	Targeted Annual Delivered Energy Production (kWh)
1	$0.000	$0.0000	000,000
2	$0.000	$0.0000	000,000
3	$0.000	$0.0000	000,000
4	$0.000	$0.0000	000,000
5	$0.000	$0.0000	000,000
6	$0.000	$0.0000	000,000
7	$0.000	$0.0000	000,000
8	$0.000	$0.0000	000,000
9	$0.000	$0.0000	000,000
10	$0.000	$0.0000	000,000
11	$0.000	$0.0000	000,000
12	$0.000	$0.0000	000,000
13	$0.000	$0.0000	000,000
14	$0.000	$0.0000	000,000
15	$0.000	$0.0000	000,000
16	$0.000	$0.0000	000,000
17	$0.000	$0.0000	000,000
18	$0.000	$0.0000	000,000
19	$0.000	$0.0000	000,000
20	$0.000	$0.0000	000,000
21	$0.000	$0.0000	000,000
22	$0.000	$0.0000	000,000
23	$0.000	$0.0000	000,000
24	$0.000	$0.0000	000,000
25 (if applicable)	$0.000	$0.0000	000,000

RS Gass Complex - TDEC Environmental Assistance Center			
Lease Year Starting at Go-Live	Monthly Lease Amount ($)	Annual Lease Amount ($)	Targeted Annual Delivered Energy Production (kWh)
1	$0.000	$0.0000	000,000
2	$0.000	$0.0000	000,000
3	$0.000	$0.0000	000,000
4	$0.000	$0.0000	000,000
5	$0.000	$0.0000	000,000
6	$0.000	$0.0000	000,000
7	$0.000	$0.0000	000,000
8	$0.000	$0.0000	000,000
9	$0.000	$0.0000	000,000
10	$0.000	$0.0000	000,000
11	$0.000	$0.0000	000,000
12	$0.000	$0.0000	000,000
13	$0.000	$0.0000	000,000
14	$0.000	$0.0000	000,000
15	$0.000	$0.0000	000,000
16	$0.000	$0.0000	000,000
17	$0.000	$0.0000	000,000
18	$0.000	$0.0000	000,000
19	$0.000	$0.0000	000,000
20	$0.000	$0.0000	000,000
21	$0.000	$0.0000	000,000
22	$0.000	$0.0000	000,000
23	$0.000	$0.0000	000,000
24	$0.000	$0.0000	000,000
25 (if applicable)	$0.000	$0.0000	000,000

Middle Tennessee Mental Health Institute			
Lease Year Starting at Go-Live	Monthly Lease Amount ($)	Annual Lease Amount ($)	Targeted Annual Delivered Energy Production (kWh)
1	$0.000	$0.0000	000,000
2	$0.000	$0.0000	000,000
3	$0.000	$0.0000	000,000
4	$0.000	$0.0000	000,000
5	$0.000	$0.0000	000,000
6	$0.000	$0.0000	000,000
7	$0.000	$0.0000	000,000
8	$0.000	$0.0000	000,000
9	$0.000	$0.0000	000,000
10	$0.000	$0.0000	000,000
11	$0.000	$0.0000	000,000
12	$0.000	$0.0000	000,000
13	$0.000	$0.0000	000,000
14	$0.000	$0.0000	000,000
15	$0.000	$0.0000	000,000
16	$0.000	$0.0000	000,000
17	$0.000	$0.0000	000,000
18	$0.000	$0.0000	000,000
19	$0.000	$0.0000	000,000
20	$0.000	$0.0000	000,000
21	$0.000	$0.0000	000,000
22	$0.000	$0.0000	000,000
23	$0.000	$0.0000	000,000
24	$0.000	$0.0000	000,000
25 (if applicable)	$0.000	$0.0000	000,000

Western Mental Health Institute			
Lease Year Starting at Go-Live	Monthly Lease Amount ($)	Annual Lease Amount ($)	Targeted Annual Delivered Energy Production (kWh)
1	$0.000	$0.0000	000,000
2	$0.000	$0.0000	000,000
3	$0.000	$0.0000	000,000
4	$0.000	$0.0000	000,000
5	$0.000	$0.0000	000,000
6	$0.000	$0.0000	000,000
7	$0.000	$0.0000	000,000
8	$0.000	$0.0000	000,000
9	$0.000	$0.0000	000,000
10	$0.000	$0.0000	000,000
11	$0.000	$0.0000	000,000
12	$0.000	$0.0000	000,000
13	$0.000	$0.0000	000,000
14	$0.000	$0.0000	000,000
15	$0.000	$0.0000	000,000
16	$0.000	$0.0000	000,000
17	$0.000	$0.0000	000,000
18	$0.000	$0.0000	000,000
19	$0.000	$0.0000	000,000
20	$0.000	$0.0000	000,000
21	$0.000	$0.0000	000,000
22	$0.000	$0.0000	000,000
23	$0.000	$0.0000	000,000
24	$0.000	$0.0000	000,000
25 (if applicable)	$0.000	$0.0000	000,000

Tennessee School for the Deaf			
Lease Year Starting at Go-Live	Monthly Lease Amount ($)	Annual Lease Amount ($)	Targeted Annual Delivered Energy Production (kWh)
1	$0.000	$0.0000	000,000
2	$0.000	$0.0000	000,000
3	$0.000	$0.0000	000,000
4	$0.000	$0.0000	000,000
5	$0.000	$0.0000	000,000
6	$0.000	$0.0000	000,000
7	$0.000	$0.0000	000,000
8	$0.000	$0.0000	000,000
9	$0.000	$0.0000	000,000
10	$0.000	$0.0000	000,000
11	$0.000	$0.0000	000,000
12	$0.000	$0.0000	000,000
13	$0.000	$0.0000	000,000
14	$0.000	$0.0000	000,000
15	$0.000	$0.0000	000,000
16	$0.000	$0.0000	000,000
17	$0.000	$0.0000	000,000
18	$0.000	$0.0000	000,000
19	$0.000	$0.0000	000,000
20	$0.000	$0.0000	000,000
21	$0.000	$0.0000	000,000
22	$0.000	$0.0000	000,000
23	$0.000	$0.0000	000,000
24	$0.000	$0.0000	000,000
25 (if applicable)	$0.000	$0.0000	000,000

ATTACHMENT 6

SYSTEM SPECIFICATIONS

Photovoltaic Panels

- 60-cell, 72-cell, or 96-cell Crystalline Silicon Panels with minimum efficiency of 15%
- Minimum ten (10) year product warranty assignable to the State at no additional cost to the State
- Output warranty with minimum output efficiency of 82% after 25 years assignable to the State at no additional cost to the State
- Comply with UL 1703 Standard for Safety for Flat Plate Photovoltaic Modules and Panels
- Modules shall be tested according to IEC 61215 and IEC 61646 "Design Qualification and Type Approval for crystalline silicon and thin film PV modules" by a qualified testing laboratory.
- Modules shall comply with IEC 61730 Photovoltaic (PV) module safety qualification

Inverters

- Inverters shall have maximum DC voltage of 600V, 1,000V or 1,500v.
- Minimum 97%peak efficiency
- Minimum five (5) year warranty with option for additional ten (10) or fifteen (15) years of warranty assignable to the State at no additional cost to the State

Islanding

- "Islanding" means microgrid control of a Site including solar PV and existing generation assets to allow the Delivery Point(s) within a Site to island from an Electric Utility grid during a power outage or voluntarily and meet the other requirements of this subsection. Microgrid should allow the Delivery Point to respond to demand response events, time-of-use pricing, peak load reduction, and load shifting. A master microgrid controller shall interface with demand-side loads, existing generation assets, solar photovoltaic, and future distributed energy resources. Advanced inverters which meet IEEE 1547a shall be included for solar or any other DC source. Circuit breakers shall be included for safe Islanding from the grid. A communication backbone shall be included which allows loads and generation to communicate in real time. A power system study shall be included to account for two-way power flow and safety in grid-connected and Island mode.

Energy Load Profile

- Monitoring Equipment must collect the full load profile of each Delivery Point on a real time basis.

Area Requirements

- The Generating Facilities shall substantially fit within the designated space outlined on the Site maps.

Pad Mounting vs. Raised

- Sites marked on Attachment 3.1 with a note are required to have raised Generating Facilities and allow parking below Generating Facilities.
- Lighting must be provided under all raised Generating Facilities.

Interconnection

- All transmission lines from the Generating Facility to the Delivery Point shall be installed below grade. All soils are unclassified and the responsibility of Lessor.
- Route of transmission lines shall be along existing open paths (streets, walks, other easements, etc.) and shall be subject to the approval of the State.

ATTACHMENT 7

FORM ACCESS LICENSE AGREEMENT

This Instrument Prepared By:
State of Tennessee
Department of General Services STREAM Division
312 Rosa L. Parks Avenue, 24th Floor
Nashville, TN 37243

ACCESS LICENSE AGREEMENT

THIS ACCESS LICENSE AGREEMENT ("Access License") is made and entered into as of this the ____ day of _____, 2015 by and between THE STATE OF TENNESSEE (hereinafter referred to as "State") and _____ (hereinafter referred to as "Licensee").

WHEREAS, Licensee desires to use the portions of state owned premises identified below (the "Licensed Premises") as follows:

_____
_____
_____

WHEREAS, the State is willing to permit said use of the Licensed Premises subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits that will accrue to the parties, it is mutually agreed between the parties hereto as follows:

1. **LICENSE** – State hereby grants Licensee a revocable and terminable License to use the Licensed Premises for the purpose of satisfying its obligations as Lessor pursuant to that certain Equipment Lease ("Lease") between the parties dated _____, ____ (hereinafter referred to as "Permitted Use"). Licensee's use of the Licensed Premises shall not interfere with any of the State's operations.

2. **USE OF LICENSED PREMISES** – Licensee shall be permitted to use the Licensed Premises for the Permitted Use only. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of the State.

3. **FEE** – There shall be no fee for this Access License.

4. **TERM** – The term of the License shall begin on January 1, 2016, and shall end December 31, 2041.

5. **MAINTENANCE–** The costs of any maintenance of the Licensed Premises required or desirable as a result of Licensee's use shall be at the sole expense of Licensee.

6. **PERMIT** – Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein,

including specifically, the Tennessee Department of Correction and the Tennessee Department of Mental Health & Substance Abuse Services.

7. **COMPLIANCE** – Should Licensee fail or neglect to comply with any term or condition of this Access License or the terms or conditions in any written notice and demand from the State, this Access License shall be subject to termination. In the event of such termination, Licensee shall immediately remove any and all of personal property from the Licensed Premises and surrender all rights and privileges und this Access License.

8. **TERMINATION**– State may terminate this Access License at will with thirty (30) days written notice to Licensee. If not earlier terminated, this Access License shall terminate upon termination of the Lease.

9. **ASSIGNMENT** – This License shall not be transferred, conveyed or assigned to another party without prior written approval from the State.

10. **NOTICES** – Notices and official correspondence shall be delivered to the parties in writing by hand delivery or overnight courier service as follows:

TO THE LICENSEE:

TO THE STATE:

DEPARTMENT OF
GENERAL SERVICES
Real Estate Asset Management
Wm. R. Snodgrass Tennessee Tower
312 Rosa L Parks Avenue, 22nd Floor
Nashville, Tennessee 37243

IN WITNESS WHEREOF, the parties hereto have caused this Access License to be executed the day and year first above written.

LICENSEE:

BY: _____

TITLE: _____

DATE: _____

STATE:
STATE OF TENNESSEE

BY: _____

TITLE: _____

DATE: _____

ATTACHMENT 8

CONTRACT BOND
TENNESSEE STATE BUILDING COMMISSION STANDARD FORM

BOND NO. _____

Know all men by these presents: that we

(hereinafter called the "Principal") and

hereinafter called the "Surety") do hereby acknowledge ourselves indebted and securely bound and held unto

(hereinafter called the "Owner"), and in the penal sum of

good and lawful money of the United States of America, for the use and benefit of those entitled thereto, for the payment of which, well and truly to be made, we bind ourselves, our heirs, our administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

But the condition of the foregoing obligation or bond is this:
Whereas, the Owner has engaged the principal for the sum of

to complete the Work of the project titled:

as more fully appears in a written agreement or contract bearing the date of

a copy of which said agreement or contract is by reference hereby made a part hereof, as fully and to the same extent as if copied at length herein, and it is the desire of the Owner that the Principal shall assure all undertakings under said agreement or contract and shall assure and protect all laborers and furnishers of material on said Work both as provided by Tennessee Code Annotated Sections 4-15-102 (f)(2) and 12-4-201 through 12-4-206, and any and all amendments thereto, and shall assure the prompt payment of claims as provided by Tennessee Code Annotated Sections 12-4-207 through 12-4-208, and any and all amendments thereto. The Principal shall also comply with provisions of Tennessee Code Annotated

Sections 12-4-401 through 12-4-415, and any and all amendments thereto, pertaining to the payment of the prevailing wage rate.

Now, therefore, if the Principal shall fully and faithfully perform all undertakings and obligations under the contract hereinbefore referred to and shall fully indemnify and hold harmless the Owner from all costs and damage whatsoever which it may suffer by reason of any failure on the part of the Principal to do so, and shall fully reimburse and repay the Owner any and all outlay and expense which it may incur in making good any such default, and shall fully pay for all of the labor, material and work used by the Principal and any immediate or remote sub-contractor or furnisher of material under him in the performance of said contract, in lawful money of the United States, as the same shall become due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

And for value received, it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or to the specifications accompanying the same shall in any wise affect the obligation under this bond, and notice is hereby waived of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the specifications.

In witness whereof the Principal has hereunto affixed its signature and Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this _____ day of _____, 20____.

Executed in _____ counterparts.

Witness:

(name of Principal)	*(name of Surety)*
(authorized signature)	*(signature of Attorney-in-fact)*
(name of signatory)	*(name of Attorney-in-fact)*
(title of signatory)	*(Tennessee license number of Agent or Attorney-in-fact)*
	(countersignature of resident Agent if not same as Attorney-in-fact)

Surety Company issuing bond shall be licensed to transact business in State of Tennessee by Tennessee Department of Commerce and Insurance. Bonds shall have certified and current Power-of-Attorney for the Surety's Attorney-in-Fact attached. Attorney-in-fact who executes bond on behalf of Surety shall be licensed by and a resident of State of Tennessee, and shall affix license number to bond; or, countersignature by a licensed agent who is a resident of State of Tennessee, and the agent's license number, shall be affixed to the bond in addition to the signature of the Attorney-in-Fact.

ATTACHMENT 9

PERFORMANCE BOND TEMPLATE

BOND NO. #

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that We,
Lessor name
Lessor address
Lessor telephone

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety name
Surety address
Surety telephone

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of state name and authorized to do business in the State of Tennessee;

are held and firmly bound unto the State of Tennessee Department of General Services ("State"), whose principal address is 312 Rosa L. Parks Avenue, Nashville, TN 37243, and whose principal telephone number is 615-_____ in the penal sum of written amount ($ number) for payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a Lease with State for solicitation name (Solicitation No. #) (the "Lease") in accordance with the scope of services and deliverables (the "Scope") set forth in Section reference of the Lease.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Lease at the times and in the manner prescribed in the Lease; and

2. Pays State any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that State sustains because of any default by Principal under the Lease, including, but not limited to, all delay damages, whether liquidated or actual, incurred by State; and

3. Performs, to the satisfaction of State the Scope under the Lease for the time specified in the Lease;

then this bond is void; otherwise it remains in full force.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Lease or other work to be performed hereunder, or the specifications referred to in the Lease shall in anyway affect its obligation under this bond. The Surety waives notice of any such changes, extensions of time, alterations or additions to the terms of the Lease or to the Scope.

It is expressly understood the time provision under Tenn. Code Ann. § 12-3-502 shall apply to this bond. Bond must be received within fourteen (14) calendar days of receipt of request by the State or a Delegated State Agency.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Lease and hereby satisfies those conditions.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument this _____ day of _____, 20____, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
In the presence of:

PRINCIPAL:

Lessor name

By:_____
(Lessor's authorized signatory)

_____
(Printed name and title)

STATE OF TENNESSEE
COUNTY OF _____
On this _____ day of _____, 20 _____, before me personally appeared _____, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

_____
Notary Public
Printed Name: _____
Commission Expires:
_____

Signed, sealed and delivered
In the presence of:

SURETY:

Surety name

By:_____
(Surety's authorized signatory)

_____
(Printed name and title)

STATE OF TENNESSEE
COUNTY OF _____
On this _____ day of _____, 20 _____, before me personally appeared _____, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or person's) free act and deed.

_____
Notary Public
Printed Name: _____
Commission Expires:
_____