



STATE OF TENNESSEE Department
of General Services

**REQUEST FOR PROPOSALS # SBC 460/000-06-2015
AMENDMENT # 4
FOR ELECTRIC GENERATING EQUIPMENT LEASE**

DATE: 11/10/2015

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

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

EVENT	TIME (central time zone)	DATE
1. RFP Issued		September 24, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	September 28, 2015
3. Pre-response Conference	10:00 a.m.	September 30, 2015
4. Notice of Intent to Respond Deadline	2:00 p.m.	September 30, 2015
5. Site Visits		October 1, 2015 – October 9, 2015
6. Written “Questions & Comments” Deadline	2:00 p.m.	October 16, 2015
7. State Response to Written “Questions & Comments.”		October 30, 2015
8. Deadline for Respondents to submit revised Pro Forma Lease, Sections C.3.(b) and D.5., language.		November 6, 2015
9. State’s Response to Respondents’ request for revised Pro Forma Lease, Sections C.3.(b) and D.5., language.		November 10, 2015
10. Response Deadline	2:00 p.m.	November 17, 2015
11. State Schedules Respondent Oral Presentation (at the State’s discretion)		November 18, 2015
12. Respondent Oral Presentation (at the State’s Discretion)	TBD	November 23-24, 2015
13. State Completion of Technical Response Evaluations		November 30, 2015

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

2. State's Response to Respondents' request for revised Pro Forma Lease, Sections C.3.(b) and D.5., language.

- a. **D.5 Termination for Convenience.** Amended by adding a new subsection (c) that reads as follows:

In the event the State, pursuant to this Section D.5, exercises its right to termination for convenience or remove a Site from Attachment 3 to this Lease, the State shall pay Lessor a termination fee equal to Lessor's Unamortized Costs within forty five (45) calendar days after such notice of termination from Tenant. As used herein, "Lessor's Unamortized Costs" shall mean all construction and reasonable financing costs paid by Lessor in connection with this Lease, amortized on a straight line basis at ___ per annum over the Term of this Lease.

- b. **Section C.3(b) ("the Yearly True Up").** Amended by replacing the existing language with the following:

Yearly True Up. No later than the thirtieth (30th) day following the end of each year during the Term, beginning after the third calendar year (January 30, 2020), Lessor shall submit a report to the State of the amount of Delivered Energy for the previous thirty-six (36) months at each Delivery Point divided by three (3) ("Annual Delivered Energy"). In the event the Annual Delivered Energy is less than the Targeted Annual Delivered Energy Production ("Annual Energy Shortfall"), Lessor shall provide an adjustment to the State for the Annual Energy Shortfall to be applied to the following year's subsequent Equipment lease payments ("Shortfall Adjustment") for each affected Delivery Point. The Shortfall Adjustment shall be calculated by: (i) dividing the total amount of the previous year's lease payments per Delivery Point ("Annual Lease Payments") by the Targeted Annual Delivered Energy Production to result in a figure representing cents per kWh on a per Delivery Point basis ("Delivery Point Cost"); and (ii) multiplying the Delivery Point Cost by the Annual Energy Shortfall. The Shortfall Adjustment shall be applied to the State's forthcoming Equipment lease payments for the following year in twelve (12) equal amounts applied to the monthly invoices on each affected Delivery Point. In the event that at the end of the Term there is an Annual Delivered Energy Shortfall at one or more Delivery Points, then Lessor shall pay the Shortfall Adjustment in one lump sum to the State within thirty (30) days after the end of the Term. In the event that the final period of the Term is not a full twelve (12) month period, the calculation of the Annual Delivered Energy shall be prorated to reflect only the number of months in the final period of the Term.

7. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.