



STATE OF TENNESSEE
DEPARTMENT OF GENERAL SERVICES

REQUEST FOR PROPOSALS # 460/000-06-2015
AMENDMENT # Seven
FOR Power Purchase Agreement (“PPA”) RFP

DATE: August 4, 2016

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

1. This RFP Schedule of Events updates and confirms scheduled RFP dates.

	EVENT	TIME (Central Time)	DATE	UPDATED / CONFIRMED
1	RFP Issued		June 15, 2016	Confirmed
2	Disability Accommodation Request Deadline		June 17, 2016	Confirmed
3	Pre-response Conference	1:30 p.m.	June 23, 2016	Confirmed
4	Notice of Intent to Respond Deadline		June 24, 2016	Confirmed
5	Site Visits		June 27 – June 30, 2016 & July 6 – July 8, 2016	Confirmed
6	Written “Questions & Comments” Deadline	2:00 p.m.	July 18, 2016	Confirmed
7	State Response to Written “Questions & Comments”		Aug 4, 2016	Confirmed
8	Response Deadline	2:00 p.m.	Aug 16, 2016	Confirmed
9	State Completion of Technical Response Evaluations (Part One)		Aug 23, 2016	Confirmed
10	Notification Short Listed Respondents to Interview		Aug 23, 2016	Confirmed
11	Interviews		Aug 30 – Sept 1, 2016	Confirmed
12	State Completion of Technical Response Evaluations (Part Two – Interviews) and Final Technical Score		Sept 1, 2016	Confirmed
13	State Opening & Ranking of Cost Proposals		Sept 2, 2016	Confirmed
14	Negotiations (at the State’s discretion)		Sept 6 – Sept 8, 2016	Confirmed

	EVENT	TIME (Central Time)	DATE	UPDATED / CONFIRMED
15	State determination of Respondent to recommend and Notice of Intent to Award Released and RFP Files Opened for Public Inspection		Sept 8, 2016	Confirmed
16	Executive Sub-Committee (ESC) Approval Sought		Sept 19, 2016	Confirmed
17	State Sends Contract to Contractor for Signature		Sept 19, 2016	Confirmed
18	Contractor Signature Deadline		Sept 28, 2016	Confirmed

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	What is the expected Commercial Operation Date for the projects?	The Contractor will be paid as soon as the State accepts a Site as "Go-Live" in accordance with A.4. of the <i>Pro Forma</i> Contract. All sites must be completed by December 31, 2017. See revised Section A.4. of the <i>Pro Forma</i> Contract.
2	Is it possible to install solar outside the yellow line boundaries provided in the maps? For instance, the Ellington Agricultural Center has a yellow boomerang shape, but it appears that there is open land outside of the shape. Are we meant to only install within the yellow lines or is there flexibility?	Some installation outside the boundaries is allowable. The boundaries are meant to be a general installation area, and should be used as closely as possible. Significant deviation from boundaries may result in proposals being deemed non-responsive.
3	I've tried to match utility tariff rates to the rates provided in the Cost Proposal workbook and am having a difficult time tracing how DGS determined energy and demand charges. Can DGS elaborate on how they arrived at these rates?	The energy and demand charges were based off of actual utility bills, and do not include customer charges.
4	Are the interconnection points at a piece of switch gear or being tied directly to the utility? a. Switch gear ties i. What is the switchgear voltage? 480? 208? ii. What is the bus amperage of the gear? iii. Is there a free breaker space at the end of the bus for interconnecting the solar? b. Direct utility drop i. Is virtual net metering available? ii. How will you offset	a. i. The voltage will vary at each site, and the respondent should have attended the site visits in order to obtain necessary information regarding switchgear. Additional information was included in the OwnCloud site (provided to those that submitted a Notice of Intent to Respond). ii. The amperage will vary at each site, and the Respondent should attend site visits in order to obtain necessary information regarding switchgear. iii. The breaker space will vary at each site, and the Respondent should attend site visits in order to obtain necessary information regarding switchgear. b. i. TVA does not currently allow virtual net metering. ii. Appropriate power will need to be routed to each

QUESTION / COMMENT	STATE RESPONSE
<p>the multiple meters from a single tie-in point?</p> <p>iii. Who will be providing the utility switchgear drop? Do we need to include in pricing?</p> <p>iv. Is there a set cost from the utility for each drop?</p> <p>v. Is there a specification from the utility as to what they are providing at each drop?</p>	<p>meter.</p> <p>iii. The Respondent is responsible for all costs and shall coordinate with the utility company.</p> <p>iv. The Respondent should contact the utilities for pricing and specifications.</p> <p>v. The Respondent should contact the utilities for pricing and specifications.</p>
<p>5 Is it safe to assume that where the “stars” are located on the aerials is where the facility prefers the interconnect to take place?</p>	<p>Where the “stars” are located on the aerials is the interconnection point, there is no other place where it can occur.</p>
<p>6 We noticed in the system specifications portion of the RFP that it stated “sites marked on attachment 3.1 with a note are required to have raised generating facilities”. Can you confirm if attachment “3” is the referenced attached “3.1”</p> <p>If so can you confirm that none of the sites are required to have raised generating facilities?</p>	<p>Please refer to item #3 of this RFP Amendment Seven below with the revised <i>Pro Forma</i> Contract and attachments.</p> <p>The correct reference should be <i>Pro Forma</i> Contract Attachment 3.</p> <p>Western Mental Health will require raised generating facilities. Please see revised <i>Pro Forma</i> Contract Attachment 3 – Site and Delivery Point Locations.</p>
<p>7 During our site visits there was discussion as to: Would it be possible to consider modifying the field site for the arrays at the R. S. Gass complex. This would pertain to the TBI building. I would like the State to consider allowing the 640 Kw array to supply the TBI to be moved closer. There appears to be enough property to allow tree removal and development of the project at the southern corner of the building, just west of the lower parking area. The terrain appears to be facing the correct slope from google. If this was allowed, I firmly believe that it would provide a cost reduction for the State during bidding by allowing for less under ground interconnect,</p>	<p>The portion of the field serving the TBI building may be built on the south side of the facility.</p> <p>Please see revised <i>Pro Forma</i> Contract Attachment 3 – Site and Delivery Point Locations.</p>
<p>8 Is there any ability to propose a project that exceeds the yellow footprint in the RFP in order to hit the AC capacity required in the RFP? This is specifically in reference to the Northeast Correctional Facility.</p>	<p>There is some additional space to the east of the yellow box that is shown, and possibly a bit farther north. See also response to question #2 above.</p>
<p>9 During our site visit at Western Mental Health there was discussion considering replacement / updating the substation which is supplied by meter # 16433965. (the older system) It appears the transformers and equipment for this substation are antiquated and near there useful period. Would the state consider adding the substation replacement into this project. This would provide a better and more reliable system for the complex and the new solar energy to be feed into.</p>	<p>Meter number 2 – E16433965 has been removed from the project. The substation will not be utilized as part of this project.</p>

QUESTION / COMMENT	STATE RESPONSE
10 PPA A.11, C1. - Our pricing requires that Property Tax is payable exclusively by Purchaser.	There are no revisions to the <i>Pro Forma</i> Contract based on this comment.
11 PPA A.13 - Our financing requires that Tax benefits, in particular the ITC, are allocated to Seller.	Please see the revised definitions of Environmental Attributes and Environmental Incentives on p. 2 of the <i>Pro Forma</i> Contract. Under section A.11. of the <i>Pro Forma</i> Contract, Environmental Incentives remain with the Seller. Under section A.13. of the <i>Pro Forma</i> Contract, Environmental Attributes remain with the State.
12 PPA A.13 - Our financing requires that Government Incentives (PBIs, Rebates, RECs, SRECs) remain with Seller.	Please see the revised definitions of Environmental Attributes and Environmental Incentives on p. 2 of the <i>Pro Forma</i> Contract. Under section A.11. of the <i>Pro Forma</i> Contract, Environmental Incentives remain with the Seller. Under section A.13. of the <i>Pro Forma</i> Contract, Environmental Attributes remain with the State.
13 PPA A.7.c - Our financing requires that there is nothing in the PPA/Lease that allows Purchaser to interrupt or interfere with System operation, excepting outages allowed for in the form.	Refer to amended <i>Pro Forma</i> Contract A.7.c.
14 PPA A.7.c - Our financing requires that if the Purchaser interrupts generation for longer than the outage allowance, the Purchaser must pay for lost revenue, including tax benefits, environmental attributes and incentives.	Refer to amended <i>Pro Forma</i> Contract A.7.c.
15 PPA A.8, Attachment 9 - Our financing requires that Purchaser is obligated to keep the System free and clear of all liens.	Please see response to question 10 and section A.10. of the <i>Pro Forma</i> Contract.
16 PPA B.a.- Our financing requires that the initial term cannot exceed not exceed 20 years after COD but we can include up to three (3) additional terms of five (5) years each.	There are no revisions to the <i>Pro Forma</i> Contract based on this comment.
17 PPA C.2.c.1 - Compensation for underperformance will be dealt with in a separate performance guarantee.	Section C.2.c.1. of the <i>Pro Forma</i> Contract sets forth the State's delivery obligation requirements.
18 PPA C.7, D.22(a) - Our financing requires that Purchaser has no unusual rights to suspend or offset payments.	There are no revisions to the <i>Pro Forma</i> Contract based on this comment.
19 PPA D.4 - Our financing requires that there is no non-appropriation language.	There are no revisions to the <i>Pro Forma</i> Contract based on this comment.
20 PPA: D.7, License: Att. 9, S.8 - Our financing requires that the PPA is freely assignable by Seller.	Refer to amended section D.7. of the <i>Pro Forma</i> Contract.
21 PPA D.16 - Note that certain consequential and indirect damages will be included in the calculation of the Termination Payment.	There are no revisions to the <i>Pro Forma</i> Contract based on this comment.
22 PPA D.17 - This provision only provides for indemnity by Seller. Purchaser's indemnity obligations are not decreased or eliminated (except for limited statutory limitations on governments).	There are no revisions to the <i>Pro Forma</i> Contract based on this comment.
23 PPA D.18, E.2 – [Seller] Risk to review insurance/bond provisions.	There are no revisions to the <i>Pro Forma</i> Contract based on this comment.
24 PPA D.22 - Our financing requires that Force Majeure includes: "the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); any Change in Law that makes it unlawful, impossible or materially impracticable for Seller to perform under this	There are no revisions to the <i>Pro Forma</i> Contract based on this comment.

QUESTION / COMMENT	STATE RESPONSE
<p>Agreement; unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.” (Extract from [Seller] form)</p>	
<p>25 PPA D.22(a) - Our financing requires that the Purchaser has to pay even in an FM event.</p>	<p>There are no revisions to the <i>Pro Forma</i> Contract based on this comment.</p>
<p>26 PPA Attachment 2 - Our financing requires that the purchase option right is not open ended but rather limited to specified years, such as at the end of year 6 and 10.</p>	<p>There are no revisions to the <i>Pro Forma</i> Contract based on this comment.</p>
<p>27 PPA Attachment 2 - Our financing requires that the purchase price is calculated as the greater (i) the Termination Payment or (ii) the FMV.</p>	<p>There are no revisions to the <i>Pro Forma</i> Contract based on this comment.</p>
<p>28 <u>Issues not addressed in PPA:</u></p> <ul style="list-style-type: none"> • Customary representations and warranties are included. • It is a Purchaser Default to fail to pay any amount due under the PPA. • It is a Purchaser Default to fail to perform any material obligation under the PPA/Lease. • Inaccuracy of any representation or warranty is a Purchaser Default. • Insolvency or bankruptcy of the Purchaser is a Purchaser Default. • Purchaser’s loss of its rights to occupy and enjoy the Premises is a Default. • If there is a Purchaser Default, for a payment default, Seller can suspend performance and for any other Default (including a payment Default) pursue any remedy under the agreement/at law/in equity. • Purchaser is responsible for maintaining the facility for which the energy is used. • Purchaser is responsible for security of the solar installation • The PPA is described as a “Service Contract” under Section 7701(3) of the Code. • Purchaser has no right to prepay. • Inclusion of certain conditions precedent to Seller’s performance • The PPA requires payment in U.S. dollars. 	<p>D.6. of the <i>Pro Forma</i> Contract has been amended.</p> <p>There are no other revisions to the <i>Pro Forma</i> Contract based on this comment.</p>
<p>29 Generally speaking is it okay to assume our engineers can exceed the yellow outline within reason to hit the AC capacity requested in the RFP? Specifically, in regards to the RS Gass Complex – is there room to expand East or West outside of the yellow boundary? In order for the capacity to be met (while obeying setback regulations) we would need to exceed the yellow line either East</p>	<p>Refer to response to question #2 above.</p>

QUESTION / COMMENT	STATE RESPONSE
or West.	
<p>30 I have questions regarding Western Mental Health;</p> <ol style="list-style-type: none"> 1) The RFP refers to two meters (490KW AC & 658KW AC) – can you please clarify which meter goes to which building. 2) There are two potential sites and they are separated by a road. Can a subarray for one of the meters include portions of both sites? Basically, must a subarray be completely with one of the identified areas? 3) The topography on site 1 slopes to a degree where solar cannot be installed on at least 50% of the parcel. Can we provide layouts on the parcels outlined in yellow (please see attached) in order to meet the capacity required on this facility? If not, will respondents get disqualified if they do not meet the required capacity? 4) There are powerlines that run through both parcels 1 & 2, can solar be installed underneath these utility wires, or is there a setback required? Are these utility wires owned by the Utility company or by the State (land owner)? Can we (the developer) move the utility poles? 	<ol style="list-style-type: none"> 1) Meter 1 – E14985214 is the 490 kW load. Meter 2 – E16433965 is the 168 kW load. 2) Meter number 2 – E16433965 has been removed from the project. 3) The yellow box on the east side has utility tunnels underneath it and is not an optimal installation area. The RFP has been revised to require raised generating facilities to meet the load requirements for Meter 1 – E14985214 that serves the new hospital. (Refer to RFP Amendment Seven, Exhibit B, for topography map). 4) The power lines are state owned however, Meter 2 has been removed from the RFP and the installation serving Meter 1 shall be a parking structure.
<p>31 Once again thank you for the additional data on OwnCloud. The only facilities outstanding regarding interval data are;</p> <ul style="list-style-type: none"> - Northwest Correctional Complex (all of it is missing) – To receive storage pricing there needs to be some, if not all interval data. - Northeast Correctional Complex (Only 5 months have been provided so far) - RS Gass Plant (Only 4 months have been provided so far) 	<p>We do not have any interval data for Northwest.</p> <p>We have included all the additional data for Northeast that we have.</p> <p>Four months is all that we have for the entire RS Gass complex, with the exception of TBI.</p>
<p>32 Section A12: Duration of removal period to be further discussed. 60-90 days would be more realistic.</p>	<p>Please see amended A.12. of the <i>Pro Forma</i> Contract.</p>
<p>33 Section D6.a: 30-day cure period for Contractor Breach Condition should be extendable to at least 60 and preferably 90 days so long as Contractor is diligently pursuing a cure.</p>	<p>Please see amended D.6. of the <i>Pro Forma</i> Contract.</p>
<p>34 Section D7.A: A potential proposer will be engaging a third party construction contractor and an affiliated asset manager and O&M provider. Is this provision meant to require State approval of such engagements?</p>	<p>Yes, this provision is meant to require State approval of contract assignments and subcontracts. Please see amended D.7. of the <i>Pro Forma</i> Contract.</p>
<p>35 Section E3: We will not be the entity that will be a licensed construction contractor, engineer, etc.,</p>	<p>Refer to amended section E.3. of the <i>Pro Forma</i> Contract.</p>

QUESTION / COMMENT	STATE RESPONSE
<p>but we will have such work performed by properly licensed third parties.</p>	
<p>36 RS Gass Complex: Current Annual Energy Usage (kWh): 488,160 kWh, Current Annual Energy Cost (\$): \$50,474.53 Current Assumption Rate (\$/kWh): \$0.0799 per kWh</p> <p>$\\$50,474.53/488,160 \text{ kWh} = \\0.1034 per kWh and not \$0.0799.</p> <p>It appears that \$0.0799 per kWh could be correct but then one of the other parameters is wrong.</p>	<p>The Current Consumption Rate of \$0.0799 is correct. The cost of electricity consumed is \$38,998.11. RFP Attachment 6.3., Cost Proposal, has been revised. (Refer to item #4 of this RFP Amendment Seven below).</p>
<p>37 GS - TDCE : Current Annual Energy Usage (kWh): 485,520 kWh, Current Annual Energy Cost (\$): \$53,852.42 Current Assumption Rate (\$/kWh): \$0.0802 per kWh</p> <p>$\\$53,852.42/485,520 \text{ kWh} = \\0.1109 per kWh and not \$0.0802</p> <p>It appears that \$0.0802 per kWh could be correct but then one of the other parameters is wrong.</p>	<p>The Current Consumption Rate of \$0.0802 is correct. The cost of electricity consumed is \$38,943.57. RFP Attachment 6.3., Cost Proposal, has been revised. (Refer to item #4 of this RFP Amendment Seven below).</p>
<p>38 Western Mental Health Meter 1: Current Annual Energy Usage (kWh): 4,239,936 kWh, Current Annual Energy Cost (\$): \$411,286.53 Current Assumption Rate (\$/kWh): \$0.0565 per kWh</p> <p>$\\$411,286.53/4,239,936 \text{ kWh} = \\0.097 per kWh and not \$0.0565</p> <p>It appears that \$0.0565 per kWh is too low compared to the other sites. It is unclear which parameter could be wrong.</p>	<p>The current Assumption Rate is based on the utilities posted rates. The data from the utility bills is not broken out by consumption and demand. The WMH Aggregate Bills spreadsheet on the OwnCloud site (provided to those that submitted a Notice of Intent to Respond) was revised to reflect this. The assumed rates are accurate.</p>
<p>39 Western Mental Health Meter 2: Current Annual Energy Usage (kWh): 1,294,800 kWh, Current Annual Energy Cost (\$): \$138,088.40 Current Assumption Rate (\$/kWh): \$0.0565 per kWh</p> <p>$\\$411,286.53/4,239,936 \text{ kWh} = \\0.1066 per kWh and not \$0.0565.</p> <p>It appears that \$0.0565 per kWh is too low compared to the other sites. It is unclear which parameter could be wrong.</p> <p>It appears that in the template, Western Mental Health is divided into two meters while Attachment 3 in the bidding document (page 68/117) shows only information in aggregate.</p>	<p>This meter has been removed from the project.</p>

QUESTION / COMMENT	STATE RESPONSE
Attachment 3 should also separate the aggregate information by meter.	
40 Will the State accept a 20-year PPA term with the option for 5-year renewals following the initial term.	No.
41 Regarding Attachment 6.1 – Response Statement and Certification of Assurances: will the State accept a qualifying statement for any of these points, most specifically Item 3: The Respondent accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., <i>Pro Forma</i> – As we are expressing our concern for certain non-financeable terms within the <i>Pro Forma</i> PPA during this comment period, which we will work out either prior to or post award, we will need to qualify this item as it is currently written.	The State will not accept a qualifying statement to the Statement of Certification and Assurances. Pursuant to RFP Section 5.3.3 the contract signed by the awarded Respondent must be substantially the same as RFP Attachment 6.6. included in this Amendment (Refer to item #3 of this RFP Amendment Seven below).
42 Can the state clarify if there is a build completion date or a deadline for project completion? It is understood by the RFP respondent that the term of the contract and purchase option states "The Last Go-Live date for purposes of calculating the Term shall not be later than December 31, 2017".	All sites must be completed and producing Energy by December 31, 2017. See revised section A.4 of the <i>Pro Forma</i> Contract.
43 "The Last Go-Live Date for purposes of calculating the Term shall not be later than December 31, 2017." Does this meant he contractor will not be paid for any energy produced prior to this date?	The Contractor will be paid as soon as the State accepts a Site as "Go-Live" in accordance with A.4. of the <i>Pro Forma</i> Contract. All sites must be completed by December 31, 2017. See revised Section A.4. of the <i>Pro Forma</i> Contract.
44 "The Last Go-Live Date for purposes of calculating the Term shall not be later than December 31, 2017." Does the state intend for December 31, 2017 to be a start build date so that the contractor can be paid as systems are completed?	Refer to response to questions 42 & 43 above.
45 Is there any flexibility on the project locations? Our team has been reviewing the 7 campuses, and if we utilize alternative parcels owned by the participating agency, we may be able to avoid floodplains/other potential development fatal flaws (and offer a lower PPA rate). Would the State consider bids for projects sited at locations other than those specified in Amendment 4?	No, refer to response to Question #2 above.
46 For the Porter Lab location the current outline provided by the RFP will only allow for 25% of the requested capacity. In order to hit the AC nameplate requested in the RFP we would have to exceed the boundary limit. If possible can you indicate whether that is allowed? I also wanted to point out that the Port Labs property is in Nashville's "Floodplain Overlay District", does the state already have approvals for to build inside of this zone?	Refer to response to Question #2 above. The State is not subject to local zoning regulations.
47 RFP Section 4. General Information & Requirements; 4.5. Insurance. Delete: "Any	There are no revisions to the <i>Pro Forma</i> Contract based on this comment.

QUESTION / COMMENT	STATE RESPONSE
<p>insurance required by the State shall be in form and substance acceptable to the State.”</p> <p>48 RFP Section A. Scope of Services; A.11.b. Title to Equipment, Status, and Risk of Loss. “Other than due to damage or loss caused by the State’s gross-negligence or willful misconduct, Contractor assumes and shall bear the entire risk of loss, theft, destruction, or damage of or to any part of the Equipment from any cause...”</p>	<p>There are no revisions to the <i>Pro Forma</i> Contract based on this comment.</p>
<p>49 D. Standard Terms and Conditions; D.18. Insurance. State can only be added as additional insured on the commercial general liability and business automobile liability policies.</p>	<p>Refer to revised section D.18. of the <i>Pro Forma</i> Contract.</p>
<p>50 E. Special Terms and Conditions; E.2. Contract Bond. Notwithstanding any language to the contrary in this RFP Response:</p> <p><u>Performance Bond Liability.</u> Any performance bond issued for a site or system will cease one (1) year from the completion of construction. If a warranty or guarantee is provided under the terms of this RFP Response, the balance of any warranty or guarantee beyond one year term of the applicable performance bond shall continue to be guaranteed solely by SolarCity Corporation under the terms of this RFP Response. The performance bond does not guarantee any property restorative requirements.</p> <p><u>Payment Bond Liability.</u> Any payment bond issued will cease at the termination of any time required by law.</p> <p><u>Performance Guarantee.</u> Neither payment bonds, whether for labor or materials, nor performance bonds are applicable to any specified performance guarantee.</p>	<p>Refer to revised section E.2. of the <i>Pro Forma</i> Contract.</p>
<p>51 Please make changes to the <i>Pro Forma</i> Contract shown on Exhibit A.30</p>	<p>RFP Amendment Seven, Exhibit A, with suggested <i>Pro Forma</i> Contract changes is attached to this amendment.</p> <p>Please refer to item #3 of this RFP Amendment below and see revised <i>Pro Forma</i> Contract for changes made in response to this comment.</p>

3. Please delete RFP Attachment 6.6., *Pro Forma* Contract and Contract Attachments in their entirety and replace with the following attachment.

4. Please delete RFP Attachment 6.3., Cost Proposal, and replace it with the attached. The cost proposal excel file has been saved to the STREAM website listed below as well:

<http://tn.gov/generalservices/article/request-for-proposals>

RFP AMENDMENT SEVEN – EXHIBIT A

POWER PURCHASE AGREEMENT BETWEEN THE
STATE OF TENNESSEE, DEPARTMENT OF GENERAL
SERVICES AND
CONTRACTOR NAME
SBC NUMBER 460/000-06-2015

This Power Purchase Agreement (the "Contract"), by and between the State of Tennessee, Department of General Services (the "State") and Contractor Legal Entity Name (the "Contractor"), is for the purchase of Energy and related services, as further defined in the "SCOPE." The State and the Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

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

A. SCOPE OF SERVICES:

A.1. The State shall purchase from the Contractor all Energy produced by the system, subject to the terms and conditions of this Contract. Contractor shall provide all services ancillary to the State's purchase of Energy including installation, operation, monitoring, 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 Contract.

"Annual Demand Reduction" means the total annual reduction in billed kW demand from the utility company provided by the Energy Storage System calculated in accordance with Section C.2.b.

"ACH" means Automated Clearinghouse.

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

"Contracted Annual Demand Reduction" means the amount of total Annual Demand Reduction anticipated to be achieved at each Delivery Point as listed in Attachment 5.

"Contracted Demand Rate" means the cost per kW of Annual Demand Reduction achieved at each Delivery Point as listed in Attachment 5.

"Contracted PPA Rate" means the cost per kWh for Delivered Energy at each Delivery Point as listed in Attachment 5.

"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 solar Energy delivered to the State at each Delivery Point as recorded by the Meters for which the State pays the Contracted PPA rate. "Electric

Utility" means an entity providing Energy to the public.

"Energy" means alternating current electricity expressed in kWh and kW.

"Energy Storage System" means a system of batteries used to store electrical energy produced at one time for use at a later time.

RFP AMENDMENT SEVEN – EXHIBIT A

“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:

- a. any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants;
- b. 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, 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 Contractor, 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[®] products¹.

“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 Contract.

“Expected Annual Delivered Energy Production” means the amount of Delivered Energy anticipated to be delivered at each Delivery Point as listed in Attachment 5.

“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 Contractor’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.
Power Purchase Agreement (PPA)
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RFP AMENDMENT SEVEN – EXHIBIT A

“Payments” shall have the meaning ascribed to this term in Section C.3 of this Contract.

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

“Site Assessment” means a Contractor 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 Contract submitted by Contractor 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.

“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. Contractor shall perform each of the following tasks for each Site. Upon completion of each task, Contractor shall submit a request for the State to formally approve in writing Contractor’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 Contractor, and Contractor shall take the State’s objections into account, re-perform the task, and resubmit for State approval.
- a. Site Assessment. The Site Assessment performed by Contractor shall identify the appropriate locations for the Equipment. The Site Assessment shall provide the following:
 - 1. ease of maintenance and monitoring,
 - 2. efficient operation,
 - 3. low operating losses,
 - 4. securing the location and Equipment,
 - 5. compatibility with existing facilities, and
 - 6. avoidance or mitigation for flood-prone areas.
 - b. System Design. Contractor shall provide a System Design that satisfies the requirements of Attachment 6, conforms with the Contractor’s response to RFP SBC Number 460/000-06-2015, and addresses the following areas:
 - 1. Design and engineering of the Equipment to provide the Expected Annual Delivered Energy Production. The System Design shall also include structural and mounting details, applicable structural requirements, construction documents and Site fire safety requirements.
 - 2. At Sites operated by the Tennessee Department of Correction and the Tennessee Department of Mental Health & Substance Abuse Services, the System Design shall include a six (6) foot high secure chain link fence with a three (3) 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 Contractor 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 Contractor's System Design and this Contract; and (ii) conduct performance testing over a consecutive twenty-four (24) hour period. Upon successful completion of acceptance testing, Contractor 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, Contractor 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 Contract. The Contractor 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:

- a. Equipment performance in specific and global kWh production,
- b. Equipment status,
- c. Average and accumulated Energy output,
- d. Capacity factor,
- e. Degradation,
- f. Energy cost avoided by using the Equipment instead of Energy provided by the Electric Utility, and
- g. Energy load profile.

Provide monthly, quarterly, and annual reporting of Equipment's Energy production, average hourly generation in kWh and kW 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 Contractor shall provide the following ongoing services as part of a comprehensive operation and maintenance program:

- a. Perform all maintenance activities, including all repair work and replacement in order to keep the Equipment operating to provide optimal Energy production at each Delivery Point;
- b. Provide ongoing Equipment inspection, testing, cleaning and routine preventative maintenance;
- c. Repair and replace defective or worn parts;
- d. Provide reporting of problems to the State and the subsequent resolution;
- e. Provide an annual report of all maintenance and repair activities; and,

- f. Contractor 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, Contractor shall submit to the State its schedule of scheduled outages for the upcoming year. On the first day of each calendar quarter, Contractor shall provide the State updates to scheduled outages for the subsequent twelve (12) months. Notwithstanding the foregoing:

- a. No outages shall be scheduled during May, June, July, August and September.
- b. Contractor shall notify the State within twenty-four (24) hours following Contractor'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 Contractor shall each designate personnel and establish procedures such that each party may provide notice of such conditions requiring Contractor's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.
- c. The State shall be permitted to be off line no more than 48-hours in the aggregate during any calendar year of the Term. Such outages shall be limited to off-peak hours and shall not occur during the months from May to October during any year of the Term. at the State's sole discretion, during which days the State shall not be obligated to accept or pay for Delivered Energy or Annual Demand Reduction; provided, however, that the State must notify Contractor in writing of each such scheduled outage at least forty-eight (48) hours in advance of the commencement of a scheduled outage.

A.8. Access License to Contractor

The Parties shall enter into an Access License Agreement on a per Site basis, in the form set forth in Attachment 9, granting Contractor a license to enter the Sites during the Term to install, maintain, and operate the Equipment in the Sites. Contractor 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. Contractor shall comply with all applicable requirements of the Tennessee Department of Correction Detention Project Procedures in Attachment 4.1, and all applicable requirements of the Tennessee Department of Mental Health & Substance Abuse Services in Attachment 4.2 including any required payments.

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

Contractor 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 Contract.

A.10. Liens and Payment of Subcontractors and Suppliers. Contractor shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Contractor under this Contract and shall keep the Equipment and all Sites free and clear of any liens related to such charges. Contractor 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, Contractor 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 Contractor and shall not attach to or be deemed a

part of, or fixture to, the Sites. The Contractor and the State agree that the Contractor is the tax owner of the Equipment and all tax filings and reports will be filed in a manner consistent with this Contract. 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, Contractor 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 Contractor of its obligation under this Contract in the event of loss or damage. Contractor shall repair or replace the Equipment to conform to the requirements of the Contract.

A.12. Removal of Equipment.

- a. Contractor shall remove the above ground Equipment from each Site at the end of the Term as specified below. Contractor shall promptly pay the State within 30 days for any damage caused by Contractor during removal of the Equipment from the Sites.
- b. Except as specifically set forth in this Contract, Contractor 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 Contract. In no case shall Contractor's removal of the Equipment affect the integrity or negatively affect the condition of the State's property. Contractor shall leave the Site in neat and clean order. If Contractor fails to remove or commence substantial efforts to remove the Equipment within forty-five (45) days of expiration or earlier termination of this Contract, 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 Contractor'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 Contractor 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 shall, as part of the purchase of Energy hereunder, become the owner of all Environmental Attributes. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, the Contractor, if engaged in commerce or trade, shall submit to the State for approval any press releases regarding the Contractor's use of solar or renewable energy and shall not submit for publication any such releases without the written approval of the State.

B. TERM OF CONTRACT AND PURCHASE OPTION:

- a. This Contract shall be effective for the period commencing on the date of full and complete execution of this Contract ("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, 2017. The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date. This Contract will automatically renew for an additional 5 years at the end of the initial Term at market value, which will be mutually agreed to by the parties. If no mutual agreement is reached within 30 days, the Contract price will automatically renew at the average applicable rate for the 12-month period prior the extension term. Either partyContractor will have the right to prevent automatic extension upon notice to the other PartyState at least 30 days before the end of the initial Term.
- b. The State may exercise purchase options as set forth in Attachment 2.

C. PAYMENT TERMS AND CONDITIONS:

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C.1. Compensation Firm. The payment methodology in Section C.2. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract 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 Contractor.

C.2. Payment Methodology:

- a. Delivered Energy. Starting with Go-Live at each Delivery Point, the State shall pay Contractor monthly for Delivered Energy by Delivery Point at the Contracted PPA Rate set forth in Attachment 5.
- b. ~~Annual Demand Reduction~~. Starting with Go-Live at each Delivery Point, the State shall pay Contractor monthly for Annual Demand Reduction [Insert information for calculation of Annual Demand Reduction fees]
- c. Delivery Obligations:
 - 1. Delivered Energy. The Equipment shall produce not less than 9570% of the Expected Annual Delivered Energy Production (after accounting for weather-related and seasonal changes) set forth on Attachment 5 for each Delivery Point measured on the average of a rolling, two (2) year, cumulative basis, unless, and then only to the extent that, the failure to satisfy the Expected Annual Delivered Energy Production is due to:
 - (a) Equipment failure, damage or downtime attributable to third parties;
 - (b) Resulting from general utility outages or any failure of any electric grid;
 - (c) A force majeure event; or,
 - (d) Acts or omissions of the State of any of its obligations hereunder, provided the State has received prior written notice from the Contractor of such acts or omissions.

If Contractor fails to satisfy its obligations under this subsection C.2.c.1 for any Delivery Point, in its next invoice for such Delivery Point, the Contractor shall credit the State an amount equal to the product of (a) the positive difference, if any, of the average price per kWh for the Electric Utility providing Energy in the applicable market during such two (2) year period minus the average applicable Contracted PPA Rate hereunder for the period, multiplied by (b) the difference between the Delivered Energy for such two (2) year period and the Expected Annual Delivered Energy Production for such two (2) year period.

- 2. Annual Demand Reduction. The Equipment shall produce not less than 9570% of the Contracted Annual Demand Reduction set forth on Attachment 5 at each Delivery Point measured on the average of a rolling, two (2) year, cumulative basis, unless, and then only to the extent that, the failure to satisfy the Contracted Annual Demand Reduction is due to:
 - (a) Equipment failure, damage or downtime attributable to third parties;
 - (b) Resulting from general utility outages or any failure of any electric grid;
 - (c) A force majeure event; or,
 - (d) Acts or omissions of the State of any of its obligations hereunder, provided the State has received prior written notice from the Contractor of such acts or omissions.

If Contractor fails to satisfy its obligations under this subsection C.2.c.1 for any Delivery Point, in its next invoice for such Delivery Point, the Contractor shall credit the State an amount equal to the product of (a) the positive difference, if any, of the average demand rate per kW for the Electric Utility providing Energy

in the applicable market during such one (1) year period minus the average applicable Contracted Demand Rate hereunder for the period, multiplied by (b) the difference between the Annual Demand Reduction for such one (1) year period and the Contracted Annual Demand Reduction for such one (1) year period.

- C.3. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.
- C.4. Invoice Requirements. The Contractor shall invoice the State only for Energy by Delivery Point at the rates indicated in Attachment 5, and present said invoices no more often than monthly, with all necessary supporting documentation, to:
- Original: Jay Harrison, Director of Energy Management
Department of General Services
Real Estate Asset Management
312 Rosa L. Parks Avenue
W. R. Snodgrass Tennessee Tower, 24th Floor
Nashville, Tennessee 37243
- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly). (1) Invoice Number (assigned by the Contractor);
(2) Invoice Date;
(3) Contract SBC No. 460/000-06-2015;
(4) Customer Account Name: Department of General Services, Real Estate Asset Management;
(5) Customer Account Number (assigned by the Contractor to the above-referenced State Agency);
(6) Contractor Name;
(7) Contractor Federal Employer Identification, Social Security, or Tennessee Edison Registration ID Number Referenced in Preamble of this Contract;
(8) Contractor Contact for Invoice Questions (name, phone, and/or fax);
(9) Contractor Remittance Address;
(10) Description of Delivered Service;
(11) Total Amount Due for delivered service (as stipulated in Section C.3. above);
- b. The Contractor understands and agrees that an invoice under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) only be submitted for completed service and shall not include any charge for future work;
 - (3) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.
- C.5. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.7. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this Contract or any other contract between the Contractor and the State, any amounts or charges that the State determines are ~~or shall become~~ due and payable to the State by the Contractor.

C.8. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by the appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to the Office of the State Architect, the Commissioner of General Services, the Comptroller of the Treasury, and the Office of the Attorney General). Approvals shall be evidenced by a signature or electronic approval. The Contractor shall not be obligated to perform any of its obligations under this Contract prior to approval by the State.

D.2. Communications and Contacts. All instructions, notices, consents, demands, invoices, or other communications required or contemplated by this Contract 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:

Jay Harrison, Director of Energy Management
Department of General Services
Real Estate Asset Management
312 Rosa L. Parks Avenue
W. R. Snodgrass Tennessee Tower, 24th Floor
Nashville, Tennessee 37243

The Contractor:

Contractor Contact Name & Title
Contractor 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 Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract

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and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Office of the State Architect, the Commissioner of General Services, the Comptroller of the Treasury, and the Office of the Attorney General).

- D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. The State shall use commercially reasonable efforts to appropriate funds each year of the Term and shall allocate any lawfully available funds for the purchase of Electricity hereunder. For any year during the Term, the State will submit budget requests and take all necessary steps, to the extent permitted by law, to seek appropriations that are sufficient to cover the State's payment obligations under this Contract and take such action as may be necessary to include, or cause to be included, in its annual operating budget funds sufficient to purchase the estimated amount of Electricity hereunder. In the event the State legislature does not appropriate sufficient funds for State to purchase Electricity under this Contract, the State agrees that it will not seek funding for any source of electricity other than the purchase of Electricity under this Contract. State will promptly notify Contractor if it appears likely that a non-appropriation event will occur.

In the event that the funds are not appropriated or are otherwise unavailable, the obligations of both parties under this Contract shall be suspended during the continuation of such non-appropriation event or amended to reflect any reduction of appropriated funds. In the event a non-appropriation event continues for more than one (1) year, Contractor shall have the State reserves the right to terminate this Contract upon written notice to the State Contractor. Contractor's. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon effect of termination receipt of the written notice, the Contractor shall immediately begin removing the Equipment as set forth in Section A.12. of this Contract. If the Contractor State terminates this Contract due to lack of State funds availability, the Contractor shall be entitled to compensation for Annual Contract Payments up to the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor 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 Contract for convenience without cause and for any reason. The State shall only exercise this right of termination for convenience after the expiration of ~~six-seven (67)~~ years after the ~~last~~ Go-Live Date that occurred under this Agreement. The State shall give the Contractor at least thirty (30) days written notice before the date upon which the Contract shall be terminated. In no event shall the State's exercise of its right to terminate this Contract for convenience, relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- b. After the expiration of ~~six-seven (67)~~ years after the applicable Go-Live Date, the State shall have the ongoing option to remove a Site from Attachment 3 to this Contract 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 Contractor with respect to such Site. The State shall give the Contractor 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 Contractor. The State's exercise of its rights pursuant to this subsection shall not alter the Contractor's other duties and responsibilities under this Contract as the same will be amended. In no event shall the State's exercise of its right under this subsection relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- c. In the event the State, pursuant to this Section D.5, exercises its right to termination for convenience or removes a Site from Attachment 3 to this Contract, the State shall pay Contractor a termination fee according to the schedule in Attachment 7, Termination Payment, within forty five (45) calendar days after such notice of termination from the

State.

D.6. Termination for Cause/Default.

A. Contractor Default: Except for failures to deliver the Expected Annual Delivered Energy Production and Contracted Annual Demand Reduction which are addressed in Section C.2 of this Contract, Contractor shall be in default under this Contract in the event that the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Contractor Breach Condition"). Upon the occurrence of a Contractor Breach Condition that is not cured within ten-thirty (4030) days of written notice from the State to the Contractor, the State shall have the right, in its sole discretion, to: (i) immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods; (ii) amend the Contract 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 presentation of receipts for such reasonable and necessary actions. Notwithstanding the above, the Contractor 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 Contract.

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B. State Default: State shall be in default under this Contract in the event that State fails to properly perform its obligations under this Contract in a timely or proper manner, or if the State materially violates any terms of this Contract ("State Breach Condition"). Upon the occurrence of a State Breach condition that is not cured within thirty (30) days of written notice from the Contractor to the State, Contractor shall have the right, in its sole discretion, to terminate the Contract. The State shall pay Contractor a termination fee according to the schedule in Attachment 7. Termination Payment, within forty five (45) calendar days after effect of Contractor's termination hereunder.

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D.7. Assignment and Subcontracting.

A. Without obtaining the prior written approval of the State, which shall not be unreasonably withheld, the Contractor shall not assign this Contract or enter into a subcontract for any of the services provided under this Contract. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest", "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.

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B. Notwithstanding anything to the contrary under Section D.7.A, Contractor shall be allowed to assign this Contract to any entity directly or indirectly controlling, controlled by or under common control with Contractor provided that Contractor shall remain jointly liable with such assignee for all obligations and responsibilities under this Contract.

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C. The State acknowledges that Contractor may be financing the acquisition and installation of any or all Generating Facilities with financing accommodations from one or more lenders, and that Contractor's obligations under the financing documents may be secured by, among other collateral, a pledge or collateral assignment of Contractor's rights under this Contract and the Access License Agreement, and a personal property security interest in any or all Generating Facilities. Upon the request of Contractor, the State shall execute a Consent to Collateral Assignment for the benefit of such Lenders, in form reasonably requested by Contractor's lenders, which may include such changes to this Contract or the Access License Agreement as Contractor's lender's may reasonably request. Contractor may assign its personal property interest in any or all Generating Facilities, including Contractor's rights under this Contract and the Access License Agreement, as security for loans or financing of any or all Generating Facilities (including, without limitation financing in form of a sale-leaseback transaction). The State will work in good faith with Contractor and its lenders to

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agree upon the documentation that may be required in connection with such financing. If a lender requests additional or different terms and conditions, the State agrees to consider such requests in good faith, but the State will not be obligated to agree to any newly proposed terms or conditions that would alter the economic basis of this Contract or put a undue financial burden upon the State.

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- D.8. **Conflicts of Interest.** The Contractor warrants that no part of the Contractor'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 Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor 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 Contractor acknowledges, understands, and agrees that it and its performance under this Contract are subject to State Building Commission Policy and Procedure 12.02, "Organizational Conflicts of Interest," and that Contractor has read and understands all of the provisions and requirements of same.

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- D.9. **Nondiscrimination.** The Contractor 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 Contract or in the employment practices of the Contractor 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 Contractor 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 Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor 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 Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor 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 Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor 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 Contract, "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 Contract.

D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, 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 Contractor's activities conducted and records maintained pursuant to this Contract 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 Contractor shall submit brief, periodic, progress reports to the State as requested.

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

D.15. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either 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 shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.16. Limitation of State's Liability. ~~The State~~ Neither Party shall have ~~no any~~ liability except as specifically provided in this Contract. Except with respect to their respective indemnification obligations pursuant to Section D.17 and the State's obligation to pay any termination fee according to the schedule in Attachment 7, Termination Payment, ~~in in~~ no event will the ~~State~~ ~~either Party~~ be liable to the ~~Contractor~~ other 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 Contract or otherwise.

D.17. Hold Harmless. The ~~Parties~~ Contractor agrees to indemnify and hold harmless ~~each other~~ the State of Tennessee as well as their respective 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 indemnifying Party Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. ~~The Contractor~~ Each Party further agrees it shall be liable for the reasonable cost of attorneys for the other Party State to enforce the terms of this Contract.

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 Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, 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.18. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance including without limitation, the coverages set forth in this Section D.18. Such insurance shall provide for policy limits equal or greater to the amounts set forth herein and shall list the State as additional insured.

A copy of the appropriate policy or a Certificate of Coverage fully listing all limits of liability shall verify all required insurance. Such insurance shall be maintained through the life of the Contract. Renewal policies or certificates of coverage must be forwarded to the State within thirty (30) days upon issuance. Failure to maintain required insurance could be cause for cancellation of the Contract.

a. Workers' Compensation and Employer Liability Insurance

1. For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

- (a) Workers' compensation and employer liability insurance in the amounts required by appropriate state statutes; or
- (b) 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.

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

The Contractor employees fewer than five (5) employees;

- (a) The Contractor is a sole proprietor's in the construction business or trades with no employees;
- (b) The Contractor is in the coal mining industry with no employees; or,
- (c) The Contractor is a state or local government.

b. Commercial General Liability Insurance

1. The Contractor 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).

2. The Contractor 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).

c. Business Automobile Liability:

Including owned, hired, and non-owned vehicles; or, if there are no owned vehicles, Contractor may provide written certification of such and provide coverage limited to hired and non-owned vehicles.

Bodily injury and property damage combined single limits:

Each Occurrence: \$500,000

d. Professional Liability Insurance: Employed Architects and Engineers Professional liability shall be covered with a limit of not less than:

Each Claim: \$3,000,000
Aggregate: \$5,000,000

- D.19. 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 Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.
- D.20. Tennessee Department of Revenue Registration. The Contractor 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 Contract.
- D.21. Debarment and Suspension. The Contractor 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 Contract 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 Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor 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.22. 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 Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract 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 Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor 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~~ 10 (10) days 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 Contractor's performance longer than ~~four (4) months~~~~forty-eight (48) hours~~, (a) the State may, upon notice to Contractor, ~~cease~~ ~~payment of the fees until Contractor resumes performance of the affected obligations;~~ ~~under~~ (b) ~~immediately either Party may~~ terminate this Contract or any purchase order, in whole or in part, without further payment ~~or liability~~ except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

- D.23. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.24. Governing Law. This Contract 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 Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.25. Entire Agreement. This Contract 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 Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.26. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.27. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.28. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
- a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections (c) through (f), below), which includes:
 - Attachment 1: Attestation Re Personnel Used in Contract Performance
 - Attachment 2: Option to Purchase
 - Attachment 3: Sites and Delivery Points
 - Attachment 4.1: Mental Health and Developmental Disabilities Project Procedures
 - Attachment 4.2: Detention Project Procedures for Work Outside the Secure Perimeter
 - Attachment 5: Annual Rate Schedule
 - Attachment 6: System Specifications
 - Attachment 7: Annual Termination Payment Schedule
 - Attachment 8: Contract Bond
 - Attachment 9: Access License Agreement
 - c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
 - d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
 - e. any technical specifications provided to proposers during the procurement process to award this Contract; and,

f. the Contractor's response seeking this Contract.

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 Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. Contract Bond. Contractor shall provide a Contract Bond for each Site in the amount of one hundred percent (100%) of the construction for that Site.

Bond shall be executed on Tennessee State Building Commission Standard Form exhibited in the Proposal Documents (Attachment 8) for the purposes of this Contract.

Surety is the person or entity identified as such in a bond, and is referred to throughout the Contract Documents as if singular in number. The term "Surety" means the Surety or the Surety's authorized representative.

A Surety Company issuing a bond shall be licensed to transact business in the State of Tennessee by the Department of Commerce and Insurance. Bonds shall have certified, and current Power-of-Attorney attached for the Surety's Attorney-in-Fact.

An Attorney-in-Fact who executes a bond on behalf of a Surety shall be licensed by the State of Tennessee as a Resident Agent, and shall affix license number to a bond. Alternatively, a countersignature by, and license number of, a licensed Resident Agent shall be affixed to the bond in addition to the signature of the Attorney-in-Fact.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

E.3. Contractor Licensing and Certification Compliance. The Contractor and all subcontractors providing any goods or services under this Contract shall be appropriately licensed by the appropriate regulatory board of the State, including, but not limited to, contractor licenses, engineering licenses, and architectural, licenses, and provide evidence of such licenses to the State before performing any work under this Contract. The State, at its sole discretion, shall determine the validity of such licenses and shall provide the Contractor with written approval to perform work under the Contract upon satisfactory proof of such licenses. Contractor 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.4. Intellectual Property. The Contractor 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 Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor 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 Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Contractor, 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.5. Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.

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:

CONTRACTOR LEGAL ENTITY NAME:

Contractor Signatory, Contractor Title

DATE: _____

STATE OF TENNESSEE,

OFFICE OF THE STATE ARCHITECT:

Peter L. Heimbach, Jr., State Architect

DATE: _____

DEPARTMENT OF GENERAL SERVICES:

Robert E. Oglesby, Commissioner

DATE: _____

APPROVED AS TO COMPLIANCE WITH POLICY AND STATUTE:

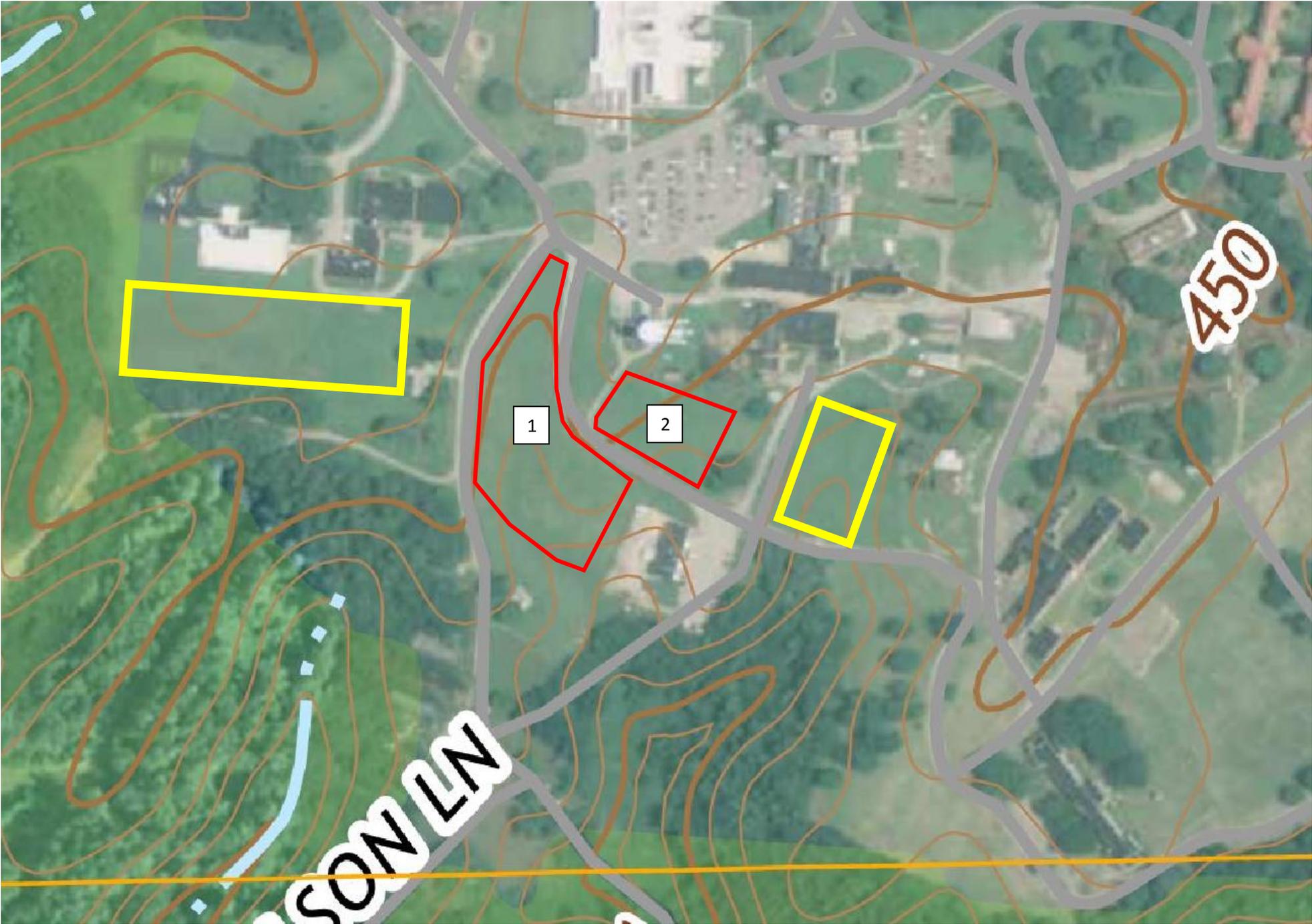
Justin P. Wilson, Comptroller of the Treasury

DATE: _____

APPROVED AS TO COMPLIANCE WITH FORM AND LEGALITY:

Herbert H. Slatery III, Attorney General and Reporter

DATE: _____



SBC Project No.: 460/000-06-2015

***pro forma* CONTRACT**

The *pro forma* Contract 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 Contract resulting from the RFP.

6.6. PRO FORMA CONTRACT & CONTRACT ATTACHMENTS

- Attachment 1: Attestation re Personnel Used in Contract Performance
- Attachment 2: Option to Purchase
- Attachment 3: Sites and Delivery Points
- Attachment 4.1: Section 01 35 13.19 Mental Health and Developmental Disabilities Project Procedures
- Attachment 4.2: Section 01 35 13.30 Detention Project Procedures for Work Outside the Secure Perimeter
- Attachment 5: Annual Rate Schedule
- Attachment 6: System Specifications
- Attachment 7: Annual Termination Payment Schedule
- Attachment 8: Contract Bond
- Attachment 9: Access License Agreement
- Attachment 10: TBI Tennessee Information Enforcement System Vendor User Agreement

**POWER PURCHASE AGREEMENT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES
AND
CONTRACTOR NAME
SBC NUMBER 460/000-06-2015**

This Power Purchase Agreement (the "Contract"), by and between the State of Tennessee, **Department of General Services** (the "State") and **Contractor Legal Entity Name** (the "Contractor"), is for the purchase of Energy and related services, as further defined in the "SCOPE." The State and the Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is **a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.**

Contractor Place of Incorporation or Organization: **Location**

Contractor Edison Registration ID # **Number**

A. SCOPE OF SERVICES:

A.1. The State shall purchase from the Contractor all Energy produced by the system, subject to the terms and conditions of this Contract. Contractor shall provide all services ancillary to the State's purchase of Energy including installation, operation, monitoring, 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 Contract.

"Annual Demand Reduction" means the total annual reduction in billed kW demand from the utility company provided by the Energy Storage System calculated in accordance with Section C.2.b.

"ACH" means Automated Clearinghouse.

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

"Contracted Annual Demand Reduction" means the amount of total Annual Demand Reduction anticipated to be achieved at each Delivery Point as listed in Attachment 5.

"Contracted Demand Rate" means the cost per kW of Annual Demand Reduction achieved at each Delivery Point as listed in Attachment 5.

"Contracted PPA Rate" means the cost per kWh for Delivered Energy at each Delivery Point as listed in Attachment 5.

"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 solar Energy delivered to the State at each Delivery Point as recorded by the Meters for which the State pays the Contracted PPA rate.

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

"Energy" means alternating current electricity expressed in kWh and kW.

"Energy Storage System" means a system of batteries used to store electrical energy produced at one time for use at a later time.

“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:

- a. any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants;
- b. 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, 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 Contractor, 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[®] products¹.

“Environmental Incentives” means any and all credits, rebates, subsidies, Investment Tax Credits, 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 Contract.

“Expected Annual Delivered Energy Production” means the amount of Delivered Energy anticipated to be delivered at each Delivery Point as listed in Attachment 5.

“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 Contractor’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.
Power Purchase Agreement (PPA)
SBC Number 460/000-06-2015

“Payments” shall have the meaning ascribed to this term in Section C.3 of this Contract.

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

“Site Assessment” means a Contractor 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 Contract submitted by Contractor 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.

“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. Contractor shall perform each of the following tasks for each Site. Upon completion of each task, Contractor shall submit a request for the State to formally approve in writing Contractor’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 Contractor, and Contractor shall take the State’s objections into account, re-perform the task, and resubmit for State approval.

- a. Site Assessment. The Site Assessment performed by Contractor shall identify the appropriate locations for the Equipment. The Site Assessment shall provide the following:
 1. ease of maintenance and monitoring,
 2. efficient operation,
 3. low operating losses,
 4. securing the location and Equipment,
 5. compatibility with existing facilities, and
 6. avoidance or mitigation for flood-prone areas.
- b. System Design. Contractor shall provide a System Design that satisfies the requirements of Attachment 6, conforms with the Contractor’s response to RFP SBC Number 460/000-06-2015, and addresses the following areas:
 1. Design and engineering of the Equipment to provide the Expected Annual Delivered Energy Production. The System Design shall also include structural and mounting details, applicable structural requirements, construction documents and Site fire safety requirements.
 2. At Sites operated by the Tennessee Department of Correction and the Tennessee Department of Mental Health & Substance Abuse Services, the System Design shall include a six (6) foot high secure chain link fence with a three (3) 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 Contractor 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 Contractor's System Design and this Contract; and (ii) conduct performance testing over a consecutive twenty-four (24) hour period. Upon successful completion of acceptance testing, Contractor 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, Contractor 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. Contractor must achieve Go-Live at each Delivery Point by December 31, 2017.

A.5. Monitoring

Monitoring of Equipment performance is a required element of this Contract. The Contractor 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:

- a. Equipment performance in specific and global kWh production,
- b. Equipment status,
- c. Average and accumulated Energy output,
- d. Capacity factor,
- e. Degradation,
- f. Energy cost avoided by using the Equipment instead of Energy provided by the Electric Utility, and
- g. Energy load profile.

Provide monthly, quarterly, and annual reporting of Equipment's Energy production, average hourly generation in kWh and kW 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 Contractor shall provide the following ongoing services as part of a comprehensive operation and maintenance program:

- a. Perform all maintenance activities, including all repair work and replacement in order to keep the Equipment operating to provide optimal Energy production at each Delivery Point;
- b. Provide ongoing Equipment inspection, testing, cleaning and routine preventative maintenance;
- c. Repair and replace defective or worn parts;
- d. Provide reporting of problems to the State and the subsequent resolution;
- e. Provide an annual report of all maintenance and repair activities; and,

- f. Contractor 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, Contractor shall submit to the State its schedule of scheduled outages for the upcoming year. On the first day of each calendar quarter, Contractor shall provide the State updates to scheduled outages for the subsequent twelve (12) months. Notwithstanding the foregoing:

- a. No outages shall be scheduled during May, June, July, August and September.
- b. Contractor shall notify the State within twenty-four (24) hours following Contractor'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 Contractor shall each designate personnel and establish procedures such that each party may provide notice of such conditions requiring Contractor's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.
- c. The State shall be permitted to be off-line for an aggregate total of forty-eight (48) hours each calendar year at the State's sole discretion, during which days-time the State shall not be obligated to accept or pay for Delivered Energy or Annual Demand Reduction; provided, however, that the State must notify Contractor in writing of each such scheduled outage at least forty-eight (48) hours in advance of the commencement of a scheduled outage. The parties will negotiate reasonable compensation to Contractor in the event the State exceeds maximum offline periods in a calendar year.

A.8. Access License to Contractor

The Parties shall enter into an Access License Agreement on a per Site basis, in the form set forth in Attachment 9, granting Contractor a license to enter the Sites during the Term to install, maintain, and operate the Equipment in the Sites. Contractor 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. Contractor shall comply with all applicable requirements of the Tennessee Department of Correction Detention Project Procedures in Attachment 4.1, and all applicable requirements of the Tennessee Department of Mental Health & Substance Abuse Services in Attachment 4.2 including any required payments.

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

Contractor 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 Contract.

A.10. Liens and Payment of Subcontractors and Suppliers. Contractor shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Contractor under this Contract and shall keep the Equipment and all Sites free and clear of any liens related to such charges. Contractor 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, Contractor 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 Contractor and shall not attach to or be deemed a part of, or fixture to, the Sites. The Contractor and the State agree that the Contractor is the tax owner of the Equipment and all tax filings and reports will be filed in a manner consistent with this Contract. 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, Contractor 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 Contractor of its obligation under this Contract in the event of loss or damage. Contractor shall repair or replace the Equipment to conform to the requirements of the Contract.

A.12. Removal of Equipment.

- a. Contractor shall remove the above ground Equipment from each Site at the end of the Term as specified below. Contractor shall promptly pay the State within thirty (30) days for any damage caused by Contractor during removal of the Equipment from the Sites.
- b. Except as specifically set forth in this Contract, Contractor shall, at its expense, remove the above ground Equipment from all affected Sites but in no event later than ~~forty-five (45) ninety (90)~~ days after the termination of the Contract. In no case shall Contractor's removal of the Equipment affect the integrity or negatively affect the condition of the State's property. Contractor shall leave the Site in neat and clean order. If Contractor fails to remove or commence substantial efforts to remove the Equipment within ~~ten (10) forty-five (45)~~ days of expiration or earlier termination of this Contract, 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 Contractor'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 Contractor 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 Contractor, if engaged in commerce or trade, shall submit to the State for approval any press releases regarding the Contractor's use of solar or renewable energy and shall not submit for publication any such releases without the written approval of the State.

B. TERM OF CONTRACT AND PURCHASE OPTION:

- a. This Contract shall be effective for the period commencing on the date of full and complete execution of this Contract ("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, 2017. The State shall have no obligation for goods or services provided by the Contractor 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. Compensation Firm. The payment methodology in Section C.2. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract 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 Contractor.

C.2. Payment Methodology:

- a. Delivered Energy. Starting with Go-Live at each Delivery Point, the State shall pay Contractor monthly for Delivered Energy by Delivery Point at the Contracted PPA Rate set forth in Attachment 5.

b. Annual Demand Reduction. Starting with Go-Live at each Delivery Point, the State shall pay Contractor monthly for Annual Demand Reduction [Insert information for calculation of Annual Demand Reduction fees]

c. Delivery Obligations:

1. Delivered Energy. The Equipment shall produce not less than 95% of the Expected Annual Delivered Energy Production (after accounting for weather-related and seasonal changes) set forth on Attachment 5 for each Delivery Point measured on a rolling, two (2) year, cumulative basis, unless, and then only to the extent that, the failure to satisfy the Expected Annual Delivered Energy Production is due to:

- (a) Equipment failure, damage or downtime attributable to third parties;
- (b) Resulting from general utility outages or any failure of any electric grid;
- (c) A force majeure event; or,
- (d) Acts or omissions of the State of any of its obligations hereunder, provided the State has received prior written notice from the Contractor of such acts or omissions.

If Contractor fails to satisfy its obligations under this subsection C.2.c.1 for any Delivery Point, in its next invoice for such Delivery Point, the Contractor shall credit the State an amount equal to the product of (a) the positive difference, if any, of the average price per kWh for the Electric Utility providing Energy in the applicable market during such two (2) year period minus the average applicable Contracted PPA Rate hereunder for the period, multiplied by (b) the difference between the Delivered Energy for such two (2) year period and the Expected Annual Delivered Energy Production for such two (2) year period.

2. Annual Demand Reduction. The Equipment shall produce not less than 95% of the Contracted Annual Demand Reduction set forth on Attachment 5 at each Delivery Point measured on a rolling, two (2) year, cumulative basis, unless, and then only to the extent that, the failure to satisfy the Contracted Annual Demand Reduction is due to:

- (a) Equipment failure, damage or downtime attributable to third parties;
- (b) Resulting from general utility outages or any failure of any electric grid;
- (c) A force majeure event; or,
- (d) Acts or omissions of the State of any of its obligations hereunder, provided the State has received prior written notice from the Contractor of such acts or omissions.

If Contractor fails to satisfy its obligations under this subsection C.2.c.2²⁴ for any Delivery Point, in its next invoice for such Delivery Point, the Contractor shall credit the State an amount equal to the product of (a) the positive difference, if any, of the average demand rate per kW for the Electric Utility providing Energy in the applicable market during such one (1) year period minus the average applicable Contracted Demand Rate hereunder for the period, multiplied by (b) the difference between the Annual Demand Reduction for such one (1) year period and the Contracted Annual Demand Reduction for such one (1) year period.

C.3. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.4. Invoice Requirements. The Contractor shall invoice the State only for Energy by Delivery Point at the rates indicated in Attachment 5, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Original: Jay Harrison, Director of Energy Management
Department of General Services
Real Estate Asset Management
312 Rosa L. Parks Avenue
W. R. Snodgrass Tennessee Tower, 24th Floor
Nashville, Tennessee 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice Number (assigned by the Contractor);
 - (2) Invoice Date;
 - (3) Contract SBC No. 460/000-06-2015;
 - (4) Customer Account Name: Department of General Services, Real Estate Asset Management;
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced State Agency);
 - (6) Contractor Name;
 - (7) Contractor Federal Employer Identification, Social Security, or Tennessee Edison Registration ID Number Referenced in Preamble of this Contract;
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax);
 - (9) Contractor Remittance Address;
 - (10) Description of Delivered Service;
 - (11) Total Amount Due for delivered service (as stipulated in Section C.3. above);
 - b. The Contractor understands and agrees that an invoice under this Contract shall:
 - (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) only be submitted for completed service and shall not include any charge for future work;
 - (3) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this Section C.5.
- C.5. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.
- C.7. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this Contract or any other contract between the Contractor and the State, any amounts or charges that the State determines are or shall become due and payable to the State by the Contractor.
- C.8. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.
- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
 - b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by the appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to the Office of the State Architect, the Commissioner of General Services, the Comptroller of the Treasury, and the Office of the Attorney General). 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 Contract 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:

Jay Harrison, Director of Energy Management
Department of General Services
Real Estate Asset Management
312 Rosa L. Parks Avenue
W. R. Snodgrass Tennessee Tower, 24th Floor
Nashville, Tennessee 37243

The Contractor:

Contractor Contact Name & Title
Contractor 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 Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Office of the State Architect, the Commissioner of General Services, the Comptroller of the Treasury, and the Office of the Attorney General).
- D.4. Subject to Funds Availability. The Contract 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 Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall immediately begin removing the Equipment as set forth in Section A.12. of this Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for Annual Contract Payments up to the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor 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 Contract 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 Go-Live Date. The State shall give the Contractor at least thirty (30) days written notice before the date upon which the Contract shall be terminated. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- b. After the expiration of six (6) years after the Go-Live Date, the State shall have the ongoing option to remove a Site from Attachment 3 to this Contract 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 Contractor with respect to such Site. The State shall give the Contractor 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 Contractor. The State's exercise of its rights pursuant to this subsection shall not alter the Contractor's other duties and responsibilities under this Contract as the same will be amended. In no event shall the State's exercise of its right under this subsection relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.
- c. In the event the State, pursuant to this Section D.5, exercises its right to termination for convenience or removes a Site from Attachment 3 to this Contract, the State shall pay Contractor a termination fee according to the schedule in Attachment 7, Termination Payment, within forty five (45) calendar days after such notice of termination from the State.

D.6. Termination for Cause. Except for failures to deliver the Expected Annual Delivered Energy Production and Contracted Annual Demand Reduction which are addressed in Section C.2 of this Contract, Contractor shall be in default under this Contract in the event that the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"). Upon the occurrence of a Breach Condition that is not cured within ~~ten (10)~~ thirty (30) days of written notice from the State to the Contractor, the State shall have the right, in its sole discretion, to: (i) immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods; (ii) amend the Contract 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 Contractor 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 Contract. The State shall be in default under this Contract in the event that State fails to properly perform its payment obligations under Section C of this Contract in a timely or proper manner ("State Breach Condition"). Upon the occurrence of a State Breach Condition that is not cured within thirty (30) days of written notice from the Contractor to the State, Contractor shall have the right, in its sole discretion, to terminate the Contract.

D.7. Assignment and Subcontracting.

- a. Without obtaining the prior written approval of the State, which approval shall not be unreasonably withheld, the Contractor shall not assign this Contract or enter into a subcontract for any of the services provided under this Contract. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest", "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- b. Notwithstanding anything to the contrary under Section D.7.a., Contractor shall be allowed to assign this Contract to any entity directly or indirectly controlling, controlled by

or under common control with Contractor provided that Contractor shall remain jointly liable with such assignee for all obligations and responsibilities under this Contract.

c. The State acknowledges that Contractor may be financing the acquisition and installation of any or all Generating Facilities with financing accommodations from one or more lenders and that Contractor's obligations under the financing documents may be secured by, among other collateral, a pledge or collateral assignment of Contractor's rights under this Contract and the Access License Agreement, and a personal property security interest in any or all Generating Facilities. Contractor may assign its personal property interest in any or all Generating Facilities, including Contractor's rights under this Contract and the Access License Agreement, as security for loans or financing of any or all Generating Facilities (including, without limitation financing in form of a sale-leaseback transaction. The State will work in good faith with Contractor and its lenders to agree upon the documentation that may be required in connection with such financing. If a lender requests additional or different terms and conditions, the State agrees to consider such requests in good faith, but the State will not be obligated to agree to any newly proposed terms or conditions that would alter the economic basis of this Contract or put a undue financial burden upon the State.

D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor'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 Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor 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 Contractor acknowledges, understands, and agrees that it and its performance under this Contract are subject to State Building Commission Policy and Procedure 12.02, "Organizational Conflicts of Interest," and that Contractor has read and understands all of the provisions and requirements of same.

D.9. Nondiscrimination. The Contractor 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 Contract or in the employment practices of the Contractor 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 Contractor 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 Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor 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 Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor 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 Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor 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 Contract, "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 Contract.
- D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, 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 Contractor's activities conducted and records maintained pursuant to this Contract 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 Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.
- D.15. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either 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 shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.16. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor 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 Contract or otherwise.
- D.17. Hold Harmless. The Contractor 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 Contractor, its employees, or any person acting for or on its or their behalf relating

to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.

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 Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, 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.18. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance including without limitation, the coverages set forth in this Section D.18. Such insurance shall provide for policy limits equal or greater to the amounts set forth herein and shall list the State as additional insured on the commercial general liability and business automobile liabilities policies.

A copy of the appropriate policy or a Certificate of Coverage fully listing all limits of liability shall verify all required insurance. Such insurance shall be maintained through the life of the Contract. Renewal policies or certificates of coverage must be forwarded to the State within thirty (30) days upon issuance. Failure to maintain required insurance could be cause for cancellation of the Contract.

a. Workers' Compensation and Employer Liability Insurance

1. For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:
 - (a) Workers' compensation and employer liability insurance in the amounts required by appropriate state statutes; or
 - (b) 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.
2. If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

The Contractor employees fewer than five (5) employees;

- (a) The Contractor is a sole proprietor's in the construction business or trades with no employees;
- (b) The Contractor is in the coal mining industry with no employees; or,
- (c) The Contractor is a state or local government.

b. Commercial General Liability Insurance

1. The Contractor 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).
2. The Contractor 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).

c. Business Automobile Liability:

Including owned, hired, and non-owned vehicles; or, if there are no owned vehicles, Contractor may provide written certification of such and provide coverage limited to hired and non-owned vehicles.

Bodily injury and property damage combined single limits:

Each Occurrence: \$500,000

- d. Professional Liability Insurance: Employed Architects and Engineers Professional liability shall be covered with a limit of not less than:

Each Claim: \$3,000,000

Aggregate: \$5,000,000

D.19. 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 Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.20. Tennessee Department of Revenue Registration. The Contractor 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 Contract.

D.21. Debarment and Suspension. The Contractor 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 Contract 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 Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor 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.22. 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 Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising

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

- D.23. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.
- D.24. Governing Law. This Contract 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 Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 407.
- D.25. Entire Agreement. This Contract 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 Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.
- D.26. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.
- D.27. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.
- D.28. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:
 - a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
 - b. this Contract with any attachments or exhibits (excluding the items listed at subsections (c) through (f), below), which includes:
 - Attachment 1: Attestation Re Personnel Used in Contract Performance
 - Attachment 2: Option to Purchase
 - Attachment 3: Sites and Delivery Points
 - Attachment 4.1: Mental Health and Developmental Disabilities Project Procedures
 - Attachment 4.2: Detention Project Procedures for Work Outside the Secure Perimeter
 - Attachment 5: Annual Rate Schedule
 - Attachment 6: System Specifications
 - Attachment 7: Annual Termination Payment Schedule
 - Attachment 8: Contract Bond
 - Attachment 9: Access License Agreement

Attachment 10 Tennessee Information Enforcement System Vendor User Agreement

- c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
- d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
- e. any technical specifications provided to proposers during the procurement process to award this Contract; and,
- f. the Contractor's response seeking this Contract.

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 Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. Contract Bond. Contractor shall provide a Contract Bond for each Site in the amount of one hundred percent (100%) of the construction for that Site. The Contract Bond shall remain in full force and effect during construction and for a period of one (1) year following substantial completion at each site.

Bond shall be executed on Tennessee State Building Commission Standard Form exhibited in the Proposal Documents (Attachment 8) for the purposes of this Contract.

Surety is the person or entity identified as such in a bond, and is referred to throughout the Contract Documents as if singular in number. The term "Surety" means the Surety or the Surety's authorized representative.

A Surety Company issuing a bond shall be licensed to transact business in the State of Tennessee by the Department of Commerce and Insurance. Bonds shall have certified, and current Power-of-Authority attached for the Surety's Attorney-in-Fact.

An Attorney-in-Fact who executes a bond on behalf of a Surety shall be licensed by the State of Tennessee as a Resident Agent, and shall affix license number to a bond. Alternatively, a countersignature by, and license number of, a licensed Resident Agent shall be affixed to the bond in addition to the signature of the Attorney-in-Fact.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

E.3. Contractor Licensing and Certification Compliance. The Contractor and/or all subcontractors providing any goods or services under this Contract shall be appropriately licensed by the appropriate regulatory board of the State, including, but not limited to, contractor licenses, engineering licenses, and architectural, licenses, and provide evidence of such licenses to the State before performing any work under this Contract. The State, at its sole discretion, shall determine the validity of such licenses and shall provide the Contractor with written approval to perform work under the Contract upon satisfactory proof of such licenses. Contractor 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.4. Intellectual Property. The Contractor 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 Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor 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 Contractor notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not

grant the Contractor, 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.5 Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.

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:

CONTRACTOR LEGAL ENTITY NAME:

Contractor Signatory, Contractor Title

DATE: _____

STATE OF TENNESSEE,

OFFICE OF THE STATE ARCHITECT:

Peter L. Heimbach, Jr., State Architect

DATE: _____

DEPARTMENT OF GENERAL SERVICES:

Robert E. Oglesby, Commissioner

DATE: _____

APPROVED AS TO COMPLIANCE WITH POLICY AND STATUTE:

Justin P. Wilson, Comptroller of the Treasury

DATE: _____

APPROVED AS TO COMPLIANCE WITH FORM AND LEGALITY:

Herbert H. Slatery III, Attorney General and Reporter

DATE: _____

ATTACHMENT 1

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	460/000-06-2015
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

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

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

OPTION TO PURCHASE

At any point after expiration of six (6) years after the Go-Live Date, but prior to expiration of the Term, the State may exercise its option to purchase the Equipment or a portion thereof from Contractor 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 Contractor 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. Any Site involved in a purchase of Equipment shall be struck from the Contract upon transfer of the Equipment to the State at that Site.

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 Contractor 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.

<u>Agencies</u>	<u>Sites & Delivery Points</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Agency</u>	<u>Electric Utility</u>	<u>Total Current Annual Energy Usage (kWh)</u>	<u>Current Annual Energy Cost</u>	<u>Lowest Monthly Demand (kW)</u>	<u>Highest Monthly Demand (kW)</u>	<u>Required Alternating Current (AC) Energy at Delivery Point (kW)</u>
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TDOC

Bledsoe County Correctional Complex	1045 Horsehead Road	Pikeville	TN	37367	TDOC	Sequachee Valley Electric Cooperative Meter # 71363	19,471,200	\$ 1,723,507	3,134	3,677	2,507
Northeast Correctional Complex	5249 Hwy 67 West	Mountain City	TN	37683	TDOC	Mountain Electric Cooperative Meter # 9100026	9,381,600	\$ 879,378	1,468	2,088	1,174
Northwest Correctional Complex	960 Tennessee 212	Tiptonville	TN	38079	TDOC	Gibson Electric Membership Corp. Meter # 777777004	14,367,600	\$ 1,408,480	2,992	5,740	2,394
Tennessee Prison for Women	3881 Stewarts Ln	Nashville	TN	37218	TDOC	NES Meter # 251276	6,221,514	\$ 602,841.04	715	1,402	572
							49,441,914	\$ 4,614,206.17	8,309	12,907	6,647

Department of General Services (DGS)

Ellington Agriculture Center

Porter Lab	440 Hogan Road	Nashville	TN	37220	AG	NES Meter # 026905	3,552,750	\$ 349,161	540	956	432
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RS Gass Complex

Mid Cumberland Regional Health	710 Hart Ln	Nashville	TN	37216	HEALTH	NES Meter # 025409	488,160	\$ 38,998	86	115	69
RS Gass Building	850 Hart Ln	Nashville	TN	37216	HEALTH	NES Meter # 027742	3,393,600	\$ 301,081	498	542	398
RS Gass Plant	710 Hart Ln	Nashville	TN	37216	HEALTH	NES Meter # 097909	2,448,900	\$ 288,738	323	1,157	258
TBI Nashville	901 R.S. Gass Blvd	Nashville	TN	37216	SAFETY	NES Meter # 302238	6,258,880	\$ 553,256	800	1,133	640
TDEC Environmental Assistance Center	711 R.S. Gass Blvd.	Nashville	TN	37216	TDEC	NES Meter # 025408	485,520	\$ 53,852	80	180	64
							13,075,060	\$ 1,235,925.68	1,787	3,127	1,430

Mental Health

Western Mental Health Institute	11100 Old Highway 64	Bolivar	TN	38008	MH	Bolivar Energy Authority Meter # 14985214	4,239,936	\$ 411,287	612	812	490
							4,239,936	\$ 411,286.53	612	812	490

Totals	70,309,660	\$ 6,610,579.72	11,248	17,802	8,999
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Bledsoe County Correctional Complex



Site maps are for establishing approximate location of Generating Facilities and Delivery Points only. Proposer shall field verify all locations. Overhead distribution is allowed at this site.

Northeast Correctional Complex



Site maps are for establishing approximate location of Generating Facilities and Delivery Points only. Proposer shall field verify all locations. Overhead distribution is allowed at this site.

Northwest Correctional Complex



Site maps are for establishing approximate location of Generating Facilities and Delivery Points only. Proposer shall field verify all locations. Overhead distribution is allowed at this site.

Tennessee Prison for Women



Site maps are for establishing approximate location of Generating Facilities and Delivery Points only. Proposer shall field verify all locations. Overhead distribution is allowed at this site.

Ellington Agricultural Center – Porter



Site maps are for establishing approximate location of Generating Facilities and Delivery Points only. Proposer shall field verify all locations. Overhead distribution is allowed at this site.



Site maps are for establishing approximate location of Generating Facilities and Delivery Points only. Proposer shall field verify all locations. Overhead distribution is not allowed at this site.

Western Mental Health Institute



Site maps are for establishing approximate location of Generating Facilities and Delivery Points only. Proposer shall field verify all locations. Overhead distribution is not allowed at this site.

SECTION 01 35 13.19
MENTAL HEALTH AND DEVELOPMENTAL DISABILITIES PROJECT PROCEDURES

PART 1 - GENERAL

- 1.01** SECTION INCLUDES General restrictions on access to and use of site and surroundings, and security procedures for tools, materials, and individuals within the work force.
- 1.02** SUPERVISION
- A.** Provide on-site supervision of construction personnel at all times.
 - B.** Facility Manager (FM) may provide Contractor's Superintendent a radio for communication. Superintendent shall turn in radio to FM's Designee when leaving premises.
 - C.** Concerns or complaints shall be addressed to the FM's Designee by the Contractor's Superintendent.
- 1.03** ACCESS TO SITE
- A.** Access is normally restricted to the period from 7:00 am to 7:00 pm every day. FM may vary these hours at his discretion. Contractor shall provide FM 48 hours notice before working on Saturdays, Sundays, or holidays.
 - B.** Contractor's access to site may be limited through a single point designated by FM. Access to non-designated areas of work will not be permitted. Fixed times for arrival and departure of most construction forces as a group shall be established by mutual agreement between Contractor and FM. Changes and additions to normal working schedules shall be communicated to FM's office 48 hours in advance through the FM's Designee.
 - C.** FM will endeavor to notify Contractor as soon as possible if a situation exists which may preclude timely access to site.
- 1.04** USE OF SITE
- A.** Use of site shall be confined to the specific area of work. There shall be no access to other areas of the facility except as specifically approved by FM.
 - B.** Vehicles: Work trucks will be permitted on-site as needed if they are capable of being fully locked, including tool compartments.
- 1.05** TOOLS AND MATERIALS
- A.** Contractor shall endeavor to introduce only necessary tools into the facility, and in the least possible number. At no time shall contractor leave tools or materials unattended.
 - B.** 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 tool box, shed, trailer, or similar tool storage area. Ramset tools may be stored on site; however, "shots" shall be removed daily and all spent shot accounted for.
 - C.** Storage of hand tools at site will not be permitted unless such tools are securely stored in a manner acceptable to the FM. FM will designate an area for tool storage. Contractor shall provide a tool storage container and lock, provide a key to the FM until removal of container, and provide FM a list of tools.
 - D.** Do not give or loan tools or supplies to a patient or residence. Do not accept anything from a patient or residence. Do not permit a patient or a resident access to Construction Documents and related papers. Report thefts immediately. Do not offer advice; give money, candy cigarettes, etc., to patients or residents.

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- E.** Immediately report lost Class "A" tools to FM's Designee. The following partial list is of Class "A" tools, which are considered to be hazardous and likely to be used in an escape or in abuse of self or others. Class "B" tools are all other tools:

axe	load binder
bits of any kind	lock pick
blades of any kind	mask
channel locks	masonry hawk
cheater pipe	mechanical puller
cheater bars	melting ladle
chisels of any kind	pipe pusher
come-along	pipe wrench
conduit bender	pliers
crowbar	putty knife
cutters of any kind	rope
cutting tips	sander or sandpaper
drill	saw
file	scaffold
floor jack	shears
grinder	snips
hacksaw	soldering gun
hammer	stud gun
hex-t-set key	stud gun loads
hoist and chain	torch head
hydraulic jack	vice grips
impact gun	welding tips
knives of any kind	whet stone
ladder	wrecking bar
lathe	wrench

- F.** The Contractor shall be responsible for the transportation, care, protection and storage on the site of his materials to the end that all materials shall be in perfect condition at the time of incorporation into the work. All storage and operations on the site shall be confined to areas that are coordinated with, and authorized by the Owner.

1.06 SEARCH AND SEIZURE

FM may seize items that may pose a danger to the safety and security of facility, personnel, patients, or residents.

1.07 PERSONNEL RULES

- A.** The Contractor or Contractor's employees shall immediately contact staff personnel or security concerning any problems with patients or residents.
- B.** Identification of Personnel
- 1.** An identification card (or pass) will be provided to each construction worker who enters the secure confines of the facility. Workers will be required to show a valid driver's license, social security card, birth certificate, or verification from supervisor in order for card to be issued. Identification cards must be worn in plain sight at all times. If lost or stolen, report to the FM's Designee for issuance of a new card. Identification cards shall be returned to the FM's Designee upon completion of work or termination of employment.
 - 2.** Construction workers may be required to wear appropriate identification inside correctional facilities, which may consist of:
 - a.** headwear of a specific color,
 - b.** shirt and/or vest of a specific color, and
 - c.** other appropriate apparel designated by FM

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- C.** Association with patients/residents
 - 1.** Association with patients and residents is not permitted.
 - 2.** Trafficking or trading in goods with patients and residents is not permitted.
- D.** Do not bring items which are not required for performance of work; neither in personal vehicles nor on one's person. Remove unnecessary items from vehicles so that searches may proceed quickly.
- E.** Alcoholic Beverages, Weapons, and Drugs:
 - 1.** Alcoholic beverages, weapons, and non-prescription drugs are not allowed on site. Persons caught introducing illegal or banned items onto the grounds of a State Mental Health or Developmental Disabilities institution are prosecuted.
 - 2.** Individuals using prescription medications shall fill out a form, suitable to FM, identifying themselves and their medications, and receive approval of FM before bringing prescription medications on site. FM may require verification of prescription. FM may refuse to permit prescriptions medications on site. Only enough medication for one day may be brought on site. Contractor's Superintendent shall keep a copy of the form on file.
- F.** Meals
 - 1.** Workers should bring their lunch or leave the facility to obtain meals. Food service to construction workers will not be provided.
 - 2.** If vending machines are available, they will be identified in orientation.
- G.** Visitors: On site visitors of construction workers are prohibited. Persons not working on the Project are required to first seek approval of FM before visiting site.
- H.** The Contractor, Contractor's employees, subcontractors and subcontractor's employees upon directly or indirectly identifying a patient or resident shall be kept confidential and shall not be disclosed.

1.08 EMERGENCIES

FM declares a state of emergency, Contractor may be:

- A.** Required to leave premises, or
- B.** Confined to a specific area for duration of emergency.

END OF SECTION

SECTION 01 35 13.30
DETENTION PROJECT PROCEDURES
For Work Outside the Secure Perimeter

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 entry inside the secure perimeter of the institution or have only limited impact on institutional operations.

1.02 DEFINITIONS

- A.** Lockdown – A condition within the Department of Correction that ALL (except emergency) movement ceases; an institutional count time is the most frequent use.
- B.** Owner – State of Tennessee, Department of General Services for the Department of Correction.
- C.** State of Emergency – Event or condition impacting the security of the facility or safety of staff, inmates or Contractors.
- D.** 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 facility 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 Warden is the chief administrator of the TDOC institution and the Project site. The Warden has full and final supervision over all institution operations and the Contractor usage of the site. The Warden may delegate certain responsibilities held, as presented in this Section, to one or more designees identified by the Warden.
- D.** The Warden/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 Warden/designee may approve the use of a single cellular telephone by the Contractor's Superintendent, only.
- F.** The Contractor shall provide to the Warden 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.
- G.** 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 Warden's discretion, receive a Security Procedures Orientation for the Project. The Warden/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. Warden will determine duration of the orientation and its agenda.
 4. Contractor shall provide an interpreter, if required.
 5. The institution will provide ten (10) Security Procedure Orientations at no charge to the Contractor. Each Orientation meeting may accommodate as many employees as requested by the Contractor. Orientations in excess of the ten (10) meetings will be charged to the Contractor at a rate of three hundred dollars (\$300.00) per session.
- H.** 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 SURROUNDING SITE CONDITION SURVEY

- A.** Prior to commencing the Work, the Contractor and TDOC representatives shall tour the Project site and surrounding areas together to examine and record existing conditions of adjacent buildings, roadways, and other applicable areas. The Contractor shall photograph and videotape, in sufficient detail, the existing interior and/or exterior building conditions and grounds of all areas that will be affected by construction and access routes to substantiate existing conditions that might otherwise be construed as damage caused by the Contractor. Date all material and deliver a copy to the Owner and TDOC within seven (7) days following the Notice to Proceed. This record shall serve as a basis for determination of subsequent damage due to Contractor's operations. Any cracks, sags, or damage to the adjacent buildings and improvements not noted in the original survey, but subsequently discovered, shall be reported to Owner's Representative and TDOC.
- B.** The Contractor shall be responsible for any construction related damage, required repair and/or replacement to existing facilities or property including landscaping, paving, security systems (including but not limited to, fencing and fiber optics), roads and sidewalks unless it is verified that the damage was a previously existing condition. Any damages shall be repaired or replaced with materials equivalent to the original work and is subject to the satisfaction of the Owner's Representative and TDOC.
- C.** Photo-documentation of special, secure areas may require special handling and storage. TDOC will identify when these circumstances are present and how the photo-documentation will be handled (Also see Section 1.10 H).

1.06 EMERGENCIES

- A.** If the Warden 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 Warden'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 Warden/designee immediately following the notification of emergency responders.

1.07 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 Warden may vary these hours at their discretion. Contractor shall provide the Warden 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.** Contractor shall access site through a single point designated by the Warden. Random access to and from the Project site will not be permitted. Fixed times for arrival and departure of most construction forces, as a group, should be established by mutual agreement between Contractor and the Warden. Changes and additions to normal working schedules shall be communicated to the Warden a minimum of forty-eight (48) hours in advance.
- C.** The Warden/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.

1.08 SECURITY

- A.** Security Officer Escort:

The Warden may establish a Construction Security point of contact to work with the Contractor and provide liaison between the construction Project and the facility. This staff security officer will be provided for normal work hours.

- 1.** Normal Schedule – A block of hours scheduled between the hours of 7:00 AM to 7:00 PM during daylight hours as approved by the Warden.
- 2.** Normal Work Hours – Security escorts shall be provided for five (5) eight (8)-hour shifts per work week. Additional escorts and/or overtime hours for security escorts may be provided at the discretion of the Warden. Costs for additional escorts and overtime hours shall be charged to the Contractor by the institution.
- 3.** Extended Schedule – All hours requested by the Contractor and approved by the Warden to extend work during hours of darkness or on weekends or holidays. The Contractor shall submit a written request to the Warden or designee for use of these officers a minimum of forty-eight (48) hours prior to their intended use.
- 4.** The Contractor can purchase a limited quantity of additional security escorts in the following time increments in compliance with the following:
 - a.** The dates and times that additional security escorts are available, and the quantities of escorts that are available are at the sole discretion of the Warden. The requirements of the facility will not be superseded by the needs of the Contractor;
 - b.** Payment(s) for additional escorts shall be made directly to the institution by the Contractor on a monthly basis at the following rates per escort:

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 1.08 4.b. above.
- 5.** Contractor shall endeavor to notify the Warden of non-workdays.

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- 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 surplus, 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 Warden may conduct random vehicle searches on all vehicles entering TDOC property. Institutional entrances are posted with 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 Warden/designee. Searches of individuals may include strip search at the discretion of the Warden.
 - F.** The Contractor shall, at the direction of the Warden, be required to make available keys for any on-site job trailers, storage boxes, equipment containers, etc. The Warden 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 Warden.

1.09 IDENTIFICATION OF CONTRACTOR'S PERSONNEL

- A.** All personnel shall be subject to a fingerprint background check conducted by the institution prior to being permitted to enter the institution. If requested by the Warden, 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 Warden/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 Warden 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 Warden, promptly upon their employ, persons who have been previously convicted of a felony, incarcerated, or who have a family member currently incarcerated at the institution. Warden may require such persons to be excluded from working on the premises.
- D.** Denial of access decisions by the Warden will be final and non-negotiable.
- E.** The Contractor shall notify the Warden immediately upon dismissal or arrest of an employee, but no later than forty-eight (48) hours from the time the Contractor is informed. The Warden 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 Warden for issuance of a new card. Identification cards shall be returned to the Warden 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 inside 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 Warden/designee, and
 - d.** Wearing of camouflaged clothing is not allowed.
 - 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.)
- H.** Construction workers shall be required to receive an ultraviolet ink stamp to facilitate processing egress.

1.10 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.** The Contractor shall maintain safe, clean and ADA compliant fire exit paths of travel for building occupants, visitors, and staff at all times.
- C.** Association with inmates
 - 1.** Interaction with inmates is not permitted.
 - 2.** Trafficking or trading in goods and other items as listed in subparagraph 1.10 D. below 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.
- D.** Tobacco Products, Alcoholic Beverages, Cell Phones, Weapons, Cash and Drugs
 - 1.** All areas within the TDOC site 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 within the secure perimeter of the institution. All tobacco related items must remained 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 produce 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 Warden, identifying them and their medication(s). The Contractor's Superintendent shall maintain a copy of the form(s) on file. Approval from the Warden/designee must be received before the medication(s) are allowed on site. Warden may require verification of prescription(s) / medication(s). Warden 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.
- 4.** The amount of cash the Contractor's employees may carry on TDOC property shall be limited at the sole discretion of the Warden. Maximum cash amounts per individual will be set at the Pre-Construction Meeting.
- E.** No cell phones (except as noted above), beepers, or other telecommunication devices as defined by TCA Section 39-16-201 as amended will be allowed on site without approval of the Warden or designee.
- F.** Without the Warden's prior written approval, no computers, laptops, PDA's, cameras, or other similar computer electronic devices will be allowed on site..
- G.** Contractor required construction photographs, digital or otherwise, taken inside 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 photos and other than construction related reports without the express written permission of the Warden and the TDOC Director of Facilities, Planning and Construction. Any photographs, 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, to include web-based use, will not be allowed unless approved in advance by the TDOC Director of Facilities, Planning and Construction.

1.11 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 outside the secure perimeter at the end of each workday. Ramset tools may be stored on site; however, "shots" shall be removed daily from the TDOC site and all spent shot accounted for by the Contractor.
- D.** Storage of hand tools on site will not be permitted unless such tools are securely stored in a manner acceptable to the Warden. Warden/designee will designate an area for tool storage. Contractor shall provide a tool storage container and lock, a tool inventory; provide a key to the Warden/designee until removal of container. An inventory of storage containers may be conducted at any time as determined necessary by the Warden/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 should be reported immediately.
- F.** Immediately report lost tools to the Warden/designee. If a tool is lost, the Contractor and all workers will not be allowed to leave the compound until the tool is accounted for or recovered.

Example: A declaration that a tool is under a concrete pour or went out with a load of construction debris is NOT acceptable methods of accountability.

- G.** All ladders shall be stored and secured to a fixed object with a chain and padlock when not in use. Security staff may ask to control the padlock key.
- H.** 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 institution's Facility Safety Officer prior to the start of Work.

1.12 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 Warden.
- B.** The Contractor is advised that the Project site(s) are or will be active correctional facilities or other prison related areas, 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 dust partitions, protective and security barriers, warning signals, exit and directional signage and lighting. 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 Warden.
- E.** Provide isolation of Project work areas from occupied area(s) with barricades, plastic sheeting, plywood security walls, or temporary dust partition walls. The Contractor shall provide and maintain necessary barriers and protective devices to control access to the Work areas and to contain all work and storage areas such that adjoining building spaces, including walkways, corridors, stairs and doorways, remain accessible for the institution's use but not accessible to the inmate population.
- F.** Control traffic to/from the Work area(s) and occupied area(s) to prevent disruptions to the normal facility operation.
- G.** Modify HVAC equipment to pressurize occupied non-work area(s) to prevent the migration of offensive materials and odors from Work area(s). Blank-off outside air intakes and/or return air grilles to prevent distribution of offensive materials and odors into occupied non-work areas. Contractor shall confirm design CFM for all spaces affected by modifications and adjustments made to existing systems, and re-balance HVAC system(s) for all systems modified during construction.
- H.** The use of any "air hammers" or other impact equipment that will cause excessive noise or vibration shall be strictly prohibited during normal operational hours. Except for special situations where prior approval from the Warden/designee has been granted, the use of power impact tools for demolition is strictly prohibited inside occupied buildings.
- I.** The use of any gasoline/kerosene/diesel-powered equipment inside occupied buildings shall be strictly prohibited, unless authorized by the Warden/designee.

- J.** Exercise the utmost care to protect existing security systems, equipment, furniture, building finishes, site features and landscaping etc. from damage. Contractor shall report damage immediately, but no later than the end of the workday, to the Warden. 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.
- K.** Any portion of the existing buildings, furniture, equipment, etc. or existing utility and security services not included as part of the Work of this Contract or any portion of the Work damaged because of failure to provide the protection required, shall be removed and replaced with new materials and construction at the Contractor's expense. The Work shall be accomplished subject to the Warden's approval.
- L.** If the Contractor makes arrangements for closure of a corridor, hallway, egress routes, sidewalks, streets, etc. which provides access to other parts of the institution's, building or office areas; the Contractor shall make provisions for alternative access to such other nearby areas. These proposed arrangements shall be acceptable to all authorities having jurisdiction and the Warden.
- M.** 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.
- N.** The Contractor, subcontractors, or their employees shall not use TDOC equipment or tools.

1.13 TRANSPORTATION FACILITIES

- A.** Provide adequate protection for lawns, curbs, and sidewalks over which trucks and equipment pass to reach the Project site(s). Repair and replace all damaged lawns, curbs, sidewalks, and roadways at no cost to the Owner.
- 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 pedestrian and 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 Warden, 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 outside the secure perimeter of the facility or to an off-site area as designated by the Warden. Parking permits may be required for all construction personnel and business vehicles. For any vehicles that are to be left overnight, the license number and numbers of vehicles must be reported to the Warden/designee on a daily basis. All vehicles left overnight shall be made inoperable.
 - 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 Warden/designee.
 - 3.** Work trucks, with logos and company names clearly visible, necessary to the progress of the Project (as determined by the Warden) will be permitted on-site as needed if they are capable of being fully locked, including fuel tanks and tool compartments.
 - 4.** Vehicles entering the security perimeter site will be required to await an escort and remain in the company of the escort.
 - 5.** All vehicles shall be locked at all times. Any vehicle determined by the Warden to be a security threat or represents what could be a threat will not be allowed on state property.
 - 6.** 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.

1.14 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 demolition work, staging of Work, layout and location of material staging areas, location of dust prevention partitions, security and any required system outages within seven (7) calendar days from the Notice to Proceed date. The Plan shall be reviewed, revised as required and approved prior to initiation of Work at site.
- B.** The Warden shall be notified in writing seventy-two (72) hours prior to any utility, communication, electronic security device(s) and systems, or HVAC system 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 Warden shall have final approval of the exact time for and duration of any proposed shutdown.
 - 1.** Utility shut-downs or cut-offs impacting Central Control, medical and kitchen areas shall required a minimum of five (5) workdays notice and approval of the Warden.
 - 2.** The Facility Safety Officer (FSO) and Facility Manager shall be notified to inspect and to determine that normal fire protection and utilities have been restored.
 - 3.** Excessive scheduling of utility shutdowns or repeated requests to schedule and subsequent cancellation or re-scheduling of shut downs may be subject to back-charges to the Contractor by the institution.
 - 4.** Contractor shall not close-up, conceal or seal above ceiling spaces, utility chases or wall cavities without inspection and sign-off by the Warden or their designee. Provide the Warden a minimum of twenty-four (24)-hour notice of all required inspections. Failure to receive approval prior to concealment shall require the Contractor to provide adequate, as defined by the Warden, "open space" to inspect the concealed area before further work can proceed. Costs to repair/patch "open space" inspection holes shall be the Contractor's responsibility.

1.15 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.

1.16 CARE OF EXISTING FACILITIES

- A.** The Contractor shall be responsible for repair or replacement of existing facilities including any landscaping, paving, security and fencing systems, roads and sidewalks damaged as a result of the performance of the Work. Any facilities or finishes damaged shall be repaired or replaced with materials and workmanship equivalent to that employed in executing the original work and to the satisfaction of TDOC and Owner's Representative.
- B.** The Contractor shall take care not to overload the existing structure by storing material, erecting shoring, placing equipment or other materials upon or against the building.

1.17 SPECIAL PAYMENT APPLICATION REQUIREMENTS

Refer to Section 01 29 73 – Schedule of Values, sub-paragraph 1.02 D; the Contractor's payment application's Schedule of Values shall to sub-divided and sub-totaled for each individual or distinct Project work area or building as necessary for TDOC accounting or grant reporting.

END OF SECTION

01 35 13.30

ANNUAL RATE SCHEDULE AND ANNUAL ENERGY USAGE

To be completed prior to Contract signing using Respondent's response to Attachment 6.3 –Cost Proposal & Scoring Guide

Bledsoe County Correctional Complex				
Contract Year Starting at Go-Live	Contracted PPA Rate (\$/kWh)	Expected Annual Delivered Energy Production (kWh)	Contracted Demand Rate (\$/kW)	Contracted Annual Demand Reduction (kW)
1	\$0.000	000,000	\$0.000	00,000
2	\$0.000	000,000	\$0.000	00,000
3	\$0.000	000,000	\$0.000	00,000
4	\$0.000	000,000	\$0.000	00,000
5	\$0.000	000,000	\$0.000	00,000
6	\$0.000	000,000	\$0.000	00,000
7	\$0.000	000,000	\$0.000	00,000
8	\$0.000	000,000	\$0.000	00,000
9	\$0.000	000,000	\$0.000	00,000
10	\$0.000	000,000	\$0.000	00,000
11	\$0.000	000,000	\$0.000	00,000
12	\$0.000	000,000	\$0.000	00,000
13	\$0.000	000,000	\$0.000	00,000
14	\$0.000	000,000	\$0.000	00,000
15	\$0.000	000,000	\$0.000	00,000
16	\$0.000	000,000	\$0.000	00,000
17	\$0.000	000,000	\$0.000	00,000
18	\$0.000	000,000	\$0.000	00,000
19	\$0.000	000,000	\$0.000	00,000
20	\$0.000	000,000	\$0.000	00,000
21	\$0.000	000,000	\$0.000	00,000
22	\$0.000	000,000	\$0.000	00,000
23	\$0.000	000,000	\$0.000	00,000
24	\$0.000	000,000	\$0.000	00,000
25 (if applicable)	\$0.000	000,000	\$0.000	00,000

Northeast Correctional Complex

Contract Year Starting at Go-Live	Contracted PPA Rate (\$/kWh)	Expected Annual Delivered Energy Production (kWh)	Contracted Demand Rate (\$/kW)	Contracted Annual Demand Reduction (kW)
1	\$0.000	000,000	\$0.000	00,000
2	\$0.000	000,000	\$0.000	00,000
3	\$0.000	000,000	\$0.000	00,000
4	\$0.000	000,000	\$0.000	00,000
5	\$0.000	000,000	\$0.000	00,000
6	\$0.000	000,000	\$0.000	00,000
7	\$0.000	000,000	\$0.000	00,000
8	\$0.000	000,000	\$0.000	00,000
9	\$0.000	000,000	\$0.000	00,000
10	\$0.000	000,000	\$0.000	00,000
11	\$0.000	000,000	\$0.000	00,000
12	\$0.000	000,000	\$0.000	00,000
13	\$0.000	000,000	\$0.000	00,000
14	\$0.000	000,000	\$0.000	00,000
15	\$0.000	000,000	\$0.000	00,000
16	\$0.000	000,000	\$0.000	00,000
17	\$0.000	000,000	\$0.000	00,000
18	\$0.000	000,000	\$0.000	00,000
19	\$0.000	000,000	\$0.000	00,000
20	\$0.000	000,000	\$0.000	00,000
21	\$0.000	000,000	\$0.000	00,000
22	\$0.000	000,000	\$0.000	00,000
23	\$0.000	000,000	\$0.000	00,000
24	\$0.000	000,000	\$0.000	00,000
25 (if applicable)	\$0.000	000,000	\$0.000	00,000

Northwest Correctional Complex				
Contract Year Starting at Go-Live	Contracted PPA Rate (\$/kWh)	Expected Annual Delivered Energy Production (kWh)	Contracted Demand Rate (\$/kW)	Contracted Annual Demand Reduction (kW)
1	\$0.000	000,000	\$0.000	00,000
2	\$0.000	000,000	\$0.000	00,000
3	\$0.000	000,000	\$0.000	00,000
4	\$0.000	000,000	\$0.000	00,000
5	\$0.000	000,000	\$0.000	00,000
6	\$0.000	000,000	\$0.000	00,000
7	\$0.000	000,000	\$0.000	00,000
8	\$0.000	000,000	\$0.000	00,000
9	\$0.000	000,000	\$0.000	00,000
10	\$0.000	000,000	\$0.000	00,000
11	\$0.000	000,000	\$0.000	00,000
12	\$0.000	000,000	\$0.000	00,000
13	\$0.000	000,000	\$0.000	00,000
14	\$0.000	000,000	\$0.000	00,000
15	\$0.000	000,000	\$0.000	00,000
16	\$0.000	000,000	\$0.000	00,000
17	\$0.000	000,000	\$0.000	00,000
18	\$0.000	000,000	\$0.000	00,000
19	\$0.000	000,000	\$0.000	00,000
20	\$0.000	000,000	\$0.000	00,000
21	\$0.000	000,000	\$0.000	00,000
22	\$0.000	000,000	\$0.000	00,000
23	\$0.000	000,000	\$0.000	00,000
24	\$0.000	000,000	\$0.000	00,000
25 (if applicable)	\$0.000	000,000	\$0.000	00,000

Tennessee Prison for Women				
Contract	Contracted	Expected Annual	Contracted	Contracted Annual

Year Starting at Go-Live	PPA Rate (\$/kWh)	Delivered Energy Production (kWh)	Demand Rate (\$/kW)	Demand Reduction (kW)
1	\$0.000	000,000	\$0.000	00,000
2	\$0.000	000,000	\$0.000	00,000
3	\$0.000	000,000	\$0.000	00,000
4	\$0.000	000,000	\$0.000	00,000
5	\$0.000	000,000	\$0.000	00,000
6	\$0.000	000,000	\$0.000	00,000
7	\$0.000	000,000	\$0.000	00,000
8	\$0.000	000,000	\$0.000	00,000
9	\$0.000	000,000	\$0.000	00,000
10	\$0.000	000,000	\$0.000	00,000
11	\$0.000	000,000	\$0.000	00,000
12	\$0.000	000,000	\$0.000	00,000
13	\$0.000	000,000	\$0.000	00,000
14	\$0.000	000,000	\$0.000	00,000
15	\$0.000	000,000	\$0.000	00,000
16	\$0.000	000,000	\$0.000	00,000
17	\$0.000	000,000	\$0.000	00,000
18	\$0.000	000,000	\$0.000	00,000
19	\$0.000	000,000	\$0.000	00,000
20	\$0.000	000,000	\$0.000	00,000
21	\$0.000	000,000	\$0.000	00,000
22	\$0.000	000,000	\$0.000	00,000
23	\$0.000	000,000	\$0.000	00,000
24	\$0.000	000,000	\$0.000	00,000
25 (if applicable)	\$0.000	000,000	\$0.000	00,000

Porter Lab

Contract Year Starting at Go-Live	Contracted PPA Rate (\$/kWh)	Expected Annual Delivered Energy Production (kWh)	Contracted Demand Rate (\$/kW)	Contracted Annual Demand Reduction (kW)
1	\$0.000	000,000	\$0.000	00,000
2	\$0.000	000,000	\$0.000	00,000
3	\$0.000	000,000	\$0.000	00,000
4	\$0.000	000,000	\$0.000	00,000
5	\$0.000	000,000	\$0.000	00,000
6	\$0.000	000,000	\$0.000	00,000
7	\$0.000	000,000	\$0.000	00,000
8	\$0.000	000,000	\$0.000	00,000
9	\$0.000	000,000	\$0.000	00,000
10	\$0.000	000,000	\$0.000	00,000
11	\$0.000	000,000	\$0.000	00,000
12	\$0.000	000,000	\$0.000	00,000
13	\$0.000	000,000	\$0.000	00,000
14	\$0.000	000,000	\$0.000	00,000
15	\$0.000	000,000	\$0.000	00,000
16	\$0.000	000,000	\$0.000	00,000
17	\$0.000	000,000	\$0.000	00,000
18	\$0.000	000,000	\$0.000	00,000
19	\$0.000	000,000	\$0.000	00,000
20	\$0.000	000,000	\$0.000	00,000
21	\$0.000	000,000	\$0.000	00,000
22	\$0.000	000,000	\$0.000	00,000
23	\$0.000	000,000	\$0.000	00,000
24	\$0.000	000,000	\$0.000	00,000
25 (if applicable)	\$0.000	000,000	\$0.000	00,000

RS Gass Complex - Mid Cumberland Regional Health Office

Contract Year Starting at Go-Live	Contracted PPA Rate (\$/kWh)	Expected Annual Delivered Energy Production (kWh)	Contracted Demand Rate (\$/kW)	Contracted Annual Demand Reduction (kW)
1	\$0.000	000,000	\$0.000	00,000
2	\$0.000	000,000	\$0.000	00,000
3	\$0.000	000,000	\$0.000	00,000
4	\$0.000	000,000	\$0.000	00,000
5	\$0.000	000,000	\$0.000	00,000
6	\$0.000	000,000	\$0.000	00,000
7	\$0.000	000,000	\$0.000	00,000
8	\$0.000	000,000	\$0.000	00,000
9	\$0.000	000,000	\$0.000	00,000
10	\$0.000	000,000	\$0.000	00,000
11	\$0.000	000,000	\$0.000	00,000
12	\$0.000	000,000	\$0.000	00,000
13	\$0.000	000,000	\$0.000	00,000
14	\$0.000	000,000	\$0.000	00,000
15	\$0.000	000,000	\$0.000	00,000
16	\$0.000	000,000	\$0.000	00,000
17	\$0.000	000,000	\$0.000	00,000
18	\$0.000	000,000	\$0.000	00,000
19	\$0.000	000,000	\$0.000	00,000
20	\$0.000	000,000	\$0.000	00,000
21	\$0.000	000,000	\$0.000	00,000
22	\$0.000	000,000	\$0.000	00,000
23	\$0.000	000,000	\$0.000	00,000
24	\$0.000	000,000	\$0.000	00,000
25 (if applicable)	\$0.000	000,000	\$0.000	00,000

RS Gass Complex - RS Gass Building

Contract Year Starting at Go-Live	Contracted PPA Rate (\$/kWh)	Expected Annual Delivered Energy Production (kWh)	Contracted Demand Rate (\$/kW)	Contracted Annual Demand Reduction (kW)
1	\$0.000	000,000	\$0.000	00,000
2	\$0.000	000,000	\$0.000	00,000
3	\$0.000	000,000	\$0.000	00,000
4	\$0.000	000,000	\$0.000	00,000
5	\$0.000	000,000	\$0.000	00,000
6	\$0.000	000,000	\$0.000	00,000
7	\$0.000	000,000	\$0.000	00,000
8	\$0.000	000,000	\$0.000	00,000
9	\$0.000	000,000	\$0.000	00,000
10	\$0.000	000,000	\$0.000	00,000
11	\$0.000	000,000	\$0.000	00,000
12	\$0.000	000,000	\$0.000	00,000
13	\$0.000	000,000	\$0.000	00,000
14	\$0.000	000,000	\$0.000	00,000
15	\$0.000	000,000	\$0.000	00,000
16	\$0.000	000,000	\$0.000	00,000
17	\$0.000	000,000	\$0.000	00,000
18	\$0.000	000,000	\$0.000	00,000
19	\$0.000	000,000	\$0.000	00,000
20	\$0.000	000,000	\$0.000	00,000
21	\$0.000	000,000	\$0.000	00,000
22	\$0.000	000,000	\$0.000	00,000
23	\$0.000	000,000	\$0.000	00,000
24	\$0.000	000,000	\$0.000	00,000
25 (if applicable)	\$0.000	000,000	\$0.000	00,000

RS Gass Complex - RS Gass Plant

Contract Year Starting at Go-Live	Contracted PPA Rate (\$/kWh)	Expected Annual Delivered Energy Production (kWh)	Contracted Demand Rate (\$/kW)	Contracted Annual Demand Reduction (kW)
1	\$0.000	000,000	\$0.000	00,000
2	\$0.000	000,000	\$0.000	00,000
3	\$0.000	000,000	\$0.000	00,000
4	\$0.000	000,000	\$0.000	00,000
5	\$0.000	000,000	\$0.000	00,000
6	\$0.000	000,000	\$0.000	00,000
7	\$0.000	000,000	\$0.000	00,000
8	\$0.000	000,000	\$0.000	00,000
9	\$0.000	000,000	\$0.000	00,000
10	\$0.000	000,000	\$0.000	00,000
11	\$0.000	000,000	\$0.000	00,000
12	\$0.000	000,000	\$0.000	00,000
13	\$0.000	000,000	\$0.000	00,000
14	\$0.000	000,000	\$0.000	00,000
15	\$0.000	000,000	\$0.000	00,000
16	\$0.000	000,000	\$0.000	00,000
17	\$0.000	000,000	\$0.000	00,000
18	\$0.000	000,000	\$0.000	00,000
19	\$0.000	000,000	\$0.000	00,000
20	\$0.000	000,000	\$0.000	00,000
21	\$0.000	000,000	\$0.000	00,000
22	\$0.000	000,000	\$0.000	00,000
23	\$0.000	000,000	\$0.000	00,000
24	\$0.000	000,000	\$0.000	00,000
25 (if applicable)	\$0.000	000,000	\$0.000	00,000

RS Gass Complex - TBI Nashville

Contract Year Starting at Go-Live	Contracted PPA Rate (\$/kWh)	Expected Annual Delivered Energy Production (kWh)	Contracted Demand Rate (\$/kW)	Contracted Annual Demand Reduction (kW)
1	\$0.000	000,000	\$0.000	00,000
2	\$0.000	000,000	\$0.000	00,000
3	\$0.000	000,000	\$0.000	00,000
4	\$0.000	000,000	\$0.000	00,000
5	\$0.000	000,000	\$0.000	00,000
6	\$0.000	000,000	\$0.000	00,000
7	\$0.000	000,000	\$0.000	00,000
8	\$0.000	000,000	\$0.000	00,000
9	\$0.000	000,000	\$0.000	00,000
10	\$0.000	000,000	\$0.000	00,000
11	\$0.000	000,000	\$0.000	00,000
12	\$0.000	000,000	\$0.000	00,000
13	\$0.000	000,000	\$0.000	00,000
14	\$0.000	000,000	\$0.000	00,000
15	\$0.000	000,000	\$0.000	00,000
16	\$0.000	000,000	\$0.000	00,000
17	\$0.000	000,000	\$0.000	00,000
18	\$0.000	000,000	\$0.000	00,000
19	\$0.000	000,000	\$0.000	00,000
20	\$0.000	000,000	\$0.000	00,000
21	\$0.000	000,000	\$0.000	00,000
22	\$0.000	000,000	\$0.000	00,000
23	\$0.000	000,000	\$0.000	00,000
24	\$0.000	000,000	\$0.000	00,000
25 (if applicable)	\$0.000	000,000	\$0.000	00,000

RS Gass Complex - TDEC Environmental Assistance Center

Contract Year Starting at Go-Live	Contracted PPA Rate (\$/kWh)	Expected Annual Delivered Energy Production (kWh)	Contracted Demand Rate (\$/kW)	Contracted Annual Demand Reduction (kW)
1	\$0.000	000,000	\$0.000	00,000
2	\$0.000	000,000	\$0.000	00,000
3	\$0.000	000,000	\$0.000	00,000
4	\$0.000	000,000	\$0.000	00,000
5	\$0.000	000,000	\$0.000	00,000
6	\$0.000	000,000	\$0.000	00,000
7	\$0.000	000,000	\$0.000	00,000
8	\$0.000	000,000	\$0.000	00,000
9	\$0.000	000,000	\$0.000	00,000
10	\$0.000	000,000	\$0.000	00,000
11	\$0.000	000,000	\$0.000	00,000
12	\$0.000	000,000	\$0.000	00,000
13	\$0.000	000,000	\$0.000	00,000
14	\$0.000	000,000	\$0.000	00,000
15	\$0.000	000,000	\$0.000	00,000
16	\$0.000	000,000	\$0.000	00,000
17	\$0.000	000,000	\$0.000	00,000
18	\$0.000	000,000	\$0.000	00,000
19	\$0.000	000,000	\$0.000	00,000
20	\$0.000	000,000	\$0.000	00,000
21	\$0.000	000,000	\$0.000	00,000
22	\$0.000	000,000	\$0.000	00,000
23	\$0.000	000,000	\$0.000	00,000
24	\$0.000	000,000	\$0.000	00,000
25 (if applicable)	\$0.000	000,000	\$0.000	00,000

Western Mental Health Institute – Meter 1

Contract Year Starting at Go-Live	Contracted PPA Rate (\$/kWh)	Expected Annual Delivered Energy Production (kWh)	Contracted Demand Rate (\$/kW)	Contracted Annual Demand Reduction (kW)
1	\$0.000	000,000	\$0.000	00,000
2	\$0.000	000,000	\$0.000	00,000
3	\$0.000	000,000	\$0.000	00,000
4	\$0.000	000,000	\$0.000	00,000
5	\$0.000	000,000	\$0.000	00,000
6	\$0.000	000,000	\$0.000	00,000
7	\$0.000	000,000	\$0.000	00,000
8	\$0.000	000,000	\$0.000	00,000
9	\$0.000	000,000	\$0.000	00,000
10	\$0.000	000,000	\$0.000	00,000
11	\$0.000	000,000	\$0.000	00,000
12	\$0.000	000,000	\$0.000	00,000
13	\$0.000	000,000	\$0.000	00,000
14	\$0.000	000,000	\$0.000	00,000
15	\$0.000	000,000	\$0.000	00,000
16	\$0.000	000,000	\$0.000	00,000
17	\$0.000	000,000	\$0.000	00,000
18	\$0.000	000,000	\$0.000	00,000
19	\$0.000	000,000	\$0.000	00,000
20	\$0.000	000,000	\$0.000	00,000
21	\$0.000	000,000	\$0.000	00,000
22	\$0.000	000,000	\$0.000	00,000
23	\$0.000	000,000	\$0.000	00,000
24	\$0.000	000,000	\$0.000	00,000
25 (if applicable)	\$0.000	000,000	\$0.000	00,000

Western Mental Health Institute – Meter 2

Contract Year Starting at Go-Live	Contracted PPA Rate (\$/kWh)	Expected Annual Delivered Energy Production (kWh)	Contracted Demand Rate (\$/kW)	Contracted Annual Demand Reduction (kW)
1	\$0.000	000,000	\$0.000	00,000
2	\$0.000	000,000	\$0.000	00,000
3	\$0.000	000,000	\$0.000	00,000
4	\$0.000	000,000	\$0.000	00,000
5	\$0.000	000,000	\$0.000	00,000
6	\$0.000	000,000	\$0.000	00,000
7	\$0.000	000,000	\$0.000	00,000
8	\$0.000	000,000	\$0.000	00,000
9	\$0.000	000,000	\$0.000	00,000
10	\$0.000	000,000	\$0.000	00,000
11	\$0.000	000,000	\$0.000	00,000
12	\$0.000	000,000	\$0.000	00,000
13	\$0.000	000,000	\$0.000	00,000
14	\$0.000	000,000	\$0.000	00,000
15	\$0.000	000,000	\$0.000	00,000
16	\$0.000	000,000	\$0.000	00,000
17	\$0.000	000,000	\$0.000	00,000
18	\$0.000	000,000	\$0.000	00,000
19	\$0.000	000,000	\$0.000	00,000
20	\$0.000	000,000	\$0.000	00,000
21	\$0.000	000,000	\$0.000	00,000
22	\$0.000	000,000	\$0.000	00,000
23	\$0.000	000,000	\$0.000	00,000
24	\$0.000	000,000	\$0.000	00,000
25 (if applicable)	\$0.000	000,000	\$0.000	00,000

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
- Inverters shall meet the requirements of IEEE 1547a for interconnectivity

Energy Storage Systems

- Equipment testing and safety certifications, including:
 - UL 1741 for inverter systems and
 - UL 1973 for integrated stationary energy storage systems.
- Outdoor-rated equipment capable of full-nameplate operation from -25C to 45C, with auxiliary thermal management as required to achieve operation at high and low temperatures.
- Minimum 80% Round Trip Efficiency (RTE) after all thermal, communication and station loads are accounted for
 - $RTE = (AC \text{ energy produced at output of system, net of station loads, in a 2hr discharge from 100\% to 0\% State of Charge (SOC)} / (AC \text{ energy consumed by system, inclusive of station loads, in a 2hr charge from 0\% to 100\% SOC})$
- Monitoring and Control Equipment shall monitor and report the load profile of the building and PV system in real time and be capable of predicting weather, load patterns and utility rates to provide the most optimal control of the Energy Storage Equipment. Monitoring equipment shall report to the State energy data collection system.

Transformers

- Transformers shall be sized to accommodate up to 20% additional capacity.

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 operate independently from an Electric Utility grid during a power outage or during a voluntary transfer from the grid 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.
- Advanced inverters which meet IEEE 1547a shall be included for solar or any other DC source. Provide spare conduit from the BoS into the electrical room for future islanding capability.
- All site locations shall include inverters capable of Islanding as described above. The State may elect to implement Islanding at a future date outside of the scope of this contract.

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.
- All equipment shall be enclosed in a secure fenced perimeter. The fence shall be 6' tall chain link topped with 3 strands of barbed wire.
- Vegetation within the fenced perimeter shall be maintained at no higher than 12" at all times.

Ground Mounted 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, unless specifically noted otherwise on Attachment 3.1. 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.

ANNUAL TERMINATION PAYMENT SCHEDULE

To be completed prior to Contract signing.

Bledsoe County Correctional Complex	
Contract Year Starting at Go-Live	Termination Payment Amount (\$)
7	\$0.000
8	\$0.000
9	\$0.000
10	\$0.000
11	\$0.000
12	\$0.000
13	\$0.000
14	\$0.000
15	\$0.000
16	\$0.000
17	\$0.000
18	\$0.000
19	\$0.000
20	\$0.000
21	\$0.000
22	\$0.000
23	\$0.000
24	\$0.000
25 (if applicable)	\$0.000

Northeast Correctional Complex	
Contract Year Starting at Go-Live	Termination Payment Amount (\$)
7	\$0.000
8	\$0.000
9	\$0.000
10	\$0.000
11	\$0.000
12	\$0.000
13	\$0.000
14	\$0.000
15	\$0.000
16	\$0.000
17	\$0.000
18	\$0.000
19	\$0.000
20	\$0.000
21	\$0.000
22	\$0.000
23	\$0.000
24	\$0.000
25 (if applicable)	\$0.000

Northwest Correctional Complex	
Contract Year Starting at Go-Live	Termination Payment Amount (\$)
7	\$0.000
8	\$0.000
9	\$0.000
10	\$0.000
11	\$0.000
12	\$0.000
13	\$0.000
14	\$0.000
15	\$0.000
16	\$0.000
17	\$0.000
18	\$0.000
19	\$0.000
20	\$0.000
21	\$0.000
22	\$0.000
23	\$0.000
24	\$0.000
25 (if applicable)	\$0.000

Tennessee Prison for Women	
Contract Year Starting at Go-Live	Termination Payment Amount (\$)
7	\$0.000
8	\$0.000
9	\$0.000
10	\$0.000
11	\$0.000
12	\$0.000
13	\$0.000
14	\$0.000
15	\$0.000
16	\$0.000
17	\$0.000
18	\$0.000
19	\$0.000
20	\$0.000
21	\$0.000
22	\$0.000
23	\$0.000
24	\$0.000
25 (if applicable)	\$0.000

Porter Lab	
Contract Year Starting at Go-Live	Termination Payment Amount (\$)
7	\$0.000
8	\$0.000
9	\$0.000
10	\$0.000
11	\$0.000
12	\$0.000
13	\$0.000
14	\$0.000
15	\$0.000
16	\$0.000
17	\$0.000
18	\$0.000
19	\$0.000
20	\$0.000
21	\$0.000
22	\$0.000
23	\$0.000
24	\$0.000
25 (if applicable)	\$0.000

RS Gass Complex – Mid Cumberland Regional Health Office	
Contract Year Starting at Go-Live	Termination Payment Amount (\$)
7	\$0.000
8	\$0.000
9	\$0.000
10	\$0.000
11	\$0.000
12	\$0.000
13	\$0.000
14	\$0.000
15	\$0.000
16	\$0.000
17	\$0.000
18	\$0.000
19	\$0.000
20	\$0.000
21	\$0.000
22	\$0.000
23	\$0.000
24	\$0.000
25 (if applicable)	\$0.000

RS Gass Complex – RS Gass Building	
Contract Year Starting at Go-Live	Termination Payment Amount (\$)
7	\$0.000
8	\$0.000
9	\$0.000
10	\$0.000
11	\$0.000
12	\$0.000
13	\$0.000
14	\$0.000
15	\$0.000
16	\$0.000
17	\$0.000
18	\$0.000
19	\$0.000
20	\$0.000
21	\$0.000
22	\$0.000
23	\$0.000
24	\$0.000
25 (if applicable)	\$0.000

RS Gass Complex – RS Gass Plant	
Contract Year Starting at Go-Live	Termination Payment Amount (\$)
7	\$0.000
8	\$0.000
9	\$0.000
10	\$0.000
11	\$0.000
12	\$0.000
13	\$0.000
14	\$0.000
15	\$0.000
16	\$0.000
17	\$0.000
18	\$0.000
19	\$0.000
20	\$0.000
21	\$0.000
22	\$0.000
23	\$0.000
24	\$0.000
25 (if applicable)	\$0.000

RS Gass Complex - TBI Nashville	
Contract Year Starting at Go-Live	Termination Payment Amount (\$)
7	\$0.000
8	\$0.000
9	\$0.000
10	\$0.000
11	\$0.000
12	\$0.000
13	\$0.000
14	\$0.000
15	\$0.000
16	\$0.000
17	\$0.000
18	\$0.000
19	\$0.000
20	\$0.000
21	\$0.000
22	\$0.000
23	\$0.000
24	\$0.000
25 (if applicable)	\$0.000

RS Gass Complex – TDEC Environmental Assistance Center	
Contract Year Starting at Go-Live	Termination Payment Amount (\$)
7	\$0.000
8	\$0.000
9	\$0.000
10	\$0.000
11	\$0.000
12	\$0.000
13	\$0.000
14	\$0.000
15	\$0.000
16	\$0.000
17	\$0.000
18	\$0.000
19	\$0.000
20	\$0.000
21	\$0.000
22	\$0.000
23	\$0.000
24	\$0.000
25 (if applicable)	\$0.000

Western Mental Health Institute – Meter 1	
Contract Year Starting at Go-Live	Termination Payment Amount (\$)
7	\$0.000
8	\$0.000
9	\$0.000
10	\$0.000
11	\$0.000
12	\$0.000
13	\$0.000
14	\$0.000
15	\$0.000
16	\$0.000
17	\$0.000
18	\$0.000
19	\$0.000
20	\$0.000
21	\$0.000
22	\$0.000
23	\$0.000
24	\$0.000
25 (if applicable)	\$0.000

Western Mental Health Institute – Meter 2	
Contract Year Starting at Go-Live	Termination Payment Amount (\$)
7	\$0.000
8	\$0.000
9	\$0.000
10	\$0.000
11	\$0.000
12	\$0.000
13	\$0.000
14	\$0.000
15	\$0.000
16	\$0.000
17	\$0.000
18	\$0.000
19	\$0.000
20	\$0.000
21	\$0.000
22	\$0.000
23	\$0.000
24	\$0.000
25 (if applicable)	\$0.000

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.

ATTACHMENT 8

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.

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

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is made and entered into as of this the ____ day of _____, 2016 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 the state owned premises commonly known as _____ (the "Facility") which are depicted on Exhibit A attached hereto together with all access routes, corridors, roads and the like necessary to reach the identified portions of the Facility (the "Licensed Premises").

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 Contractor pursuant to that certain Power Purchase Agreement ("PPA") 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 License.
4. **MAINTENANCE**– The costs to maintain the Licensed Premises in a good, clean, neat, and safe condition shall be at the sole expense of Licensee.
5. **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.
6. **COMPLIANCE** – Should Licensee fail or neglect to comply with any term or condition of this License or the terms or conditions in any written notice and demand from the State, this 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 License.

- 7. **TERMINATION**– This License shall be effective so long as Licensee continues to provide services to the Facility under the terms of the PPA..
- 8. **ASSIGNMENT** – This License shall not be transferred, conveyed or assigned to another party without prior written approval from the State.
- 9. **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 License to be executed the day and year first above written.

LICENSEE:

STATE:

STATE OF TENNESSEE

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



BILL HASLAM
Governor

TENNESSEE BUREAU OF INVESTIGATION
 901 R.S. Gass Boulevard
 Nashville, Tennessee 37216-2639
 (615) 744-4000
 TDD (615) 744-4001



MARK GWYN
Director

TENNESSEE INFORMATION ENFORCEMENT SYSTEM VENDOR USER AGREEMENT

This agreement is made and entered into between the Tennessee Bureau of Investigation (TBI), a department of government of the State of Tennessee and _____, referred to herein as the Vendor, to be effective on the date hereafter provided.

The Tennessee Bureau of Investigation, administering the Tennessee Crime Information Center (TCIC), pursuant to the laws of Tennessee including Chapter 10 of Title 38 and a written agreement between the TBI for the State of Tennessee and the Department of Justice for the United States Government, agrees to provide available criminal justice-related information and/or interfaces for the transmission and/or retrieval of said information, subject to the following provisions:

The vendor must have a specific agreement / contract with each criminal justice agency for which it provides services for the administration of criminal justice, to include criminal justice dispatching functions or data processing/information services for the criminal justice agency or agencies to access the Tennessee Information Enforcement System (TIES) network. Pursuant to the Federal Bureau of Investigation's (FBI) Criminal Justice Information Services (CJIS) Security Policy, the agreement between the vendor and the criminal justice agency must incorporate the CJIS Security Addendum approved by the Director of the FBI (acting for the U. S. Attorney General), as referenced in Title 28 CFR 20.33 (a)(7). The security addendum specifically authorizes access to criminal history record information and criminal justice information, limits the use of the information to the specific purposes for which it is provided, ensures the security and confidentiality of the information consistent with applicable laws and regulations, and the CJIS Security Policy provides for sanctions, and contains such other provisions as the Attorney General may require.

The TBI, the CJIS Systems Agency (CSA) in Tennessee, will provide the vendor with such access to the TIES network as needed by the vendor for the performance of its duties, pursuant to the provisions of the agreement with the criminal justice agency for which it provides services. Such access by the vendor shall be in compliance with the CJIS Security Policy, as amended, and the rules, regulations, policies, and procedures promulgated by the TBI, the National Crime Information Center (NCIC), and the International Justice and Public Safety Network (NIets), relating to the operation of these networks and the acquirement, transmission, use and dissemination of criminal justice information available for these networks.

If the vendor provides a workstation or software interface application for the criminal justice agencies to utilize the TIES network, to include sending and receiving images when applicable, the vendor must ensure that the application is kept up to date with current



INTERNATIONALLY ACCREDITED SINCE 1994

TIES Vendor User Agreement
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functions and requirements. The vendor and its product must also have been approved by TBI.

The vendor agrees that use of the TIES network will be strictly limited to the administration of criminal justice support functions of the vendor. Under no circumstances shall criminal justice information be disseminated further. Remote access is only allowed for technical support. The vendor must not unlawfully access the TIES network/data for any other reason. The use of any remote access software is permitted only for the purpose of providing technical support to the private network or individual TIES devices. Furthermore, any software used to remotely access criminal justice computer systems, whether for maintenance, repair, or any other purpose, must be implemented in such a manner as to provide for the following:

- A. No connection shall be made without operator intervention to allow the connection. This can be achieved in any manner applicable to the software being used, but shall not allow access without an operator manually enabling it;
- B. Any person accessing the criminal justice system must have his/her own unique ID for connecting to the device via the remote control software;
- C. Passwords for accessing the criminal justice system must meet the CJIS standards for passwords; and,
- D. All connections must be logged with date, time, ID of remote user, and duration of the connection.

Through the supported agency, the vendor must submit to TBI, for review and approval, written documentation describing the use of remote access software, and the security measures that will be implemented to ensure the integrity of the TIES network/data, prior to installing any type of remote control access software on the private network or the TIES devices.

The vendor must not add additional TIES network accessible devices without TBI approval, through the supported agency. TIES network access must be limited to devices approved by TBI. The vendor shall be responsible for all maintenance/diagnostics beyond the connectivity point provided by the TBI. Since public safety and criminal justice operations are critical to the lives, safety, and property of citizens, the vendor must provide the highest operational support priority to the criminal justice devices serviced by the vendor. Other applications must not interfere with the delivery of criminal justice messages. The vendor shall familiarize the agency with the hardware, software, boot-up procedures and error messages. The vendor must configure the device software as specified by the TBI.

The vendor shall advise its employees of the penalties for misuse of criminal justice information. The vendor's employees, who manage, operate, develop, access and maintain criminal justice systems, shall be subject to background investigations as prescribed by the TBI and the FBI, which include the submission of applicant fingerprint cards. In addition, all applicable vendor employees shall read the CJIS security addendum and sign the certification form, which shall be appended to this agreement.

TIES Vendor User Agreement
Page 3 of 3

Nothing in this agreement shall be interpreted as giving authority to the vendor to invade the privacy of any citizen. The vendor agrees to immediately remove any employee from assignments covered by this contract for security violations, pending further investigation. In addition, any violation of system discipline or operational policies related to system discipline shall immediately be reported in writing to the TBI's Information Security Officer.

The TBI reserves the right to terminate this agreement, with or without notice, upon determining that the vendor has violated terms of this agreement and/or the rules, regulations, policies and procedures of TBI, TIES, FBI, NCIC, or Nlets.

Vendor:

Authorized Representative (Printed Name / Signature)

Title

Date

Tennessee Bureau of Investigation:

Director

Date

CJIS Systems Officer

Date

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

SBC# 460/000-06-2015
POWER PURCHASE AGREEMENT
RFP Attachment 6.3 Cost Proposal

State of Tennessee
Department of General Services

SBC# 460/000-06-2015
POWER PURCHASE AGREEMENT
 RFP Attachment 6.3 Cost Proposal
 Introduction, Cost Proposal Summary & Scoring Guide

Proposer Legal Entity Name: <Specify>
Please Complete Yellow Shaded Areas

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point. The subsequent tabs of this workbook may contain further instructions for completing the Cost Proposal.

The Panel Degredation Factors & Inverter Degredation Factors can not be reduced by less than the manufacturers warranted degredation factor on an annual basis. If a panel or inverter is scheduled to be replaced s reflected in respondants answer to RFP Attachment 6.2 item C.5, then the degredation factor may be reset to 1.00.

- The State reserves the right to exclude a Site from the resulting PPA in the event that the net present value of the “savings” for that Site is less than or equal to \$0. Notwithstanding the potential exclusion of the Site from the resulting PPA, the “savings” calculation from that Site will still be used to calculate the Respondent’s Total Projected Savings.

Respondent Signature:	
Printed Name & Title:	
Date:	

Total Projected Savings Formula:

$$NPV \sum_{n=1}^N \{ (EADEP \times EAERU) - (EADEP \times PPAER) \} + \{ (ADR \times EADRU) - (ADR \times PPADR) \}$$

* N = Where ‘n’ is the year number for the savings and the assumed annual inflation rate of utility costs is 1.5%.

EADEP = Expected Annual Delivered Energy Production

EAERU = Escalated Annual Energy Rate from Utility

PPAER = PPA Energy Rate

ADR = Annual Demand Reduction

EADRU = Escalated Annual Demand Rate from Utility

PPADR = PPA Demand Rate

Summary of Cost Proposal

Cost Item Description	Total Projected Savings of Respondent	State Use Only
Total Projected Savings of Respondent	\$0.00	

State Use – RFP Coordinator Signature, Printed Name & Date:

Bledsoe County Correctional Complex

Current Annual Energy Usage (kWh)	Current Annual Energy Cost (\$)	Current Consumption Rate (\$/kWh)		Current Annual Demand	Current Demand Rate				Annual Escalation Rate
19,471,200	\$ 1,207,865.00	\$ 0.0620		36,328	\$ 14.19				1.50%

Contract Year	PPA Energy Rate (\$/kWh)	Expected Annual Delivered Energy Production (kWh)	Escalated Annual Energy Rate from Utility	Avoided Utility Consumption Cost (\$)	PPA Demand Rate (\$/kW)	Annual Demand Reduction (kW)	Escalated Annual Demand Rate from Utility	Annual Consumption Savings (\$)	Annual Demand Savings (\$)	Total Annual Projected Savings (\$)
1			\$ 0.0620	\$ -			\$ 14.1900	\$ -	\$0.00	\$ -
2			\$ 0.0630	\$ -			\$ 14.4029	\$ -	\$0.00	\$ -
3			\$ 0.0639	\$ -			\$ 14.6189	\$ -	\$0.00	\$ -
4			\$ 0.0649	\$ -			\$ 14.8382	\$ -	\$0.00	\$ -
5			\$ 0.0658	\$ -			\$ 15.0607	\$ -	\$0.00	\$ -
6			\$ 0.0668	\$ -			\$ 15.2867	\$ -	\$0.00	\$ -
7			\$ 0.0678	\$ -			\$ 15.5160	\$ -	\$0.00	\$ -
8			\$ 0.0688	\$ -			\$ 15.7487	\$ -	\$0.00	\$ -
9			\$ 0.0699	\$ -			\$ 15.9849	\$ -	\$0.00	\$ -
10			\$ 0.0709	\$ -			\$ 16.2247	\$ -	\$0.00	\$ -
11			\$ 0.0720	\$ -			\$ 16.4681	\$ -	\$0.00	\$ -
12			\$ 0.0731	\$ -			\$ 16.7151	\$ -	\$0.00	\$ -
13			\$ 0.0742	\$ -			\$ 16.9658	\$ -	\$0.00	\$ -
14			\$ 0.0753	\$ -			\$ 17.2203	\$ -	\$0.00	\$ -
15			\$ 0.0764	\$ -			\$ 17.4786	\$ -	\$0.00	\$ -
16			\$ 0.0776	\$ -			\$ 17.7408	\$ -	\$0.00	\$ -
17			\$ 0.0787	\$ -			\$ 18.0069	\$ -	\$0.00	\$ -
18			\$ 0.0799	\$ -			\$ 18.2770	\$ -	\$0.00	\$ -
19			\$ 0.0811	\$ -			\$ 18.5512	\$ -	\$0.00	\$ -
20			\$ 0.0823	\$ -			\$ 18.8294	\$ -	\$0.00	\$ -
21			\$ 0.0836	\$ -			\$ 19.1119	\$ -	\$0.00	\$ -
22			\$ 0.0848	\$ -			\$ 19.3986	\$ -	\$0.00	\$ -
23			\$ 0.0861	\$ -			\$ 19.6895	\$ -	\$0.00	\$ -
24			\$ 0.0874	\$ -			\$ 19.9849	\$ -	\$0.00	\$ -
25			\$ 0.0887	\$ -			\$ 20.2846	\$ -	\$0.00	\$ -
Total		-		\$ -				\$ -	\$0.00	\$ -

NPV= \$0.00

Legend

	Calculated
	Proposer Provided
	State Provided

Northeast Correctional Complex

Current Annual Energy Usage (kWh)	Current Annual Energy Cost (\$)	Current Consumption Rate (\$/kWh)		Current Annual Demand	Current Demand Rate				Annual Escalation Rate
9,381,600	\$ 573,137.00	\$ 0.0611		21,102	\$ 14.51				1.50%

Contract Year	PPA Energy Rate (\$/kWh)	Expected Annual Delivered Energy Production (kWh)	Escalated Annual Energy Rate from Utility	Avoided Utility Consonsumption Cost (\$)	PPA Demand Rate (\$/kW)	Annual Demand Reduction (kW)	Escalated Annual Demand Rate from Utility	Annual Consumption Savings (\$)	Annual Demand Savings (\$)	Total Annual Projected Savings (\$)
1			\$ 0.0611	\$ -			\$ 14.5100	\$ -	\$0.00	\$ -
2			\$ 0.0620	\$ -			\$ 14.7277	\$ -	\$0.00	\$ -
3			\$ 0.0629	\$ -			\$ 14.9486	\$ -	\$0.00	\$ -
4			\$ 0.0639	\$ -			\$ 15.1728	\$ -	\$0.00	\$ -
5			\$ 0.0648	\$ -			\$ 15.4004	\$ -	\$0.00	\$ -
6			\$ 0.0658	\$ -			\$ 15.6314	\$ -	\$0.00	\$ -
7			\$ 0.0668	\$ -			\$ 15.8659	\$ -	\$0.00	\$ -
8			\$ 0.0678	\$ -			\$ 16.1038	\$ -	\$0.00	\$ -
9			\$ 0.0688	\$ -			\$ 16.3454	\$ -	\$0.00	\$ -
10			\$ 0.0699	\$ -			\$ 16.5906	\$ -	\$0.00	\$ -
11			\$ 0.0709	\$ -			\$ 16.8394	\$ -	\$0.00	\$ -
12			\$ 0.0720	\$ -			\$ 17.0920	\$ -	\$0.00	\$ -
13			\$ 0.0730	\$ -			\$ 17.3484	\$ -	\$0.00	\$ -
14			\$ 0.0741	\$ -			\$ 17.6086	\$ -	\$0.00	\$ -
15			\$ 0.0752	\$ -			\$ 17.8728	\$ -	\$0.00	\$ -
16			\$ 0.0764	\$ -			\$ 18.1409	\$ -	\$0.00	\$ -
17			\$ 0.0775	\$ -			\$ 18.4130	\$ -	\$0.00	\$ -
18			\$ 0.0787	\$ -			\$ 18.6892	\$ -	\$0.00	\$ -
19			\$ 0.0799	\$ -			\$ 18.9695	\$ -	\$0.00	\$ -
20			\$ 0.0811	\$ -			\$ 19.2541	\$ -	\$0.00	\$ -
21			\$ 0.0823	\$ -			\$ 19.5429	\$ -	\$0.00	\$ -
22			\$ 0.0835	\$ -			\$ 19.8360	\$ -	\$0.00	\$ -
23			\$ 0.0848	\$ -			\$ 20.1335	\$ -	\$0.00	\$ -
24			\$ 0.0860	\$ -			\$ 20.4356	\$ -	\$0.00	\$ -
25			\$ 0.0873	\$ -			\$ 20.7421	\$ -	\$0.00	\$ -
Total		-		\$ -				\$ -	\$0.00	\$ -

NPV= \$0.00

Legend

	Calculated
	Proposer Provided
	State Provided

Northwest Correctional Complex									
Current Annual Energy Usage (kWh)	Current Annual Energy Cost (\$)	Current Consumption Rate (\$/kWh)		Current Annual Demand	Current Demand Rate				Annual Escalation Rate
14,367,600	\$ 1,310,698.00	\$ 0.0912		28,870	\$ 16.711				1.50%

Contract Year	PPA Energy Rate (\$/kWh)	Expected Annual Delivered Energy Production (kWh)	Escalated Annual Energy Rate from Utility	Avoided Utility Consonsumption Cost (\$)	PPA Demand Rate (\$/kW)	Annual Demand Reduction (kW)	Escalated Annual Demand Rate from Utility	Annual Consumption Savings (\$)	Annual Demand Savings (\$)	Total Annual Projected Savings (\$)
1			\$ 0.0912	\$ -			\$ 16.7110	\$ -	\$0.00	\$ -
2			\$ 0.0926	\$ -			\$ 16.9617	\$ -	\$0.00	\$ -
3			\$ 0.0940	\$ -			\$ 17.2161	\$ -	\$0.00	\$ -
4			\$ 0.0954	\$ -			\$ 17.4743	\$ -	\$0.00	\$ -
5			\$ 0.0968	\$ -			\$ 17.7364	\$ -	\$0.00	\$ -
6			\$ 0.0983	\$ -			\$ 18.0025	\$ -	\$0.00	\$ -
7			\$ 0.0998	\$ -			\$ 18.2725	\$ -	\$0.00	\$ -
8			\$ 0.1012	\$ -			\$ 18.5466	\$ -	\$0.00	\$ -
9			\$ 0.1028	\$ -			\$ 18.8248	\$ -	\$0.00	\$ -
10			\$ 0.1043	\$ -			\$ 19.1072	\$ -	\$0.00	\$ -
11			\$ 0.1059	\$ -			\$ 19.3938	\$ -	\$0.00	\$ -
12			\$ 0.1075	\$ -			\$ 19.6847	\$ -	\$0.00	\$ -
13			\$ 0.1091	\$ -			\$ 19.9800	\$ -	\$0.00	\$ -
14			\$ 0.1107	\$ -			\$ 20.2797	\$ -	\$0.00	\$ -
15			\$ 0.1124	\$ -			\$ 20.5839	\$ -	\$0.00	\$ -
16			\$ 0.1141	\$ -			\$ 20.8926	\$ -	\$0.00	\$ -
17			\$ 0.1158	\$ -			\$ 21.2060	\$ -	\$0.00	\$ -
18			\$ 0.1175	\$ -			\$ 21.5241	\$ -	\$0.00	\$ -
19			\$ 0.1193	\$ -			\$ 21.8470	\$ -	\$0.00	\$ -
20			\$ 0.1211	\$ -			\$ 22.1747	\$ -	\$0.00	\$ -
21			\$ 0.1229	\$ -			\$ 22.5073	\$ -	\$0.00	\$ -
22			\$ 0.1247	\$ -			\$ 22.8449	\$ -	\$0.00	\$ -
23			\$ 0.1266	\$ -			\$ 23.1876	\$ -	\$0.00	\$ -
24			\$ 0.1285	\$ -			\$ 23.5354	\$ -	\$0.00	\$ -
25			\$ 0.1304	\$ -			\$ 23.8884	\$ -	\$0.00	\$ -
Total		-		\$ -				\$ -	\$0.00	\$ -

NPV= \$0.00

Legend

	Calculated
	Proposer Provided
	State Provided

Tennessee Prison for Women									
Current Annual Energy Usage (kWh)	Current Annual Energy Cost (\$)	Current Consumption Rate (\$/kWh)		Current Annual Demand	Current Demand Rate				Annual Escalation Rate
6,221,514	\$ 444,855.32	\$ 0.0715		12,104	\$ 12.06				1.50%

Contract Year	PPA Energy Rate (\$/kWh)	Expected Annual Delivered Energy Production (kWh)	Escalated Annual Energy Rate from Utility	Avoided Utility Consumption Cost (\$)	PPA Demand Rate (\$/kW)	Annual Demand Reduction (kW)	Escalated Annual Demand Rate from Utility	Annual Consumption Savings (\$)	Annual Demand Savings (\$)	Total Annual Projected Savings (\$)
1			\$ 0.0715	\$ -			\$ 12.0600	\$ -	\$0.00	\$ -
2			\$ 0.0726	\$ -			\$ 12.2409	\$ -	\$0.00	\$ -
3			\$ 0.0737	\$ -			\$ 12.4245	\$ -	\$0.00	\$ -
4			\$ 0.0748	\$ -			\$ 12.6109	\$ -	\$0.00	\$ -
5			\$ 0.0759	\$ -			\$ 12.8000	\$ -	\$0.00	\$ -
6			\$ 0.0770	\$ -			\$ 12.9920	\$ -	\$0.00	\$ -
7			\$ 0.0782	\$ -			\$ 13.1869	\$ -	\$0.00	\$ -
8			\$ 0.0794	\$ -			\$ 13.3847	\$ -	\$0.00	\$ -
9			\$ 0.0805	\$ -			\$ 13.5855	\$ -	\$0.00	\$ -
10			\$ 0.0818	\$ -			\$ 13.7893	\$ -	\$0.00	\$ -
11			\$ 0.0830	\$ -			\$ 13.9961	\$ -	\$0.00	\$ -
12			\$ 0.0842	\$ -			\$ 14.2061	\$ -	\$0.00	\$ -
13			\$ 0.0855	\$ -			\$ 14.4192	\$ -	\$0.00	\$ -
14			\$ 0.0868	\$ -			\$ 14.6354	\$ -	\$0.00	\$ -
15			\$ 0.0881	\$ -			\$ 14.8550	\$ -	\$0.00	\$ -
16			\$ 0.0894	\$ -			\$ 15.0778	\$ -	\$0.00	\$ -
17			\$ 0.0907	\$ -			\$ 15.3040	\$ -	\$0.00	\$ -
18			\$ 0.0921	\$ -			\$ 15.5335	\$ -	\$0.00	\$ -
19			\$ 0.0935	\$ -			\$ 15.7665	\$ -	\$0.00	\$ -
20			\$ 0.0949	\$ -			\$ 16.0030	\$ -	\$0.00	\$ -
21			\$ 0.0963	\$ -			\$ 16.2431	\$ -	\$0.00	\$ -
22			\$ 0.0977	\$ -			\$ 16.4867	\$ -	\$0.00	\$ -
23			\$ 0.0992	\$ -			\$ 16.7340	\$ -	\$0.00	\$ -
24			\$ 0.1007	\$ -			\$ 16.9850	\$ -	\$0.00	\$ -
25			\$ 0.1022	\$ -			\$ 17.2398	\$ -	\$0.00	\$ -
Total				\$ -				\$ -	\$0.00	\$ -

NPV= \$0.00

Legend

	Calculated
	Proposer Provided
	State Provided

Ellington Agricultural Center Porter Lab									
Current Annual Energy Usage (kWh)	Current Annual Energy Cost (\$)	Current Consumption Rate (\$/kWh)		Current Annual Demand	Current Demand Rate				Annual Escalation Rate
3,552,750	\$ 224,289.12	\$ 0.0631		8,668	\$ 13.27				1.50%

Contract Year	PPA Energy Rate (\$/kWh)	Expected Annual Delivered Energy Production (kWh)	Escalated Annual Energy Rate from Utility	Avoided Utility Conconsumption Cost (\$)	PPA Demand Rate (\$/kW)	Annual Demand Reduction (kW)	Escalated Annual Demand Rate from Utility	Annual Consumption Savings (\$)	Annual Demand Savings (\$)	Total Annual Projected Savings (\$)
1			\$ 0.0631	\$ -			\$ 13.2720	\$ -	\$0.00	\$ -
2			\$ 0.0641	\$ -			\$ 13.4711	\$ -	\$0.00	\$ -
3			\$ 0.0650	\$ -			\$ 13.6731	\$ -	\$0.00	\$ -
4			\$ 0.0660	\$ -			\$ 13.8782	\$ -	\$0.00	\$ -
5			\$ 0.0670	\$ -			\$ 14.0864	\$ -	\$0.00	\$ -
6			\$ 0.0680	\$ -			\$ 14.2977	\$ -	\$0.00	\$ -
7			\$ 0.0690	\$ -			\$ 14.5122	\$ -	\$0.00	\$ -
8			\$ 0.0701	\$ -			\$ 14.7299	\$ -	\$0.00	\$ -
9			\$ 0.0711	\$ -			\$ 14.9508	\$ -	\$0.00	\$ -
10			\$ 0.0722	\$ -			\$ 15.1751	\$ -	\$0.00	\$ -
11			\$ 0.0733	\$ -			\$ 15.4027	\$ -	\$0.00	\$ -
12			\$ 0.0744	\$ -			\$ 15.6337	\$ -	\$0.00	\$ -
13			\$ 0.0755	\$ -			\$ 15.8682	\$ -	\$0.00	\$ -
14			\$ 0.0766	\$ -			\$ 16.1063	\$ -	\$0.00	\$ -
15			\$ 0.0778	\$ -			\$ 16.3479	\$ -	\$0.00	\$ -
16			\$ 0.0789	\$ -			\$ 16.5931	\$ -	\$0.00	\$ -
17			\$ 0.0801	\$ -			\$ 16.8420	\$ -	\$0.00	\$ -
18			\$ 0.0813	\$ -			\$ 17.0946	\$ -	\$0.00	\$ -
19			\$ 0.0825	\$ -			\$ 17.3510	\$ -	\$0.00	\$ -
20			\$ 0.0838	\$ -			\$ 17.6113	\$ -	\$0.00	\$ -
21			\$ 0.0850	\$ -			\$ 17.8755	\$ -	\$0.00	\$ -
22			\$ 0.0863	\$ -			\$ 18.1436	\$ -	\$0.00	\$ -
23			\$ 0.0876	\$ -			\$ 18.4157	\$ -	\$0.00	\$ -
24			\$ 0.0889	\$ -			\$ 18.6920	\$ -	\$0.00	\$ -
25			\$ 0.0902	\$ -			\$ 18.9724	\$ -	\$0.00	\$ -
Total		-		\$ -				\$ -	\$0.00	\$ -

NPV= \$0.00

Legend

	Calculated
	Proposer Provided
	State Provided

RS Gass Complex - Mid Cumberland Regional Health

Current Annual Energy Usage (kWh)	Current Annual Energy Cost (\$)	Current Consumption Rate (\$/kWh)		Current Annual Demand	Current Demand Rate				Annual Escalation Rate
488,160	\$ 38,998.11	\$ 0.0799		1,212	\$ 7.29				1.50%

Contract Year	PPA Energy Rate (\$/kWh)	Expected Annual Delivered Energy Production (kWh)	Escalated Annual Energy Rate from Utility	Avoided Utility Consonsumption Cost (\$)	PPA Demand Rate (\$/kW)	Annual Demand Reduction (kW)	Escalated Annual Demand Rate from Utility	Annual Consumption Savings (\$)	Annual Demand Savings (\$)	Total Annual Projected Savings (\$)
1			\$ 0.0799	\$ -			\$ 7.2900	\$ -	\$0.00	\$ -
2			\$ 0.0811	\$ -			\$ 7.3994	\$ -	\$0.00	\$ -
3			\$ 0.0823	\$ -			\$ 7.5103	\$ -	\$0.00	\$ -
4			\$ 0.0835	\$ -			\$ 7.6230	\$ -	\$0.00	\$ -
5			\$ 0.0848	\$ -			\$ 7.7373	\$ -	\$0.00	\$ -
6			\$ 0.0861	\$ -			\$ 7.8534	\$ -	\$0.00	\$ -
7			\$ 0.0874	\$ -			\$ 7.9712	\$ -	\$0.00	\$ -
8			\$ 0.0887	\$ -			\$ 8.0908	\$ -	\$0.00	\$ -
9			\$ 0.0900	\$ -			\$ 8.2121	\$ -	\$0.00	\$ -
10			\$ 0.0913	\$ -			\$ 8.3353	\$ -	\$0.00	\$ -
11			\$ 0.0927	\$ -			\$ 8.4603	\$ -	\$0.00	\$ -
12			\$ 0.0941	\$ -			\$ 8.5872	\$ -	\$0.00	\$ -
13			\$ 0.0955	\$ -			\$ 8.7161	\$ -	\$0.00	\$ -
14			\$ 0.0969	\$ -			\$ 8.8468	\$ -	\$0.00	\$ -
15			\$ 0.0984	\$ -			\$ 8.9795	\$ -	\$0.00	\$ -
16			\$ 0.0999	\$ -			\$ 9.1142	\$ -	\$0.00	\$ -
17			\$ 0.1014	\$ -			\$ 9.2509	\$ -	\$0.00	\$ -
18			\$ 0.1029	\$ -			\$ 9.3897	\$ -	\$0.00	\$ -
19			\$ 0.1044	\$ -			\$ 9.5305	\$ -	\$0.00	\$ -
20			\$ 0.1060	\$ -			\$ 9.6735	\$ -	\$0.00	\$ -
21			\$ 0.1076	\$ -			\$ 9.8186	\$ -	\$0.00	\$ -
22			\$ 0.1092	\$ -			\$ 9.9659	\$ -	\$0.00	\$ -
23			\$ 0.1108	\$ -			\$ 10.1153	\$ -	\$0.00	\$ -
24			\$ 0.1125	\$ -			\$ 10.2671	\$ -	\$0.00	\$ -
25			\$ 0.1142	\$ -			\$ 10.4211	\$ -	\$0.00	\$ -
Total		-		\$ -				\$ -	\$0.00	\$ -

NPV= \$0.00

Legend

	Calculated
	Proposer Provided
	State Provided

RS Gass Complex - RS Gass Building									
Current Annual Energy Usage (kWh)	Current Annual Energy Cost (\$)	Current Consumption Rate (\$/kWh)		Current Annual Demand	Current Demand Rate				Annual Escalation Rate
3,393,600	\$ 223,691.04	\$ 0.0659		6,201	\$ 12.18				1.50%

Contract Year	PPA Energy Rate (\$/kWh)	Expected Annual Delivered Energy Production (kWh)	Escalated Annual Energy Rate from Utility	Avoided Utility Consumption Cost (\$)	PPA Demand Rate (\$/kW)	Annual Demand Reduction (kW)	Escalated Annual Demand Rate from Utility	Annual Consumption Savings (\$)	Annual Demand Savings (\$)	Total Annual Projected Savings (\$)
1			\$ 0.0659	\$ -			\$ 12.1800	\$ -	\$0.00	\$ -
2			\$ 0.0669	\$ -			\$ 12.3627	\$ -	\$0.00	\$ -
3			\$ 0.0679	\$ -			\$ 12.5481	\$ -	\$0.00	\$ -
4			\$ 0.0689	\$ -			\$ 12.7364	\$ -	\$0.00	\$ -
5			\$ 0.0700	\$ -			\$ 12.9274	\$ -	\$0.00	\$ -
6			\$ 0.0710	\$ -			\$ 13.1213	\$ -	\$0.00	\$ -
7			\$ 0.0721	\$ -			\$ 13.3181	\$ -	\$0.00	\$ -
8			\$ 0.0732	\$ -			\$ 13.5179	\$ -	\$0.00	\$ -
9			\$ 0.0743	\$ -			\$ 13.7207	\$ -	\$0.00	\$ -
10			\$ 0.0754	\$ -			\$ 13.9265	\$ -	\$0.00	\$ -
11			\$ 0.0765	\$ -			\$ 14.1354	\$ -	\$0.00	\$ -
12			\$ 0.0776	\$ -			\$ 14.3474	\$ -	\$0.00	\$ -
13			\$ 0.0788	\$ -			\$ 14.5626	\$ -	\$0.00	\$ -
14			\$ 0.0800	\$ -			\$ 14.7811	\$ -	\$0.00	\$ -
15			\$ 0.0812	\$ -			\$ 15.0028	\$ -	\$0.00	\$ -
16			\$ 0.0824	\$ -			\$ 15.2278	\$ -	\$0.00	\$ -
17			\$ 0.0836	\$ -			\$ 15.4562	\$ -	\$0.00	\$ -
18			\$ 0.0849	\$ -			\$ 15.6881	\$ -	\$0.00	\$ -
19			\$ 0.0862	\$ -			\$ 15.9234	\$ -	\$0.00	\$ -
20			\$ 0.0875	\$ -			\$ 16.1623	\$ -	\$0.00	\$ -
21			\$ 0.0888	\$ -			\$ 16.4047	\$ -	\$0.00	\$ -
22			\$ 0.0901	\$ -			\$ 16.6508	\$ -	\$0.00	\$ -
23			\$ 0.0915	\$ -			\$ 16.9005	\$ -	\$0.00	\$ -
24			\$ 0.0928	\$ -			\$ 17.1540	\$ -	\$0.00	\$ -
25			\$ 0.0942	\$ -			\$ 17.4113	\$ -	\$0.00	\$ -
Total		-		\$ -				\$ -	\$0.00	\$ -

NPV= \$0.00

Legend

	Calculated
	Proposer Provided
	State Provided

RS Gass Complex - RS Gass Plant									
Current Annual Energy Usage (kWh)	Current Annual Energy Cost (\$)	Current Consumption Rate (\$/kWh)		Current Annual Demand	Current Demand Rate				Annual Escalation Rate
2,628,900	\$ 166,845.23	\$ 0.0635		7,603	\$ 14.74				1.50%

Contract Year	PPA Energy Rate (\$/kWh)	Expected Annual Delivered Energy Production (kWh)	Escalated Annual Energy Rate from Utility	Avoided Utility Consumption Cost (\$)	PPA Demand Rate (\$/kW)	Annual Demand Reduction (kW)	Escalated Annual Demand Rate from Utility	Annual Consumption Savings (\$)	Annual Demand Savings (\$)	Total Annual Projected Savings (\$)
1			\$ 0.0635	\$ -			\$ 14.7400	\$ -	\$0.00	\$ -
2			\$ 0.0644	\$ -			\$ 14.9611	\$ -	\$0.00	\$ -
3			\$ 0.0654	\$ -			\$ 15.1855	\$ -	\$0.00	\$ -
4			\$ 0.0664	\$ -			\$ 15.4133	\$ -	\$0.00	\$ -
5			\$ 0.0674	\$ -			\$ 15.6445	\$ -	\$0.00	\$ -
6			\$ 0.0684	\$ -			\$ 15.8792	\$ -	\$0.00	\$ -
7			\$ 0.0694	\$ -			\$ 16.1174	\$ -	\$0.00	\$ -
8			\$ 0.0704	\$ -			\$ 16.3591	\$ -	\$0.00	\$ -
9			\$ 0.0715	\$ -			\$ 16.6045	\$ -	\$0.00	\$ -
10			\$ 0.0726	\$ -			\$ 16.8536	\$ -	\$0.00	\$ -
11			\$ 0.0737	\$ -			\$ 17.1064	\$ -	\$0.00	\$ -
12			\$ 0.0748	\$ -			\$ 17.3630	\$ -	\$0.00	\$ -
13			\$ 0.0759	\$ -			\$ 17.6234	\$ -	\$0.00	\$ -
14			\$ 0.0770	\$ -			\$ 17.8878	\$ -	\$0.00	\$ -
15			\$ 0.0782	\$ -			\$ 18.1561	\$ -	\$0.00	\$ -
16			\$ 0.0793	\$ -			\$ 18.4284	\$ -	\$0.00	\$ -
17			\$ 0.0805	\$ -			\$ 18.7048	\$ -	\$0.00	\$ -
18			\$ 0.0817	\$ -			\$ 18.9854	\$ -	\$0.00	\$ -
19			\$ 0.0830	\$ -			\$ 19.2702	\$ -	\$0.00	\$ -
20			\$ 0.0842	\$ -			\$ 19.5593	\$ -	\$0.00	\$ -
21			\$ 0.0855	\$ -			\$ 19.8526	\$ -	\$0.00	\$ -
22			\$ 0.0868	\$ -			\$ 20.1504	\$ -	\$0.00	\$ -
23			\$ 0.0881	\$ -			\$ 20.4527	\$ -	\$0.00	\$ -
24			\$ 0.0894	\$ -			\$ 20.7595	\$ -	\$0.00	\$ -
25			\$ 0.0907	\$ -			\$ 21.0709	\$ -	\$0.00	\$ -
Total		-		\$ -				\$ -	\$0.00	\$ -

NPV= \$0.00

Legend

	Calculated
	Proposer Provided
	State Provided

RS Gass Complex - Tennessee Bureau of Investigation Nashville

Current Annual Energy Usage (kWh)	Current Annual Energy Cost (\$)	Current Consumption Rate (\$/kWh)		Current Annual Demand	Current Demand Rate				Annual Escalation Rate
6,258,000	\$ 391,354.56	\$ 0.0625		11,228	\$ 13.54				1.50%

Contract Year	PPA Energy Rate (\$/kWh)	Expected Annual Delivered Energy Production (kWh)	Escalated Annual Energy Rate from Utility	Avoided Utility Conconsumption Cost (\$)	PPA Demand Rate (\$/kW)	Annual Demand Reduction (kW)	Escalated Annual Demand Rate from Utility	Annual Consumption Savings (\$)	Annual Demand Savings (\$)	Total Annual Projected Savings (\$)
1			\$ 0.0625	\$ -			\$ 13.5400	\$ -	\$0.00	\$ -
2			\$ 0.0635	\$ -			\$ 13.7431	\$ -	\$0.00	\$ -
3			\$ 0.0644	\$ -			\$ 13.9492	\$ -	\$0.00	\$ -
4			\$ 0.0654	\$ -			\$ 14.1585	\$ -	\$0.00	\$ -
5			\$ 0.0664	\$ -			\$ 14.3709	\$ -	\$0.00	\$ -
6			\$ 0.0674	\$ -			\$ 14.5864	\$ -	\$0.00	\$ -
7			\$ 0.0684	\$ -			\$ 14.8052	\$ -	\$0.00	\$ -
8			\$ 0.0694	\$ -			\$ 15.0273	\$ -	\$0.00	\$ -
9			\$ 0.0704	\$ -			\$ 15.2527	\$ -	\$0.00	\$ -
10			\$ 0.0715	\$ -			\$ 15.4815	\$ -	\$0.00	\$ -
11			\$ 0.0726	\$ -			\$ 15.7137	\$ -	\$0.00	\$ -
12			\$ 0.0737	\$ -			\$ 15.9494	\$ -	\$0.00	\$ -
13			\$ 0.0748	\$ -			\$ 16.1887	\$ -	\$0.00	\$ -
14			\$ 0.0759	\$ -			\$ 16.4315	\$ -	\$0.00	\$ -
15			\$ 0.0770	\$ -			\$ 16.6780	\$ -	\$0.00	\$ -
16			\$ 0.0782	\$ -			\$ 16.9281	\$ -	\$0.00	\$ -
17			\$ 0.0794	\$ -			\$ 17.1821	\$ -	\$0.00	\$ -
18			\$ 0.0805	\$ -			\$ 17.4398	\$ -	\$0.00	\$ -
19			\$ 0.0818	\$ -			\$ 17.7014	\$ -	\$0.00	\$ -
20			\$ 0.0830	\$ -			\$ 17.9669	\$ -	\$0.00	\$ -
21			\$ 0.0842	\$ -			\$ 18.2364	\$ -	\$0.00	\$ -
22			\$ 0.0855	\$ -			\$ 18.5100	\$ -	\$0.00	\$ -
23			\$ 0.0868	\$ -			\$ 18.7876	\$ -	\$0.00	\$ -
24			\$ 0.0881	\$ -			\$ 19.0694	\$ -	\$0.00	\$ -
25			\$ 0.0894	\$ -			\$ 19.3555	\$ -	\$0.00	\$ -
Total		-		\$ -				\$ -	\$0.00	\$ -

NPV= \$0.00

Legend

	Calculated
	Proposer Provided
	State Provided

RS Gass Complex - Tennessee Department of Environment & Conservation Environmental Assistance Center

Current Annual Energy Usage (kWh)	Current Annual Energy Cost (\$)	Current Consumption Rate (\$/kWh)		Current Annual Demand	Current Demand Rate				Annual Escalation Rate
485,520	\$ 38,943.57	\$ 0.0802		1,532	\$ 8.51				1.50%

Contract Year	PPA Energy Rate (\$/kWh)	Expected Annual Delivered Energy Production (kWh)	Escalated Annual Energy Rate from Utility	Avoided Utility Consonsumption Cost (\$)	PPA Demand Rate (\$/kW)	Annual Demand Reduction (kW)	Escalated Annual Demand Rate from Utility	Annual Consumption Savings (\$)	Annual Demand Savings (\$)	Total Annual Projected Savings (\$)
1			\$ 0.0802	\$ -			\$ 8.5100	\$ -	\$0.00	\$ -
2			\$ 0.0814	\$ -			\$ 8.6377	\$ -	\$0.00	\$ -
3			\$ 0.0826	\$ -			\$ 8.7672	\$ -	\$0.00	\$ -
4			\$ 0.0839	\$ -			\$ 8.8987	\$ -	\$0.00	\$ -
5			\$ 0.0851	\$ -			\$ 9.0322	\$ -	\$0.00	\$ -
6			\$ 0.0864	\$ -			\$ 9.1677	\$ -	\$0.00	\$ -
7			\$ 0.0877	\$ -			\$ 9.3052	\$ -	\$0.00	\$ -
8			\$ 0.0890	\$ -			\$ 9.4448	\$ -	\$0.00	\$ -
9			\$ 0.0904	\$ -			\$ 9.5865	\$ -	\$0.00	\$ -
10			\$ 0.0917	\$ -			\$ 9.7302	\$ -	\$0.00	\$ -
11			\$ 0.0931	\$ -			\$ 9.8762	\$ -	\$0.00	\$ -
12			\$ 0.0945	\$ -			\$ 10.0243	\$ -	\$0.00	\$ -
13			\$ 0.0959	\$ -			\$ 10.1747	\$ -	\$0.00	\$ -
14			\$ 0.0973	\$ -			\$ 10.3273	\$ -	\$0.00	\$ -
15			\$ 0.0988	\$ -			\$ 10.4822	\$ -	\$0.00	\$ -
16			\$ 0.1003	\$ -			\$ 10.6395	\$ -	\$0.00	\$ -
17			\$ 0.1018	\$ -			\$ 10.7991	\$ -	\$0.00	\$ -
18			\$ 0.1033	\$ -			\$ 10.9611	\$ -	\$0.00	\$ -
19			\$ 0.1049	\$ -			\$ 11.1255	\$ -	\$0.00	\$ -
20			\$ 0.1064	\$ -			\$ 11.2924	\$ -	\$0.00	\$ -
21			\$ 0.1080	\$ -			\$ 11.4617	\$ -	\$0.00	\$ -
22			\$ 0.1097	\$ -			\$ 11.6337	\$ -	\$0.00	\$ -
23			\$ 0.1113	\$ -			\$ 11.8082	\$ -	\$0.00	\$ -
24			\$ 0.1130	\$ -			\$ 11.9853	\$ -	\$0.00	\$ -
25			\$ 0.1147	\$ -			\$ 12.1651	\$ -	\$0.00	\$ -
Total		-		\$ -				\$ -	\$0.00	\$ -

NPV= \$0.00

Legend

	Calculated
	Proposer Provided
	State Provided

Western Mental Health - Meter 1 - E14985214									
Current Annual Energy Usage (kWh)	Current Annual Energy Cost (\$)	Current Consumption Rate (\$/kWh)		Current Annual Demand	Current Demand Rate				Annual Escalation Rate
4,239,936	\$ 239,556.38	\$ 0.0565		7,599	\$ 20.11				1.50%

Contract Year	PPA Energy Rate (\$/kWh)	Expected Annual Delivered Energy Production (kWh)	Escalated Annual Energy Rate from Utility	Avoided Utility Consonsumption Cost (\$)	PPA Demand Rate (\$/kW)	Annual Demand Reduction (kW)	Escalated Annual Demand Rate from Utility	Annual Consumption Savings (\$)	Annual Demand Savings (\$)	Total Annual Projected Savings (\$)
1			\$ 0.0565	\$ -			\$ 20.1100	\$ -	\$0.00	\$ -
2			\$ 0.0573	\$ -			\$ 20.4117	\$ -	\$0.00	\$ -
3			\$ 0.0582	\$ -			\$ 20.7178	\$ -	\$0.00	\$ -
4			\$ 0.0591	\$ -			\$ 21.0286	\$ -	\$0.00	\$ -
5			\$ 0.0600	\$ -			\$ 21.3440	\$ -	\$0.00	\$ -
6			\$ 0.0609	\$ -			\$ 21.6642	\$ -	\$0.00	\$ -
7			\$ 0.0618	\$ -			\$ 21.9891	\$ -	\$0.00	\$ -
8			\$ 0.0627	\$ -			\$ 22.3190	\$ -	\$0.00	\$ -
9			\$ 0.0636	\$ -			\$ 22.6538	\$ -	\$0.00	\$ -
10			\$ 0.0646	\$ -			\$ 22.9936	\$ -	\$0.00	\$ -
11			\$ 0.0656	\$ -			\$ 23.3385	\$ -	\$0.00	\$ -
12			\$ 0.0666	\$ -			\$ 23.6886	\$ -	\$0.00	\$ -
13			\$ 0.0676	\$ -			\$ 24.0439	\$ -	\$0.00	\$ -
14			\$ 0.0686	\$ -			\$ 24.4045	\$ -	\$0.00	\$ -
15			\$ 0.0696	\$ -			\$ 24.7706	\$ -	\$0.00	\$ -
16			\$ 0.0706	\$ -			\$ 25.1422	\$ -	\$0.00	\$ -
17			\$ 0.0717	\$ -			\$ 25.5193	\$ -	\$0.00	\$ -
18			\$ 0.0728	\$ -			\$ 25.9021	\$ -	\$0.00	\$ -
19			\$ 0.0739	\$ -			\$ 26.2906	\$ -	\$0.00	\$ -
20			\$ 0.0750	\$ -			\$ 26.6850	\$ -	\$0.00	\$ -
21			\$ 0.0761	\$ -			\$ 27.0853	\$ -	\$0.00	\$ -
22			\$ 0.0772	\$ -			\$ 27.4915	\$ -	\$0.00	\$ -
23			\$ 0.0784	\$ -			\$ 27.9039	\$ -	\$0.00	\$ -
24			\$ 0.0796	\$ -			\$ 28.3225	\$ -	\$0.00	\$ -
25			\$ 0.0808	\$ -			\$ 28.7473	\$ -	\$0.00	\$ -
Total				\$ -				\$ -	\$0.00	\$ -

NPV= \$0.00

Legend

	Calculated
	Proposer Provided
	State Provided