



**REQUEST FOR PROPOSALS # SBC 460/000-06-2015
AMENDMENT # 3
FOR ELECTRIC GENERATING EQUIPMENT LEASE**

DATE: 10/30/2015

RFP # SBC 460/000-06-2015 IS AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.

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 30, 2015
8. Deadline for Respondents to submit revised Pro Forma Lease, Sections C.3.(b) and D.5., language.		November 6, 2015
9. State’s Response to Respondents’ request for revised Pro Forma Lease, Sections C.3.(b) and D.5., language.		November 10, 2015
10. Response Deadline	2:00 p.m.	November 17, 2015
11. State Schedules Respondent Oral Presentation (at the State’s discretion)		November 18, 2015
12. Respondent Oral Presentation (at the State’s Discretion)	TBD	November 23 - 24, 2015
13. State Completion of Technical Response Evaluations		November 30, 2015

14. State Opening & Scoring of Cost Proposals		December 1, 2015
15. Negotiations (at the State's discretion)		November 2 - December 4, 2015
16. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection		December 7, 2015
17. End of Open File Period		December 14, 2015
18. State Building Commission Sought Approval		December 17, 2015
19. State Sends Lease to Lessor for Signature		December 23, 2015
20. Lessor Signature Deadline		December 30, 2015

2. State responses to questions and comments in the table below amend and clarify this RFP.

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

QUESTION / COMMENT		STATE RESPONSE
1	Attachment 6, System Specification, Islanding: several of the requirements in this section would require energy storage and a bidirectional inverter. Is this the intent of this spec? Or is the requirement that whatever grid tied PV inverters are used have the ability to be used in an energy storage based microgrid at a later date? Please elaborate further on what the requirement is and what is expected. This has a significant impact on the structure of the design and quote provided for construction and interconnection.	Please see revised Attachment 6 of the Pro Forma Lease for Islanding capability requirements. Respondents are not expected to provide Islanding or battery storage if awarded the Equipment Lease. The awarded Respondent is expected to provide a system that is capable of Islanding at a future date without substantial modification to the Equipment, e.g., having to change out inverters, transformers, etc.
2	Confirm that the required AC energy at delivery point will be a guaranteed minimum load at each property. This will be required to run financials.	The required AC Energy at Delivery Point will not be a guaranteed minimum load. It is a target that is intended to be the maximum nameplate rating of the system, which contemplates equipment efficiencies and line losses. The required AC Energy at Delivery Point will be based on historical demand charges incurred at the facility.
3	If available, provided detailed historical load profiles for each site.	The State does not have detailed historical load profiles for each Site. Respondents are responsible for their own assumptions based on the information provided by the State and any additional due diligence the Respondents feel is needed in order to respond to this RFP.
4	If available, please provide electrical 1-lines for all sites.	The State has very limited electrical line drawings, which will be made available to all respondents who have submitted an intent to propose. The State disclaims the completeness, accuracy, or adequacy of the drawings for the Respondents' purposes. Each Respondent is solely responsible

QUESTION / COMMENT	STATE RESPONSE
	for verifying the information provided by the State or seeking additional information or performing additional due diligence needed by the Respondent to respond to the RFP.
5 Verify acceptability of overhead primary, and/or limits on same, or can underground connections can be used in the alternative.	Underground connections are required, unless specifically noted otherwise on the revised Attachment 3.1 Site and Delivery Point Locations.
6 Provide the generator, ATS, and transformer specs so that proper design can be completed. Please verify which sites have generators and also which sites should have islanding built into the design model.	The State does not have generator, ATS, or transformer specs. See Question 1 regarding Islanding.
7 Porter Lab: Please verify neighborhood acceptance/approval of the west field, or if tall privacy fence might suffice to satisfy zoning approval.	The State has confirmed that the west field will not be used for system installation. The Site location map has been updated to reflect the unavailability of the west field, which is set forth in revised Attachment 3.1 Site and Delivery Point Locations.
8 Please provide any specifications, or limits, that State will place that are contrary to current accepted Electrical codes and standards as endorsed by the industry and in compliance with State code.	The State will not place any additional restrictions beyond current applicable State Code.
9 Please provide setback and easement requirements to follow taking into consideration any local government codes, easements, and any special set back requirements dictated by the specific site, including but not limited to roads, buildings, fences, etc.	See RFP Amendment 2, Attachment 3.1 for specific site information. The State is not subject to local zoning ordinances. With respect to access and use rights, the awarded Respondent will be given access and use rights under the Pro Forma Lease.
10 Please identify meter and tie in locations at all sites.	Meter and delivery point locations for reference have been denoted on the revised Attachment 3.1 Site and Delivery Point Locations. The awarded Respondent will be required to field verify meter and tie in locations at each site.
11 May we lower the minimum height below the current 10' requirement? Prisons will require an 8' fence with razor wire, so "hiding" should not be a problem. Post length has a significant impact on overall project costs.	See RFP Amendment 2, Pro Forma Lease, Section A.3.b.(ii) and Pro Forma Lease Attachment 6. The 10' fence requirement around pad mounted BOS has been modified. The minimum fence requirement around the entire Equipment installation will be a 6' fence with 3 strands of barbed wire.
12 Based on the provided site plans and info provided at the site visits, more defined use area will need to be provided. We will use our best assumption to place PV in acceptable areas, but a scaled use area will need to be provided prior to a final design being completed. At the various site visits, the guidance from the State seemed to indicate some flexibility on location and ultimate size of	Site plans have been revised in Attachment 3.1 Site and Delivery Point Locations showing acceptable locations and general area needed for installation. The awarded Respondent will be expected to provide Site surveys as part of the project design.

QUESTION / COMMENT	STATE RESPONSE
<p>the system with the true driving factor being output over location. Please provide of specific lists of the sites that are limited in site location and provide via survey (and AutoCAD where available) more specific site locations and area (square feet) of site available.</p>	
<p>13 Provide as-built drawings showing sewer, gas, fiber, etc., and verify required easement sizes on private property.</p>	<p>The State has very limited site plans showing utility locations, which to all respondents who have submitted an intent to propose. The State disclaims the completeness, accuracy, or adequacy of the drawings for the Respondents' purposes. Each Respondent is solely responsible for verifying the information provided by the State or seeking additional information or performing additional due diligence needed by the Respondent to respond to the RFP</p>
<p>14 Provide topo, or at least flood plains. May be shown on the surveys requested above.</p>	<p>FEMA flood plain information is publicly available. The awarded Respondent is responsible for determining the suitability of all Site conditions.</p>
<p>15 We need clarification on ability to submit alternatives or substitutions. The State was quite clear in the pre-solicitation mtg that no alternative proposals would be allowed but much on-site conversations talked about alternative solutions. Will alternative business models be considered and what would the process be for submitting alternative solutions?</p>	<p>No, alternative business models will not be considered by the State. Please see Section 3.3.3 of the RFP. Alternative business models proposed by Respondents will be deemed by the State to be a counteroffer and the response being deemed non-responsive.</p>
<p>16 What modifications would the State accept to the currently defined termination clauses under the lease? The current termination clauses, including the termination for convenience will cause a situation whereby it will be nearly impossible to secure financing as the risk is too great that the State could terminate the contract at any time. There are alternative solutions that may allow the State to have termination rights but would permit the investor to mitigate risk, etc. Would the State accept possible alternative solutions to consider?</p>	<p>Without obligation, the State is amenable to considering a mutually agreed upon extension of its right to terminate for convenience. The Pro Forma Lease currently provides that the State's right to terminate for convenience may not be exercised by the State until after the sixth year of the Term. While the State feels that limiting its right to terminate for convenience until after the sixth year of the term is fair to an awarded Respondent, the State will nonetheless entertain suggested revisions. Respondents wishing to propose revisions to Section D.5. of the Pro Forma Lease may do so if they send them in writing to the State by the time prescribed in the RFP Amendment 3, Schedule of Events. Based on the responses it receives, the State will respond with a revised Pro Forma Lease by the time prescribed in the Schedule of Events.</p>
<p>17 Please list any sites that have been dropped from the initial list as provided.</p>	<p>The State has removed the Tennessee School for the Deaf from the Site list. Please see the revised Attachment 3.1 Site and Delivery Point Locations.</p>

QUESTION / COMMENT	STATE RESPONSE
18 Would the State reconsider the business model to accept a Capital Lease whereby the State would own the system under a Capital Lease structure and the State could receive tax-exempt financing rather than the current structure where the investor/owner of the system(s) secures lending?	No.
19 Is the State requiring a minimum solar array output/electrical power production guarantee for each site?	See response to Question 2.
20 Will there be a monetary penalty if the site's array does not meet the production goals daily, monthly or yearly?	The contract is structured such that there is an annual true up. See Pro forma Section C.3 for under production of the system. See also, Attachment 6.3 Cost Proposal Scoring Guide, which sets the minimum annual energy delivered.
21 Does the installation of the solar array equipment on State land impact or violate any existing State and or Federal real property laws, regulations or statutes?	The State is unaware of any relevant laws, regulations, or statutes that would be impacted or violated by the installation of the Equipment as contemplated by the RFP and Pro Forma Lease. The awarded Respondent is required to conform to all applicable laws in the performance of the Lease. All Respondents are required to ascertain their own legal compliance.
22 Will this project be exempt from all State Sale Taxes and any State Use Taxes?	No. Contractors for State projects are not exempt of Sales or Use Tax by virtue of contract or lease transaction with the State.
23 Does the term "lease" as used for the solar array equipment installation meet all Federal/IRS rules and regulations?	The State is unaware of any non-compliance of the project with any Federal or IRS rules and regulations. Nevertheless, all Respondents should seek their own tax advice prior to responding to the RFP.
24 If the State terminates the lease or terminates any individual site(s), will the State reimburse the Contractor for any and all financing fees, penalties, interest costs or other charges associated with this termination?	No.
25 Will the State or the Agency where the solar array sites are located provide all required security escorts and/or site staff needed for access at no cost to the Contractor? Will this service be available 24/7? And, available 24/7 at no cost?	Access limitations and escort requirements are outlined in specification section 013513.30, Detention Project Procedures for correction facilities and 013513.19 for Mental Health and Disabilities Project Procedures included with Attachment 4 to the Pro Forma Lease. The awarded Respondent will bear the cost of escorts outside of these defined parameters.
26 Will any environmental impact studies be required and/or environmental permitting be required for any of the proposed sites?	The awarded Respondent is responsible for permitting and approvals as detailed in section A.9 of the Pro forma.
27 Will the State provide, as a part of the lease, a required maintenance schedule/program since	No. Proposals should include a sample

QUESTION / COMMENT	STATE RESPONSE
the State's stated position is different then the industry standards for optimum system operation?	maintenance schedule as outlined in RFP Attachment 6.2, Section C. The awarded Respondent is required to own, operate, and maintain the system for the life of the lease.
28 Will the State, at each site, provide on-site storage and/or additional land for the storage of replacement panels and BOS equipment? If not, will the State accept additional array down-time due to delays in the logistics for replacement/repair of the arrays?	Some mutually agreed upon storage may be available inside the fenced area on a Site-by-Site basis as approved by the State. (See Pro Forma Lease, Section A.3.b(ii))
29 Will the State require each site to be monitored by a licensed engineer? And, if so, are there any requirements, reporting, etc. required by the State?	No.
30 If a site "goes off-line", what is the minimum/maximum time frame it can be off-line without penalty?	Please see Section A.7 and C.3 of the Pro Forma Lease.
31 Is the State going to provide energy storage systems at each array site or is the Contractor required to do so?	Respondents are not required to provide Energy storage systems if awarded the Lease. See response to Question #1.
32 If energy is produced at a site exceeding the requirements of a site's contract requirements, is the Contractor permitted to sell it to another source/user or will the State consider itself to be the owner of all power generated at each site?	No. The awarded Respondent is not permitted to sell to Energy to another source.
33 Is there a priority listing for sites which must be completed first or in a designated order?	No.
34 In Attachment 6.6, the Pro Forma Lease, Section D.5. has a termination for convenience provision after the expiration of six years after the "Effective Date." Section D.5.(b). provides that "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..." Section A.12. only provides that the "State shall reimburse the Lessor for the reasonable costs of remove the Equipment at the relevant Site to which the termination for convenience applies." This provision without modification will result in the Lessor having difficulty in financing the project. Will the State agree to modify Section D.5. to reimburse the Lessor for unamortized capital costs in the events of termination for convenience?	No. See response to Question 16. See also, response to Question 18.

QUESTION / COMMENT	STATE RESPONSE
<p>35 RFP Section 5.2.3 related to Clarifications and Negotiations. Under this provision, for the best evaluated respondent, would the State be willing to negotiate a more efficient, cost effective approach such as the “Island Mode” concept as part of Lease Agreement negotiations?</p>	<p>No. See responses to Questions 1 and 15.</p>
<p>36 “Attachment 6, System Specifications”. Section 1 - Photovoltaic Panels</p> <p>All listed items under this section will provide a good quality system. As to line 3 though, you are requiring a minimum output efficiency warranty of 82% after year 25. This requirement can be met if that was your intent using some of the high end 30 year panels, which will produce 85% or greater at year 25. Most of today’s standard panels are going to be producing just over 80% at year 25. If it was not your intent to require the higher end panels, then I would suggest reducing this requirement to 80% which would reduce the cost of the install and the price that you will receive for your kwh’s.</p>	<p>The State will not change the minimum output efficiency warranty of 82%. The State is interested in an installation with the highest long term cost savings and equipment longevity. It is the State’s assumption that higher quality equipment will produce better long term value over the life of the installation, both during the term of the lease and beyond.</p>
<p>37 “Attachment 6, System Specifications”. Section 3 – Islanding</p> <p>There was lots of discussion covering the “Islanding Requirement” during our site visits. I truly think that this is the direction that the State should go, especially at the TDOC sites, but I do not believe that this is the time and it should be considered at a later date or phase. Due to the multiple sites and all having different requirements to allow islanding, I feel that we do not have enough time to complete all studies needed to provide a good build of systems that are needed. As we had discussed, it should not be an issue to develop the proposed systems with the planning and intent to allow for islanding at a later time, so it can be set up properly.</p>	<p>See response to Question 1.</p>
<p>38 “Attachment 6, System Specifications”. Section 5 – Area Requirements</p> <p>During our site visits, it was seen that there would need to be some possible changes as to the placement of the system sites. Some just need to be larger due to the contour of the land, others may need to be built within another area due to the site owner’s needs. Listed below are our suggestions for each site.</p>	<p>See Amendment 2, Attachment 3.1 Where noted, revisions to Pro forma Lease Attachment 6 have been made to permit overhead transmission lines. Such revisions are reflected in the revised version of RFP Amendment 2, Pro Forma Lease, Attachment 6. Revisions to the site locations are as follows:</p> <p>Riverbend & Lois M. DeBerry</p>

QUESTION / COMMENT	STATE RESPONSE
<p>Riverbend & Lois M. DeBerry – The established area is fine but would need to be expanded eastward within the open area, this should allow for all of the array to be on level ground and place the interconnection points closer to the array reducing cost. Interconnection should allow for overhead instead of underground as this would improve pricing to State.</p> <p>Bledsoe County Correctional Complex – The established area appears fine but may need expanding into the adjoining areas. State may consider allowing additional site after location of all meters within complex, which might reduce cost. Interconnection should allow for overhead instead of underground as this would improve pricing to State.</p> <p>Northeast Correctional Complex – After discussion during site visit and at TDOC's request the site should be moved to the eastern side of the complex, within the long narrow section with the allowance to use the connected area on the northern side if needed. There may be a need to remove a few trees along the southeast corner to prevent shading. This should be a good build area and should handle the size of the array. Interconnection should allow for overhead instead of underground as this would improve pricing to State.</p> <p>Northwest Correctional Complex – The established area should work, but with TDOC requesting to retain the graveled area and the infra-red sensor line along the east side of the site it may need to be expanded into the northern connected area along the east side of the complex. There will be a need to remove the tree line along the southern edge of the array site to prevent shading. Interconnection should allow overhead instead of underground as this would improve pricing to State.</p> <p>West Tennessee State Penitentiary – After discussion during site visit and with TDOC's request to move the site to the southern side of the complex, I feel this would be a better placement and should be used due to its proximity to the meter and lay of the land. Also the new site has no use at this time but the original proposed site is being used for agriculture. Interconnection should allow for overhead instead of underground as this</p>	<p>See RFP Amendment 3, Attachment 3.1. This Site will expand eastward as noted to take advantage of level ground. Overhead transmission lines will be acceptable.</p> <p>Bledsoe County Correctional Complex See RFP Amendment 3, Attachment 3.1. . Overhead transmission lines will be acceptable.</p> <p>Northeast Correctional Complex See RFP Amendment 3, Attachment 3.1. Tree removal will be approved by the facility. Overhead transmission lines will be acceptable.</p> <p>Northwest Correctional Complex See RFP Amendment 3, Attachment 3.1. Tree removal will be approved by the facility. Overhead transmission lines will be acceptable.</p> <p>West Tennessee State Penitentiary See RFP Amendment 3, Attachment 3.1. Tree removal will be approved by the facility. Overhead transmission lines will be acceptable.</p> <p>Morgan County Correctional Complex Overhead transmission lines will be acceptable.</p> <p>Turney Center Industrial Complex Overhead transmission lines will be acceptable.</p> <p>Tennessee Prison for Women See RFP Amendment 3, Attachment 3.1. Overhead transmission lines will be acceptable.</p> <p>Porter Lab See RFP Amendment 3, Attachment 3.1. Overhead transmission lines will be acceptable.</p> <p>TWRA See RFP Amendment 3, Attachment 3.1. Tree removal will be approved by the facility.</p> <p>Metro Center Complex See RFP Amendment 3, Attachment 3.1. Tree removal will be approved by the facility. The wiring will be allowed to be routed over the roof of the building, but no roof penetrations or wires laid upon the roof are acceptable. Additionally, any wires suspended over the roof must be done to acceptable NEC clearances.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>would improve pricing to State.</p> <p>Morgan County Correctional Complex - The proposed site area should be fine and allow for additional area if needed. Interconnection should allow for overhead as this would improve pricing to State.</p> <p>Turney Center Industrial Complex – The proposed site for build is fine and has not issues. Interconnection should allow overhead as this would improve pricing to State.</p> <p>Tennessee Prison for Women – The proposed site for build is fine and has no issues and will allow for additional area if needed toward the northwest if needed. Interconnection should allow overhead as this would improve pricing to State.</p> <p>Porter Lab – The proposed site for build is fine and has no issues. Two options were discussed during our site visit, (1) build within the same field with a narrow array along all of the northern side and building within the adjoining field toward the west. Either of the options would work and can be considered. Interconnection should allow overhead instead of underground as this would improve pricing to State.</p> <p>TWRA – The proposed site after review does have some issues but should be able to be worked out. I feel that the canopy requirement should be removed from this site, as there is not enough room for canopy only and it would increase the cost of build to the point that it would not allow for a effective price quote for the State. I believe the better option would be to allow the array to be built within the southern open area of the complex (ground mount) which would require only a few trees to be removed to prevent shading. If this area is not large enough then the addition of placing a roof mount system on the smaller building on the north side and including a new roof before build would be acceptable. Allowing this change would provide a better build and pricing for the project.</p> <p>Metro Center Complex – The proposed site does have some challenges but can be developed into a good project. After consideration and discussion I believe that the best option for this build would be to construct an overhead canopy system within the</p>	<p>R. S. Gass Complex See RFP Amendment 3, Attachment 3.1. Tree removal will be approved.</p> <p>Middle Tennessee Mental Health Institute See RFP Amendment 3, Attachment 3.1. Tree removal will be approved by the facility. The wiring will be underground.</p> <p>Western Mental Health Institute See RFP Amendment 3, Attachment 3.1. Tree removal will be approved by the facility. Overhead transmission lines will be acceptable.</p> <p>Tennessee School for the Deaf See RFP Amendment 3, Attachment 3.1. The State has removed this Site.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>westward parking lot. The canopy should start at the southern end of the parking area, covering the two center parking lines including the island and probably will extend to about where the island ends toward the north. The reasoning for starting toward the front is that the complex is using the rear area as a drive through for trucks and if we built to the back this would be cut off. Also, during our visit it was obvious that more people are using the front of the lot than the rear, so the canopy would have a higher use. The canopy area provided should allow for enough area to build the needed system. Also to keep the cost down I request that we be allowed to travel the interconnection lines across the roof of the building to the electrical area. If all this is allowed it should allow for a price that could be acceptable for all.</p> <p>R. S. Gass Complex – The proposed field site should work fine and has little issues. There would be a need to remove the trees along the southern side of the site to prevent shading. These are about six trees along roadway, on array side between array and TDEC building. As to the interconnection wiring between the array and the five requested building. This site is an older complex and will have numerous underground utilities. There are areas within the complex now that already have a moderate amount of overhead poles with wiring. For this reason I feel that the underground requirement should be removed and allow for overhead. The cost of placing utilities underground is almost double the price of overhead and I believe that requiring it within this complex would price the project beyond what would be acceptable. If allowed the overhead should be able to be placed in areas that would not have impact on the appearance of the complex.</p> <p>Middle Tennessee Mental Health Institute – The proposed site has no issues and there is room allowed for expansion if needed. Site should be a good project.</p> <p>Western Mental Health Institute – After review and discussion the proposed site will allow for part of the array build but there may be a need to expand into the other grassy areas within the southern side of the complex. This is due to the topography of the site. With there being three meters on the campus this may actually work better, the smaller arrays</p>	

QUESTION / COMMENT	STATE RESPONSE
<p>can be build close to their meter. Please allow for this change. Interconnection should allow for partial overhead instead of underground as this would improve pricing to State.</p> <p>Tennessee School for the Deaf – The proposed build site will not allow for a proper build of system. It was apparent during our discussions that there is not another option of available land use for construction. It is our recommendation that this site be pulled from the RFP and be placed under a different project, maybe alone. The complex bid needs to include roof top arrays on all or most building and place each under the GPP program under TVA. There a ways to do this either with State funding or third party investment.</p>	
<p>39 “Attachment 6, System Specifications”. Section 6 – Pad Mounting vs. Raised</p> <p>Covered in above discussion within Section 5.</p>	<p>See revised Attachment 6 of the Pro forma Lease.</p>
<p>40 “Attachment 6, System Specifications”. Section 7 – Interconnection</p> <p>As discussed within section 5 above, allowing for overhead instead of below grade on the projects that would allow, would reduce the price of build and allow the State to receive a better price per kwh generated. There are four sites TWRA, Metro Center, Middle Tennessee Mental Health and Western Mental Health (partial) that obviously need below grade interconnection but the remainder of the site all already have overhead wiring. Most of these are TDOC and they stated that they had no issue with it. I truly believe that if the State would allow overhead were acceptable, then this would allow for a total blended price that would make the project a go, if not it may kill the total project.</p> <p>As to all sites that have multiple meters, it would be beneficial if the State could provide the required needed capacity for each meter within that complex. (a breakdown of the total size) This would help in calculating cost, as there may be a need for additional wiring runs within the same complex</p>	<p>See response to Question 38. As to the remainder of this question, see RFP Amendment 2, Attachment 3.1.</p>
<p>41 Can you provide clarification whether the following will be required and who they will be submitted to for review:</p> <ul style="list-style-type: none"> • Property Survey (showing identified site 	<p>Pursuant to Pro forma Lease Section A.3, the awarded Respondent should direct all correspondence to the State Project Manager</p>

QUESTION / COMMENT	STATE RESPONSE
<p>location proposed for use of system and to be described in the lease.</p> <ul style="list-style-type: none"> • Construction Survey (existing site conditions) • Geo-technical study requirements (clarifying what we expect vs. required) • Design plan approvals per each site • As Builts (will they be required for each of the site locations). 	<p>(contact information in Pro forma Lease Section D.2) as follows:</p> <ul style="list-style-type: none"> • Property Survey A property survey showing existing property boundaries and proposed solar installation location will be required before construction may begin. • Construction Survey A construction survey should be completed by the awarded Respondent to verify existing conditions. All information should be field verified by the awarded Respondent before construction begins. • Geo-technical study The State is not requiring a geo-technical study, but it is highly recommended. No changes to the Lease will be allowed after the award. • Design plan approvals Design plan approvals including field location, equipment specifications and interconnection plans shall be submitted before construction begins • As Builts As builts showing field installation, equipment specifications, wire routing and interconnection shall be provided for each Site.
<p>42 For those respondents who may have been inadvertently left off the initial notice of release of this RFP, will the State consider an equitable extension to the proposal due date?</p>	<p>No. The RFP was publicly posted, therefore the marketplace has had adequate notice of the RFP. No extensions will be granted.</p>
<p>43 Is the State open to utilizing a lease document other than that which is provided, as long as the intent of the material sections of the provided document are included?</p>	<p>No.</p>
<p>44 For standardization of project cost and pricing models among all bidders, can the State please clarify the following:</p> <ol style="list-style-type: none"> a. Since the solar facilities will be built on tax exempt state property, will the solar affiliated equipment also be consider exempt from any property tax liability? b. Are there prevailing wage requirements on these projects? 	<ol style="list-style-type: none"> a. No. b. No
<p>45 In many instances Environmental Incentives are tied to ownership of the Environmental Attributes. In Sections A13 and A14 of the Lease Pro Forma the ownership of each of these is designated to a different party. What is the intent of this language? Is the State willing to work with the awarded party to clarify</p>	<p>The awarded Respondent is entitled to take advantage of any tax incentives associated with the project. The state will retain ownership of the REC's and any other associated Environmental Attributes.</p>

QUESTION / COMMENT	STATE RESPONSE
the distribution of these typically co-mingled assets?	
<p>46 Islanding: Design of a solar microgrid as described requires detailed information about the characteristics of the generators, loads, and functions of the microgrid. The information provided with the RFP is insufficient to accurately design and cost a microgrid for each site.</p> <p>a. We request that the State modify this term to require microgrid-ready inverters, rather than full solar microgrids.</p>	See response to Question 1.
<p>47 Barbed Wire: The RFP states that 8' tall fence with barbed wire should be installed around pad mounted BOS at TN Dept. of Correction and TN Dept. of Mental Health & Substance Abuse Services.</p> <p>Is this a requirement for the entire array at these sites or just the pad mounted equipment?</p>	See response to Question 11.
<p>48 Modules: "Attachment 6 - System Specification" requests modules with output efficiency of 82% after 25 years. Industry standard is 80% after 25 years. Is this acceptable?</p>	See response to Question 36.
<p>49 Interconnection Points: RFP pdf page 2 states: <i>"The State intends to publish an updated RFP Attachment 3.1 prior to the State Response to Written Questions & Comments specifying Delivery Point locations."</i> Please verify that a more detailed version of Attachment 3.1 designating specific delivery points will be distributed prior to October 23, 2016.</p>	See response to Question 10.
<p>50 RFP Document: Can the State of Tennessee please provide a MS Word version of the RFP to facilitate with the incorporation of the evaluation guides into the table of contents of the proposal?</p>	Yes. A Word version of the RFP will be provided upon request.
<p>51 General Contractor License: On page 20 of the RFP, item A.6. lists Tennessee General Contractors License as one of the required licenses for the project. Is this referring to the Commercial BC (Building Contractor) license?</p>	Yes.
<p>52 Prime Contractor License: Can the State of Tennessee please confirm whether a Prime CE license for Electrical Contracting is sufficient for a Respondent to bid as the prime</p>	Yes if permissible under the Contractor's Licensing Law (TCA §62-6-101 et seq).

QUESTION / COMMENT	STATE RESPONSE
contractor for this solar project?	
53 Has the scope of the RFP been changed to not include the islanding and micro grid technologies and capabilities?	See response to Question 1.
54 Proposed Lease, page 3, section A.3.b. (II) – Will this change to the discussed criteria of 6ft chain link fence with three strand barbed wire outriggers? Also can this be used at all sites for leased asset perimeter fencing?	See response to Question 11.
55 Proposed Lease, page 4, section A.5. – If the scope of the RFP has been changed, has the scope of minimum collected data been changed? And if so, what changes are there?	No, the minimum collected data has not changed.
56 Proposed Lease, page 5, section A.9. – Does the lease allow for the exclusion of a particular site(s), if unable to obtain a required permit for reasons outside of the lessor control and preventing the successful construction of the associated lease assets?	No. See response to Questions 9 and 21. The State has sovereign immunity from laws, ordinances, rules, regulations and orders of local governments in the State. While the Contractor is required to apply and pay for all necessary permits and should obtain all necessary permits wherever possible as if the State had no such immunity, delay or denial of a local permit shall not excuse performance. Delays or denials in permit issuance should be reported to the State.
57 Proposed Lease, page 6, section B – Will the State consider a lease term of 30 years?	No.
58 Proposed Lease, attachment 3.1, Site and Delivery Point Locations – Can the respondent provide alternative Site Location sketches which allow for the adequate site perimeter to deliver the target generation, utilizing the respondent proposed technologies such as tracker systems and other factors, including the terrain and service point locations as identified during the site visits?	No. The State may, in its sole discretion, allow for minor variations of the boundaries of the Generating Facilities, after award, if necessary to accommodate the design.
59 Proposed Lease, attachment 6, Islanding - Are these system specifications still appropriate and required?	See response to Question 1.
60 Proposed Lease, attachment 6, Interconnection – Can you provide more clarification concerning the requirement for underground connections between the generation facility site perimeter and each service connection point? As discussed at site visits, using pole mounted connections are a significant technical and cost consideration at	See response to Question 38.

QUESTION / COMMENT	STATE RESPONSE
the majority of sites.	
61 As discussed at the site visits, can the installed height of solar panel arrays be as low to the ground as 2ft from the ground and as high as engineered specifications require?	Yes.
62 Can the small field in front (south) of the TWRA building be utilized for a small ground mounted system to supplement the proposed elevated carport structure site behind (north) of the TWRA building?	The TWRA building will be changed to only the field in front of the building. The carport structure is being removed from the requirements. See response to Question 38 for proposed location and the revised Attachment 3.1 Site and Delivery Point Locations.
63 Can the small areas (grassy areas) located west and southwest of the proposed site at the R.S. Gass complex be utilized to supplement the generation to meet the requirements of all the proposed service connection points at this site?	See Question 38 and the revised Attachment 3.1 Site and Delivery Point Locations.
64 Proposed Lease, page 7, section C.3.(b) – Because of the inherent variability of solar generation on a day to day, year to year basis, of as much as a +/- 10%, a respondent will necessarily have to under estimate the statistically predicted generation of each site due to the provisions of the section to only penalize for under generation and not compensate for over generation. We would suggest that the Yearly True Up provision should allow for the offset of annual under production with annual over production. Perhaps with a three year rolling calculation, with a final true up at the end of the lease term. This or a similar provision should increase the lease value to the state by a material amount.	Without obligation, the State is amenable to considering a mutually agreed upon credit as part of the true up process in the event the system produces a surplus of Energy in a given year during the Term. While the State feels that Pro Forma Lease, Section C.3.(b) is fair to an awarded Respondent, the State will nonetheless entertain suggested revisions to this section. Respondents wishing to propose revisions to the current termination for convenience in the Pro Forma Lease may do so if they send them in writing to the State by the time prescribed in the RFP amendment 3, Schedule of Events. Based on the responses it receives, the State will respond with a revised Pro Forma Lease by the time prescribed in the Schedule of Events.
65 Based upon our discussions at the Tennessee School for the Deaf, we believe that there is not a suitable site for a ground mounted system to meet the objectives of this site.	See response to Question 17.
66 Based upon a preliminary analysis of the available siting, size of the system, connection points, requirement of underground service connections, we believe that the cost of the site at the Western Mental Health Institute will not meet the target pricing objectives of the RFP.	See revised Attachment 3.1 Site and Delivery Point Locations and response to Question 38.
67 As discussed at the sites, can the installed height of solar panel arrays be as low to the ground as 2ft from the ground and as high as engineered specifications require?	See response to Question 61.

QUESTION / COMMENT	STATE RESPONSE

3. Delete RFP Attachment 3.1 in its entirety and replace with revised Attachment 3.1 (attached).
4. Delete RFP Attachment 6.3 in its entirety and replaced with revised Attachment 6.3 (attached).
5. Add new documents to Attachment 4, to include Mental Health and Developmental Disabilities Project Procedures and Detention Project Procedures.
6. Delete RFP Pro Forma Lease Attachments 5 and 6 and replace with revised Attachments 5 and 6 (attached). (any sentence or paragraph containing revised or new text is highlighted).
7. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.