



Indianapolis Airport Authority

## REQUEST FOR PROPOSALS

Solicitation for:

**Solar Photovoltaic Generating System  
(Solar Farm)**

Issued:  
May 11, 2011

Proposals Due:  
June 16, 2011  
at 2:00 pm Eastern Standard Time

**Indianapolis Airport Authority  
Request for Proposals  
Solar Photovoltaic Generating System  
(Solar Farm)**

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**REQUEST FOR PROPOSALS**  
**Solar Photovoltaic Generating System**  
**(Solar Farm)**

**SECTION ONE**  
**GENERAL INFORMATION**

**1.1 INTRODUCTION**

This is a Request for Proposals ("RFP") issued by the Indianapolis Airport Authority ("Airport"). The Airport requires the services of a professional, qualified solar farm developer (each, a "Respondent", and collectively, the "Respondents").

The Airport will consider Proposals (hereinafter defined) from national, regional, and local solar farm development entities/teams with the funding, knowledge, and experience to develop a 10 mega watt ("MW") solar farm at the location specified by the Airport, the general area of which is more particularly shown on the site plan attached to this RFP. It is the intent of the Airport to solicit responses to this RFP in accordance with the terms, conditions and other specifications contained in this RFP.

**1.2 DEFINITIONS**

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in this RFP, but they are more localized and defined where they appear, rather than in the following list:

|             |                                                   |
|-------------|---------------------------------------------------|
| Project:    | Solar Photovoltaic Generating System (Solar Farm) |
| Proposal:   | An offer as defined in Indiana Code §5-22-2-17.   |
| Respondent: | An offeror as defined in Indiana Code §5-22-2-18. |

**1.3 PURPOSE OF THE RFP**

The purpose of this RFP is to invite potential Respondents to submit Proposals for the financing, design, engineering, construction, operation and maintenance of a proposed 10 MW solar farm and to conduct related services as requested pursuant to this RFP. Notwithstanding anything in this RFP to the contrary, it is the Airport's desire for the solar farm to be 10 MW in size; however, Respondents may propose a smaller size or several different sizes up to 10 MW, especially if same will make the Project more viable by lowering the interconnectivity costs.

**1.4 SCOPE OF THE RFP**

This document contains the following information that may be useful to person or entity wishing to submit a Proposal:

Section One – A general description of the many factors affecting the RFP and Proposal process.

Section Two – The specific information covering RFP and Proposal procedures.

Section Three – A description of the services to be provided by any successful Respondent.

Section Four – A description of the required format and subject content of any acceptable Proposals offered in response to this RFP.

Section Five – A general discussion of the method that will be used by the Airport's evaluation team in selecting the successful Respondent with whom to enter into lease negotiations.

Attachments – Details supporting this basic RFP document.

## **1.5 PROPOSAL DUE DATE AND TIME**

All Proposals must be received at the address below no later than 2:00 p.m. Eastern Standard Time on Thursday, June 16, 2011 (the "Proposal Due Date and Time"). All Proposals and questions must be addressed to:

RFP – Solar Photovoltaic Generating System (Solar Farm)  
Annette Cousert, Procurement Department  
Indianapolis Airport Authority  
Program Office  
2349 Aviation Drive Indianapolis, Indiana 46241

All Proposals must be submitted in a sealed envelope clearly marked with "RFP-Solar Photovoltaic Generating System (Solar Farm)" and the Proposal Due Date and Time. All submittals shall include one complete, original Proposal marked "ORIGINAL", twelve (12) complete copies of the original Proposal, one (1) electronic copy on CD or DVD, and other related documentation required by this RFP. Any Proposal received after the Proposal Due Date and Time will not be opened, and will be returned to the Respondent upon request. All rejected Proposals not claimed within thirty (30) days of the date of rejection will be destroyed.

## **1.6 MODIFICATION OR WITHDRAWAL OF OFFERS**

Proposals in response to this RFP may be modified or withdrawn in writing or by fax notice to the Procurement Department, if such writing or notice is received prior to the Proposal Due Date and Time. The Respondent's authorized representative may also withdraw the Proposal in person, provided that his or her identity is made known and he or she signs a receipt for the Proposal. Proposals may not be withdrawn after the Proposal Due Date and Time has passed.

## **1.7 CONTRACT OBLIGATIONS**

Although the Airport anticipates that any Respondent submitting a Proposal will provide the major portion of the services as requested, subcontracting by the Respondent is acceptable in performing the requirements of this RFP. Respondents are encouraged to team with local qualified firms in their Proposal. However, Respondent must obtain the approval of the Airport before subcontracting any portion of the Project's requirements. Respondent is responsible for the performance of any obligations that may result from this RFP and shall not be relieved by the non-performance of any subcontractor. Each Respondent's Proposal must identify all subcontractors, if any, and outline the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the entities involved must accompany each Proposal. This RFP is subject to the Airport's Business Diversity Program; the requirements thereof are explained elsewhere in this RFP.

Any subcontracts entered into by the Respondent must be in compliance with all State of Indiana statutes and be subject to the provisions thereof. For each portion of the proposed services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the Airport's evaluation. The Respondent must furnish information to the Airport as to the amount of the subcontract(s), the qualifications of the subcontractor(s), and any other data that may be required by the Airport. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate Airport officials, and such relationships must meet with the approval of the Airport.

## **1.8 CONFIDENTIAL INFORMATION**

Respondents are advised that materials contained in Proposals are subject to the Indiana Public Records Act, IC §5-14-3, *et seq.* (the “IPRA”), and, after the contract/lease award, may be viewed and copied by any member of the public, including news organizations and competitors. Respondents claiming a statutory exception to the IPRA must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked “Confidential”, and must indicate in the transmittal letter and on the outside of that envelope that confidential materials are included. The Respondent must also specify which statutory exception provision it believes is applicable. The Airport reserves the right to make determinations of confidentiality. If the Airport does not agree that the information designated is confidential under one of the disclosure exceptions to the IPRA, it may either reject the Proposal or discuss its interpretation of the IPRA with the Respondent. If agreement can be reached on same, the Proposal will be considered. If agreement cannot be reached, the Airport will remove the Proposal from consideration for award and return the Proposal to the Respondent. The Airport will not consider pricing, rentals, or investment costs to be confidential information.

## **1.9 CONTRACT DOCUMENTS**

Any or all portions of this RFP, and normally any or all portions of the Respondent’s Proposal, will be incorporated by reference as part of any final land lease, contract or other agreement between the parties (hereinafter referred to individually and collectively as “Land Lease”), as determined by the Airport. Proprietary or confidential material submitted properly (see Section 1.8) will not be disclosed.

## **1.10 PROPOSAL LIFE**

All Proposals made in response to this RFP must remain open and in effect for a period of not less than 180 days after the Proposal Due Date and Time. Any Proposal accepted by the Airport for the purpose of contract and/or lease negotiations shall remain valid until otherwise specified by the Airport.

## **1.11 SUPPLIER DIVERSITY PROGRAM**

There is a reasonable expectation by the Airport with respect to minority and women-owned business enterprise participation in this Project, including, but not limited to, planning, design, construction, oversight, and/or financing. Therefore, a goal of 20% MBE and/or 20% WBE (or a combination thereof for an aggregate of 20%) supplier diversity participation has been established. Respondents seeking assistance in achieving this goal should start by visiting the Airport’s website at [www.indianapolisairport.com](http://www.indianapolisairport.com). Once on the website, select “Employment & Business” and go to the “Supplier Diversity Program” section to find entities certified as Minority/Women & Disadvantaged Business Enterprises. Only those certified entities as identified on the State of Indiana or City of Indianapolis certification lists will be eligible for calculation of contract participation percentage. All Respondents should make documented good faith efforts to meet this goal. Compliance with this goal will be considered a demonstration of the Respondent’s responsiveness and responsibility. For questions, please contact Corey Wilson with the Airport’s Supplier Diversity Department at 317.487.5374 or via e-mail at [cwilson@indianapolisairport.com](mailto:cwilson@indianapolisairport.com).

By submission of a Proposal, the Respondent thereby acknowledges and agrees to be bound by the requirements of the Airport’s Supplier Diversity Program.

## **1.12 DISCUSSION FORMAT**

The Airport reserves the right to conduct discussions, either oral or written, with the Respondents determined by the Airport to be reasonably viable to being selected for award. If discussions are held, the Airport may request best and final offers.

The request for best and final offers may include:

- Notice that discussions are concluded.
- Notice that this is the opportunity to submit written best and final offers.
- Notice of the date and time for submission of the best and final offer.
- Notice that if any modification is submitted, it must be received by the date and time specified or it will not be considered.
- Notice of any changes in the Airport's requirements.

Notwithstanding anything in this RFP to the contrary, the Airport reserves the right to reject any and all Proposals received, or to award, without discussions or clarifications, a Land Lease on the basis of initial Proposals received. Therefore, each Proposal should contain the Respondent's best terms. The Airport reserves the right to reopen discussions after receipt of best and final offers, if it is clearly in the Airport's best interests to do so and the Airport's Executive Director/CEO, or his/her designee, makes a written determination of that fact. If discussions are reopened, the Airport may issue an additional request for best and final offers from all Respondents determined by the Airport to be reasonably viable to being selected for award.

Following evaluation of the best and final offers, the Airport may select for negotiations the offers that are most advantageous to the Airport, considering all facets and evaluation factors in this RFP, including, but not limited to, price, rentals, and experience.

The Airport also reserves the right to conduct clarifications to resolve minor issues. If only clarifications are sought, best and final offers may not be requested. The Airport retains sole authority to determine whether contact with Respondents is for clarification or discussion.

### 1.13 TIMELINE

The following timeline is intended to illustrate the anticipated timeline for this RFP:

| <u>ACTIVITY</u>                                                             | <u>COMPLETION DATE [UPDATE]</u>                                                                                                                                                                   |
|-----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| RFP issued/available                                                        | May 11, 2011                                                                                                                                                                                      |
| Pre-proposal conference                                                     | May 25, 2011, 2 p.m.<br>(Eastern Standard Time) at the Board<br>Room Level 4 Room 11T.413A<br>located in Main Terminal building<br>7800 Col. H. Weir Cook Memorial Drive<br>Indianapolis IN 46241 |
| Written questions due                                                       | May 31, 2011, 2 p.m. (Eastern Standard<br>Time)                                                                                                                                                   |
| Written responses to questions available<br>on Indianapolis Airport website | June 7, 2011                                                                                                                                                                                      |
| Proposals due                                                               | June 16, 2011,<br>at 2 p.m. (Eastern Standard Time)<br>Indianapolis Airport Authority<br>Program Office<br>2349 Aviation Drive<br>Indianapolis, IN 46241                                          |

#### **1.14 RFP REVISIONS & ADDENDA**

If it becomes necessary to revise or supplement any part of this RFP or if any additional data is necessary for an exact interpretation of provisions of this RFP prior to the Proposal Due Date and Time, a supplement will be issued by the Airport. If such addenda issuance is necessary, the Airport reserves the right to extend the Proposal Due Date and Time to accommodate such interpretations or additional data requirements.

**END OF SECTION ONE**

## **SECTION TWO**

### **PROPOSAL PROCEDURES**

#### **2.1 PRE-PROPOSAL CONFERENCE**

A Pre-Proposal Conference and an MBE/WBE networking session will be held:

May 25, 2011, at 2 p.m. Eastern Standard Time  
Indianapolis International Airport  
Board Room Level 4 Room 11T.413A  
Located in Main Terminal building  
Indianapolis Airport  
7800 Col. H. Weir Cook Memorial Drive  
Indianapolis, IN 46241

Respondents are strongly encouraged to attend this Pre-Proposal Conference.

#### **2.2 INQUIRIES ABOUT THE RFP**

All inquiries and requests for information affecting this RFP must be submitted in writing to:

RFP – Solar Photovoltaic Generating System (Solar Farm)  
Doreen Cherry, Procurement Manager  
Indianapolis Airport Authority, Program Office  
2349 Aviation Drive  
Indianapolis, IN 46241  
E-mail: [solarfarmRFP@indianapolisairport.com](mailto:solarfarmRFP@indianapolisairport.com)

no later than 2:00 p.m. Eastern Standard Time on May 31, 2011. The Airport reserves the right to determine whether any questions should be answered. If responses are provided, the responses will be written. Copies of Airport's written responses will be issued via Addendum and available on the Airport's website and/or distributed to all prospective Respondents who are known to have received a copy of the original RFP. No negotiations, decisions or actions shall be initiated by any Respondent as a result of any verbal discussion with any consultant of the Airport or with any Airport employee.

Inquiries are not to be directed to any consultant or staff member of the Airport. Such action may disqualify Respondent from further consideration for a contract and/or lease as a result of this RFP. The use of e-mail to [solarfarmRFP@indianapolisairport.com](mailto:solarfarmRFP@indianapolisairport.com) or faxing to 317.487.5201 for submitting questions is encouraged. Any Addendum issued by the Airport will be available at [www.indianapolisairport.com](http://www.indianapolisairport.com).

#### **2.3 PROPOSAL SUBMISSION**

One original, twelve (12) copies, and one electronic copy on CD or DVD of the Proposal for the Solar Photovoltaic Generating System (Solar Farm) must be received by the Airport's office on or before the Proposed Due Date and Time. Each copy of the Proposal must follow the format indicated in Section Four of this RFP. Unnecessarily elaborate brochures or other presentations, beyond that sufficient to present a complete and effective Proposal, are not desired.

#### **2.4 LAND LEASE NEGOTIATIONS**

After selection of the successful Respondent by the Airport's evaluation team, negotiations will commence with respect to a final Land Lease. If at any time the negotiation activities are judged to be ineffective by the Airport's Chief Financial Officer and General Counsel, or their designee, the Airport will cease all negotiations with that Respondent and may begin negotiations with the

next highest ranked Respondent. This process may continue until either Respondent and Airport execute a final Land Lease, or the Airport determines that no acceptable alternative Proposal exists.

**END OF SECTION TWO**

## **SECTION THREE SPECIFICATIONS**

### **3.1 DESCRIPTION OF INDIANAPOLIS AIRPORT AUTHORITY**

Indianapolis International Airport (IND): With over 10,000 acres under Airport ownership, Indianapolis International currently occupies approximately 7,700 acres, or about 12 square miles. Air operations are conducted on two parallel runways plus one “crosswind” runway. The Airport is served by 9 major and several national and regional passenger air carrier airlines. The terminal occupies 750,000 square feet, consisting of two (2) air service concourses (40 gates, total), ticketing halls and baggage recovery areas, as well as office space, retail concession and common areas.

At 1.2 million square feet and a cost of \$1.1 billion, the Terminal Development represents the largest development initiative in the history of the City of Indianapolis. Strategically located between the two parallel runways, a “midfield” position for the terminal greatly improves aircraft taxi time and travel. This state-of-the-art structure replaced the existing terminal and houses forty (40) passenger flight gates (38 domestic and 2 international) in two (2) concourses. A “best use” study has recently been completed for IND and is available at [www.landinsight.org](http://www.landinsight.org).

Additionally, the Airport’s complex consists of Foreign Trade Zone operations, the US Postal Service Eagle Network Hub, Airport Fire Department facilities, Federal Aviation Administration Air Traffic Control Tower, parking structures and out-lots, tenant occupied structures, aircraft parking aprons, maintenance and equipment facilities, commercial, corporate and private hangars, rental car accommodations and several support facilities necessary for the operation of the Airport.

Located in southwest Marion County and only eight (8) miles from downtown Indianapolis, the Airport serves the Indianapolis-Carmel “Metropolitan Statistical Area” (which consists of Marion and all or portions of nine surrounding counties), and effectively, the entire State of Indiana. The I-C MSA has experienced over twice the population growth rate as has the State, and, with particular significant growth in the surrounding counties, this trend is expected to continue. Indianapolis International Airport is considered a mid-size air traffic hub by the FAA.

The Indianapolis Airport Authority does not receive any local tax dollars. Operations are funded through revenues, categorized as either “airline” or “non-airline.” In addition to passenger air operations, IND is a significant cargo and air freight handle, (8th nationally), home to the second largest Federal Express hub in the world. Non-airline revenue consists of income from parking, space rentals, land leases, fuel sales, and retail and concessions. Capital improvement projects are funded by cash generated from operating activities, local bond issues, as well as state and federal grants.

#### 2010 Statistics:

- The number of enplaned passengers for fiscal year 2010: 3,770,383
- Aircraft operations: 166,358
- Total cargo moved (in tons): 1,044,812
- Landed weights (in tons): 2,224,018 in passenger aircraft; 2,369.007 in freight aircraft

There are an estimated 10,288 people working at the Airport. Approximately 530 are employed by the Indianapolis Airport Authority and are responsible for the administration, operation, and maintenance of the Airport.

Calendar year 2010 marked the eleventh year in a row that the Airport completed its “Part 139” inspection by the FAA with “no discrepancies” in operating a safe airport. As part of the FAA’s Great Lakes Region, which includes eight states and 71 airports, IND continues to have the most consecutive perfect inspections of any airport in the region.

Additional information, financial and statistical data can be found at our website: [www.indianapolisairport.com](http://www.indianapolisairport.com). The 2009 CAFR (Comprehensive Annual Financial Report) can be found at <http://www.indianapolisairport.com/admin/uploads/456/12.31.09CAFR.FY09.pdf>.

### **3.2 SCOPE, QUALIFICATIONS, STANDARDS AND ADDITIONAL REQUIREMENTS**

#### **SCOPE**

The Airport is seeking an entity, or a team of entities, to provide a cost effective solar photovoltaic electric generating system commonly known as a solar farm. The Airport desires such a proposer to finance, design, construct, own, operate and maintain a 10 MW solar farm to be located on the Airport's property and to enter into a power purchase or similar agreement for a period of time negotiated with an appropriate utility company, such as, by way of example and not of limitation, Indianapolis Power & Light ("IPL").

The scope of services provided shall also include, but not be limited to, securing all permits and approvals from any and all applicable governmental and regulatory entities, all labor, applicable taxes, services, and equipment necessary to produce a fully operational solar PV system.

The Airport intends to enter into a Land Lease with the successful Respondent it has selected for negotiations. Please note that Respondents are encouraged to creatively propose and suggest additional Airport revenue streams in connection with this Project other than just rental under a Land Lease.

Because no public funds or Airport monies are anticipated to be involved in this Project, it's not considered to be a "Public Work Project", as defined under Indiana law, at this time.

#### **QUALIFICATIONS**

Each Respondent must:

1. Provide evidence of all the previous experience the Respondent has with solar farm project funding, engineering, construction, completion, and operation especially for solar farm projects of 5 MW or greater. Proposals from entities/teams with past experience in larger solar farm applications on the order of 5 MW or greater will be given preference.
2. Provide evidence of its ability to immediately fund or finance (whether through equity, credit or otherwise) the complete scope of this Project, including, but not limited to, the design, engineering, construction and operation thereof. Please provide details as to the material terms and conditions of your financing of any previous solar farm projects.

It is anticipated that the successful Respondent shall meet the following additional qualifications: The successful Respondent shall be required to post a performance bond in the amount allowed under Indiana Code in conjunction with the projected construction costs associated with this Project.

#### **STANDARDS TO BE FOLLOWED**

Each Respondent is responsible for design and installation compliance with all local, state and federal laws and regulations (including all FAA required pre-approvals). This Project is contingent upon the Airport obtaining any and all required FAA approvals to develop the applicable site for the proposed use as described in this RFP. The successful Respondent should also make a commitment in its Proposal to reimburse the Airport for any and all costs incurred by the Airport in pursuing and/or securing any and all necessary FAA approvals in connection with this Project.

Respondent shall propose to install PV panels, inverters and other components that meet all applicable federal, state, and local building standards. Solar panel maximum degradation will not exceed 20% over 20 years. Fixed base units will be required. Solar tracking arrays will not be allowed. Panel technology is not restricted, other than degradation rate.

Respondent shall propose to supply all equipment, materials, and labor necessary to install the support structures and solar PV systems and integrate them with other power sources.

Respondent shall propose to build the support structure as follows:

- a) Build such that the structure complies with the prevailing Indiana Building Standards Code and wind uplift requirements per the American Society of Civil Engineers Standard for Minimum Design Loads for Buildings and Other Structures and any applicable FAA requirements.
- b) Build in compliance with Occupational Health and Safety Administration (OSHA) and Indiana OSHA directives.

The Respondent shall propose to supply and install all equipment required to interconnect the solar PV systems to the applicable utility distribution system. The Respondent shall fulfill all application, study, and testing procedures to complete the interconnection process. Any and all costs associated with utility interconnection shall be borne by the Respondent.

#### ADDITIONAL REQUIREMENTS AND EXPECTATIONS OF THE SUCCESSFUL RESPONDENT

The successful Respondent (which means the Respondent awarded the Project and entering into a Land Lease and/or other contractual arrangements with the Airport) shall secure from applicable governmental entities having jurisdiction and any applicable utility company, all of the required rights, permits, approvals, and interconnection agreements, at no cost to the Airport. The Airport, in its sole judgment and discretion, may elect to become a signatory on applications, permits, and utility agreements. The successful Respondent shall complete and submit, in a timely manner, all the documentation required to qualify for available rebates and incentives.

The successful Respondent shall make exploratory excavations at the planned site for foundation analysis, and confirm the soil conditions prior to preparing the final foundation submittal. The successful Respondent shall remove and dispose of foundation excavation spoils. The successful Respondent shall evaluate the site for grading and for appropriate drainage, and address any specific requirements associated with any wetlands or related issues.

The successful Respondent shall provide the Airport with submittals of the structural plans and specifications in sufficient detail for review. The Airport will review for:

- Compatibility with planned uses of proposed site;
- Safety of all employees during and after construction;
- Certifications on the strength calculations;
- Potential conflicts with existing equipment (particularly buried equipment);
- Maintenance;
- Aesthetics;
- Drainage and erosion control; and
- Environmental compliance.

During the start-up, the Airport, and/or its independent engineer, shall be allowed to observe and verify system performance. Required commissioning and acceptance test services include:

- Starting up the solar PV systems until they achieve the performance requirements;
  - Conducting the performance testing over a consecutive twenty-four (24) hour period;
- and

- Conducting the successful delivery of power within thirty (30) days following completion of the system.

The successful Respondent shall provide two (2) sets of operation, maintenance, and parts manuals for the installed solar PV system. The manual shall cover all components, options, and accessories used. It shall include maintenance, trouble-shooting, and safety precautions specific to the supplied equipment. The successful Respondent shall also provide one set of as-built drawings in AutoCAD 2006 or newer. These requirements shall be delivered upon activation of the site-specific system.

The successful Respondent shall keep the solar farm in good condition and operation at all times during the term of the Land Lease.

#### PROPOSAL FEE

Each Respondent shall submit a cashier's check from a reputable bank at the time of Proposal submission in the amount of Twenty Thousand and No/100 Dollars (\$20,000), made payable to the "Indianapolis Airport Authority", and which will be held by the Airport as a refundable proposal fee; and it is understood and agreed that no interest will accrue thereon at any time (the "Proposal Fee"). The Proposal Fee will be returned by the Airport to Respondents within ten (10) days after the Airport and the successful Respondent execute a final Land Lease as provided under this RFP. With respect to the successful Respondent, its Proposal Fee may be retained by the Airport and applied against any sums due and owing under the Land Lease.

#### GENERAL INFORMATION

The Airport anticipates that a single Land Lease will be awarded under this RFP for the Solar Photovoltaic Generating System (Solar Farm) and related services. Respondents are expected to use their own initiative in formulating their Proposal to this RFP.

The proposed solar farm site is currently zoned for aviation use and is currently non-taxable; however, the proposed future development thereof may affect this property's tax status. Each Respondent is responsible for making its own analysis and determination in this regard.

The Airport encourages Respondents, in their respective Proposals, to be as creative and generous as possible regarding fees, rentals and other benefits to the Airport, as the financial aspects of this proposed Project will be a consideration in determining whether a Land Lease will be awarded based on the Proposals submitted in response to this RFP.

### **3.3 INTENTIONALLY OMITTED**

### **3.4 CONFERENCES AND COMMUNICATION**

Following the award of a final Land Lease, regular progress meetings between the Airport's Solar Farm Project Management Team and the successful Respondent will be scheduled and occur.

### **3.5 CONSULTING SERVICES**

From time to time, the Airport may require consulting assistance from the successful Respondent regarding the Project and related activities.

### **3.6 LENGTH OF LAND LEASE**

The Airport desires to have a land lease with a total term or length of thirty (30) years or less, inclusive of any option periods. However, in addition to submitting a financial proposal based on the foregoing proposed 30-year maximum term, the Airport encourages each Respondent to be creative and to propose other periods for the Land Lease if it so desires; each Respondent may

submit multiple suggestions or proposals in this regard with various or differing rental structures and the justifications there for. Notwithstanding, any lease extensions will be subject to satisfactory performance by the Respondent. Additional considerations might include, but not be limited to, Consumer Price Index ("CPI") rate increases and graduated energy generation per KWH fee structures.

### **3.7 PRICING AND REVENUE**

The Airport requires that the pricing and revenue associated with this RFP be a firm price, in the appropriate format as discussed in Section 4.6, that must remain open and in effect for a period of not less than 180 days from the Proposal Due Date and Time.

### **3.8 MINORITY OWNED AND WOMEN OWNED BUSINESS**

Proposals must contain a thorough explanation with respect to the efforts that will be used to employ minority owned and women owned businesses in the performance and fulfillment of the Project. Please see Section 1.11, Section 4.3.12, and Section 4.5, for more information.

**END OF SECTION THREE**

## SECTION FOUR

### PROPOSAL PREPARATION INSTRUCTIONS

#### 4.1 GENERAL

To facilitate the timely evaluation of Proposals, a standard format for Proposal submission has been developed and is documented in this Section Four. All Respondents are required to format their Proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the Respondent's Proposal, or the Proposal may be rejected.
- The transmittal letter should be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.
- The Proposal must be no longer than 30 pages of 10 pt. type with margins at minimum of 1".
- The Airport may, at its option, allow all Respondents a five-calendar-day period to correct errors or omissions to their Proposals. Should this necessity arise, the Airport will contact each Respondent affected. Each Respondent must submit written corrections to the Proposal within five calendar days of notification. The intent of this option is to allow Proposals with only minor errors or omissions to be corrected. Major errors or omissions, such as the failure to include prices or pricing information (e.g., rentals), will not be considered by the Airport as a minor error or omission and may result in disqualification of the Proposal from further evaluation.

#### 4.2 TRANSMITTAL LETTER

The transmittal letter must address the following topics, except those specifically identified as "optional."

##### 4.2.1 Summary of Ability and Desire to Perform the Project

The transmittal letter must briefly summarize the Respondent's ability to supply the requested services that meet the application requirements defined in Section Three of this RFP and perform the Project. The letter must also contain a statement indicating the Respondent's willingness to provide the requested services subject to the terms and conditions set forth in this RFP including, but not limited to, the proposed Land Lease. The letter must include a statement that the proposal fee has been submitted with the proposal.

##### 4.2.2 Summary of Ability to Meet the Required Qualifications and Standards

The transmittal letter must state that the Respondent meets the required qualifications and standards to be followed that are listed in this RFP. Any exceptions must be noted and an explanation provided if applicable.

##### 4.2.3 Summary of Milestones

Information contained in the technical proposal regarding dates of milestone events must be summarized. Each Respondent will specifically describe the expected implementation procedures the Respondent proposes to use. In order to show feasibility, a timetable setting forth appropriate milestones should be included in Respondent's Proposal, with sufficient detail explaining how Respondent will meet those milestones.

##### 4.2.4 Proposal Life

A statement must be included that indicates the length of time during which the Airport may rely on all Proposal commitments. The Airport requires that this period of time not be less than 180 days from the Proposal Due Date and Time. Any Proposal accepted by the Airport for the purpose of negotiations of a final Land Lease must remain in effect at least through the end of the negotiation period.

4.2.5 Signature of Authorized Representative

A person duly and properly authorized and empowered to commit the Respondent to its Proposal, including, but not limited to, any representations contained therein, must sign the transmittal letter. Such person's authority to so act must be consistent with the information contained in Section 4.3.11 of this RFP.

4.2.6 Other Information

This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.

**4.3 BUSINESS PROPOSAL**

The business proposal section must address all of the following topics, except those specifically identified as "optional."

4.3.1 General

This optional section may be used to introduce or summarize any information that the Respondent deems relevant or important to the Airport's successful acquisition of the Project and services requested in this RFP.

4.3.2 Respondent's Legal Structure

The legal form of the Respondent's business organization (e.g., corporation, limited liability company, partnership, etc.), the state in which it was formed or incorporated, the types of business ventures in which said entity is involved, and a chart of the entity, are to be included in this section. If the entity includes more than one product division, the division responsible for the provision of the requested services in the United States must be described in more detail than other components of the entity. If the Respondent is a team of multiple entities, the teaming arrangement must be fully and completely described in this section.

4.3.3 Respondent's Capabilities

Describe the Respondent's experience and capabilities in providing similar work in scope of services, size and complexity in government, aviation and single roles. Indicate if the Respondent has ever failed to complete any work or project awarded to it. If so, please indicate and describe the date, where and why. Provide an affirmative statement or proof that the Respondent does not have a record of substandard work. In addition, disclose all enforcement actions by professional licensing boards, courts and other bodies, along with other matters which may reflect upon the Respondent's professional and/or other qualifications. Describe any pending litigation against the Respondent and any other factors that could affect the Respondent's ability to perform and complete the Project.

4.3.4 Facilities and Resources

The Respondent should include information with regard to its resources that it deems advantageous to the successful provision of the requested services and the Project. This might include management capabilities and experience, technical resources, and operational resources not directly assigned to this Project, but available if needed. The Airport prefers that the personnel assigned to this Project, including staff and/or subcontractors, have at least five (5) years of experience in commercial solar farm developments larger than 5 MW related to the energy industry.

#### 4.3.5 Land Lease

A sample land lease is attached to this RFP, and the Respondent shall advise the Airport of any issues or concerns with this lease.

#### 4.3.6 Pricing and Revenue

The Airport requires the pricing associated with this RFP be a firm fixed price (total project costs, including construction, and rental revenue) and must remain open and in effect for a period of not less than 180 days from the Proposal Due Date and Time and for any extensions agreed to in the course of lease negotiations.

#### 4.3.7 References

The Respondent should include a list of at least three (3) clients or entities for whom it has provided projects or services that are the same or similar to those described in this RFP. The more similar they are to those requested in this RFP, the greater weight will be attached to the references in the Airport's evaluation process. Listed clients or entities may be contacted to determine the quality of work performed and personnel assigned to the Project. The results of the references may be provided to the Airport's evaluation team and used in the scoring of the Proposals.

Respondent should include the following information for each reference:

- a) Name of the entity;
- b) Initial dates that service started;
- c) Date of the most recent engagement;
- d) List of services performed;
- e) Responsible official or contact person; and
- f) Address, telephone number and email address.

#### 4.3.8 Registration to do Business

Each Respondent proposing to provide the services required by this RFP is required to be registered to do business in the State of Indiana by the Indiana Secretary of State's Office. The website address containing the necessary forms can be found at <http://www.state.in.us/icpr/webfile/formsdiv/38784.pdf>. The telephone number of the Indiana Secretary of State's Office is 317.232.6578. Respondent must be properly registered prior to any lease negotiations with the Airport. The Respondent must indicate the current status of its registration, if applicable, in this section of its Proposal.

#### 4.3.9 Independence

Respondent should provide an affirmative statement that it is independent of the Airport.

The Respondent should list and describe its proposed subcontractors' professional relationships involving the Airport or any of its agencies or component units for the

past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing under this RFP or the Land Lease.

#### 4.3.10 Warranties

Each Respondent shall provide affirmative statements of the following representations and warranties:

- a) The Respondent represents and warrants that it is willing and able to comply with the State of Indiana's laws with respect to foreign (non-State of Indiana) entities (where necessary);
- b) The Respondent represents and warrants that it will not delegate, assign, transfer or subcontract, in whole or in part, any of its rights and/or responsibilities for the Project or under any Land Lease, in any respect, without the Airport's express prior written consent;
- c) The Respondent represents and warrants that all of the information set forth and provided by it in connection with its Proposal and this RFP is true, accurate and complete.

#### 4.3.11 Authorizing Document

The Respondent's personnel signing the transmittal letter for its Proposal must be legally and properly authorized and empowered by the Respondent to commit said entity contractually. This section shall contain appropriate proof of such authority. A copy of the entity's governing documents (i.e., corporate bylaws, articles of incorporation, or a corporate resolution adopted by the board of directors) establishing this authority will fulfill this requirement.

#### 4.3.12 Subcontractors

The Respondent must list each subcontractor proposed to be used in providing the required services for the Project. The subcontractor's responsibilities under the Proposal, the subcontractor's form of entity, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in its Proposal. The Respondent must indicate which, if any, subcontractor is certified as a Minority-Owned or Women-Owned Business Enterprise by the State of Indiana or City of Indianapolis. See Section 1.11, Section 4.5.

#### 4.3.13 Respondent's Land Lease Requirements

This section is optional. If the Respondent wishes to include any language or information other than that mentioned in the business proposal, it should be included in this section. For each lease clause included in this section, the Respondent should indicate whether that clause is required by the Respondent in any final Land Lease resulting from this RFP and why it is required (if the required clause is unacceptable to the Airport, the Respondent's Proposal may be considered unacceptable) or indicate that the clause is desired (but not required) by the Respondent in any final Land Lease resulting from this RFP.

#### 4.3.14 Financial Information

The Respondent's audited financial information, including its income statement and a balance sheet, for each of the three most recently completed fiscal years (e.g., 2008, 2009, and 2010). If Respondent includes more than one product division, separate

financial statements must be provided for the division responsible for the development and marketing of the requested products and services.

#### 4.3.15 Legal and Litigation

Include a complete list of any and all legal and/or administrative proceedings (civil or criminal actions or administrative proceedings) within the last three (3) calendar years in which the Respondent is or was a party, as well as a brief summary of any outcomes in connection therewith.

### 4.4 **TECHNICAL PROPOSAL**

The technical proposal must be divided into sections as described below. Every point made in each section must be addressed in the order given with the question first stated followed by the Respondent's response. The same outline numbers must be used in the Proposal. RFP language should not be repeated within the response. Where appropriate, supporting documentation may be referenced by a page and a paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The reference document must be included as an appendix to the technical proposal, with referenced sections clearly marked; this appendix will not be considered as part of the Proposal's total page length limit. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the Airport.

#### 4.4.1 Overview of the Proposed Method for Provision of the Requested Services & Project

This overview must consist of a concise summary of the requested services proposed by the Respondent in response to this RFP. By reading the overview, the Airport must be able to gain a comfortable grasp at a general level of the services to be provided and the methods proposed by the Respondent to provide them. A detailed explanation should be included to understand how the services comply with the technical documents of this RFP.

#### 4.4.2 Project Approach

The description must indicate, at least generally, the methodology that Respondent will follow to fulfill the requirements of the scope; as much explanation as reasonably necessary must be included. The Airport intends that each Respondent provide a detailed and comprehensive description of all services that the Respondent will provide if it enters into a Land Lease pursuant to this RFP.

Each Respondent is required to provide the following information of its approach:

- a) Proposed segmentation of the project; and
- b) Estimate of the extent, level of involvement and timing of work to be performed by the Airport's personnel during the project.

#### 4.4.3 Personnel Description

Each Respondent should provide a detailed description of the principal supervisory and management staff, including partners, managers, other supervisors and specialists, who will be responsible for the implementation of the Project. Description must include all relevant information regarding qualifications, training, continuing education, certifications, etc. The Proposal should indicate the number of hours that each assigned staff is anticipated to spend on the engagement. A Project organizational chart should be included in this section.

Project partners, managers, other supervisory staff and specialists may be changed if those personnel leave employment with the Respondent, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the Airport's express prior written permission. However, in either case, the Airport retains the right to approve or reject replacements. Other personnel may be changed at the Respondent's discretion, provided that replacements have substantially the same or better qualifications or experience.

This section should also indicate how the quality of the Respondent's staff will be assured and maintained over the entire length of the Project.

#### 4.4.4 Identification of Anticipated Potential Problems

The Proposal should identify and describe any anticipated potential problems, the Respondent's approach to solving these problems, and any special assistance that may be requested from the Airport.

#### 4.4.5 General Section

Generally describe how Respondent will meet or exceed each of the minimum and preferred qualifications, standards to be followed and additional requirements in the "Purpose" and "Scope" sections of this RFP. Provide a brief description explaining why the Airport should choose your Proposal. Describe unique features or qualifications that Respondent can offer the Airport.

#### 4.4.6 Design, Engineering and Permitting

The Respondent shall design/engineer ground-based, fixed panel solar PV systems to maximize the solar energy resources at the Airport's proposed site, taking into consideration the facility's electrical demand and load patterns, proposed installation site, available solar resources, applicable zoning, ordinances, installation cost, contingent FAA and other approvals, no detrimental or prohibited aviation navigation or glare issues, and other relevant factors.

The Respondent shall provide conceptual design documents that provide the following information:

- System description;
- Equipment details & description;
- Layout of installation;
- Layout of equipment;
- Selection of key equipment;
- Specifications for equipment procurement and installation including mandatory non-glare panels;
- All engineering associated with structural and mounting details;
- Performance of equipment components, subsystems;
- Integration of solar PV system with other power sources;
- Electrical grid interconnection requirements;
- Controls, monitors, and instrumentation;
- Web-based performance monitoring system; and
- Foundation of PV support system.

The Respondent shall submit conceptual design documents to the Airport for review. The plans shall also be submitted in an electronic format using AutoCAD 2006 or newer. Specifications shall be submitted in MS Word format.

The Respondent shall identify an appropriate location boundary and layout for the solar PV inverter equipment and its related components and environmental control systems that will meet the following criteria:

- Ease of maintenance and monitoring;
- Efficient operation;
- Low operating losses;
- Secured location and hardware; and
- Compatibility with existing facilities.

#### 4.4.7 Monitoring & Public Outreach

Monitoring of system performance and providing public education and outreach are critical elements of this RFP. The Respondent shall propose a turnkey data acquisition and display system that allows the Airport to monitor, analyze and display historical and live, solar electricity generation data. The regularly collected data should reflect, but not be limited, to the following:

- System performance and availability;
- Average and accumulated output;
- Capacity factor; and
- Degradation.

The data acquisition system shall be designed for turnkey, remote operation. Data shall be transmitted via Internet or telephone from each site to a server managed by the Respondent. Data storage, management and display will be the responsibility of the Respondent.

#### 4.4.8 Warranties/Guarantees

The Respondent shall provide the following minimum warranties/guarantees:

- Any warranty required to qualify a system for available rebates or incentives;
- 10 year complete system warranty;
- 20 year PV panel warranty, with a maximum of 20% degradation; and
- 10 year complete operational power capacity warranty.

#### 4.4.9 Respondent Questionnaire

This section requires information about each Respondent that will assist the Airport in evaluating capabilities. Please provide responses in the order listed below:

1. Please provide a brief description and history of your entity (or team), including the ownership structure thereof.
2. Has your entity's name (or any team member's name) changed in the last 5 years? If so, please reference the former name(s) of your entity or team member's entity.
3. Is your entity (or team member's entity), or, if applicable, its parent entity, currently involved in any bankruptcy, dissolution or similar proceedings?
4. Please list and provide a brief description of all legal, litigation and administrative matters filed by or against your entity (and against any team member's entity), and, if applicable, its parent entity, since January 1, 2006.
5. Please indicate whether, at the end of the Land Lease, if your entity would remove the solar farm or permit ownership thereof to transfer to the Airport.

6. Describe any web-based transaction and reporting capabilities that your entity (or any team member's entity) would offer the Airport.
8. Please provide a brief analysis of current trends in the solar industry. Describe factors that may impact supply, demand, and/or pricing over the next 5 years.
9. Indicate the number of entities in the United States and/or internationally that your company services or serviced as a third party solar developer.
10. Provide any other relevant information about your entity (or your team, if appropriate) that demonstrates its capability (or team's) to perform the services requested under this RFP.

#### **4.5 SUPPLIER DIVERSITY PROGRAM**

Reference Section 1.11 for the applicable participation goal. Information shall be submitted on each M/WBE firm in the Respondent's Proposal. M/WBE information must include evidence of appropriate certification by the City of Indianapolis or the State of Indiana.

#### **4.6 PRICING AND REVENUE PROPOSAL**

The Respondent's Proposal will disclose all estimated costs associated with the development and completion of this Project; the proposed ownership structure thereof; and proposed revenue to the Airport associated with this Project. Failure to comply fully with the requirements of this Section 4.6 will be cause for the Airport to reject, as non-compliant, said Proposal from any further consideration.

**END OF SECTION FOUR**

## **SECTION FIVE**

### **PROPOSAL EVALUATION**

#### **5.1 PROPOSAL EVALUATION PROCEDURE AND CRITERIA**

The Airport will appoint a Proposal Evaluation Team to evaluate the Proposals, and the evaluation process will use the following evaluation criteria and scoring in connection therewith:

- Transmittal Letter and Proposal Format (5 possible points)
- Business Proposal, excluding Revenue Structure and Financial Strength (25 possible points)
- Technical Proposal (20 possible points)
- Proposed Revenue Structure (25 possible points)
- Financial Strength (15 possible points)
- Supplier Diversity Participation (10 possible points)

The procedures for evaluating the Proposals against the evaluation criteria may be summarized as follows:

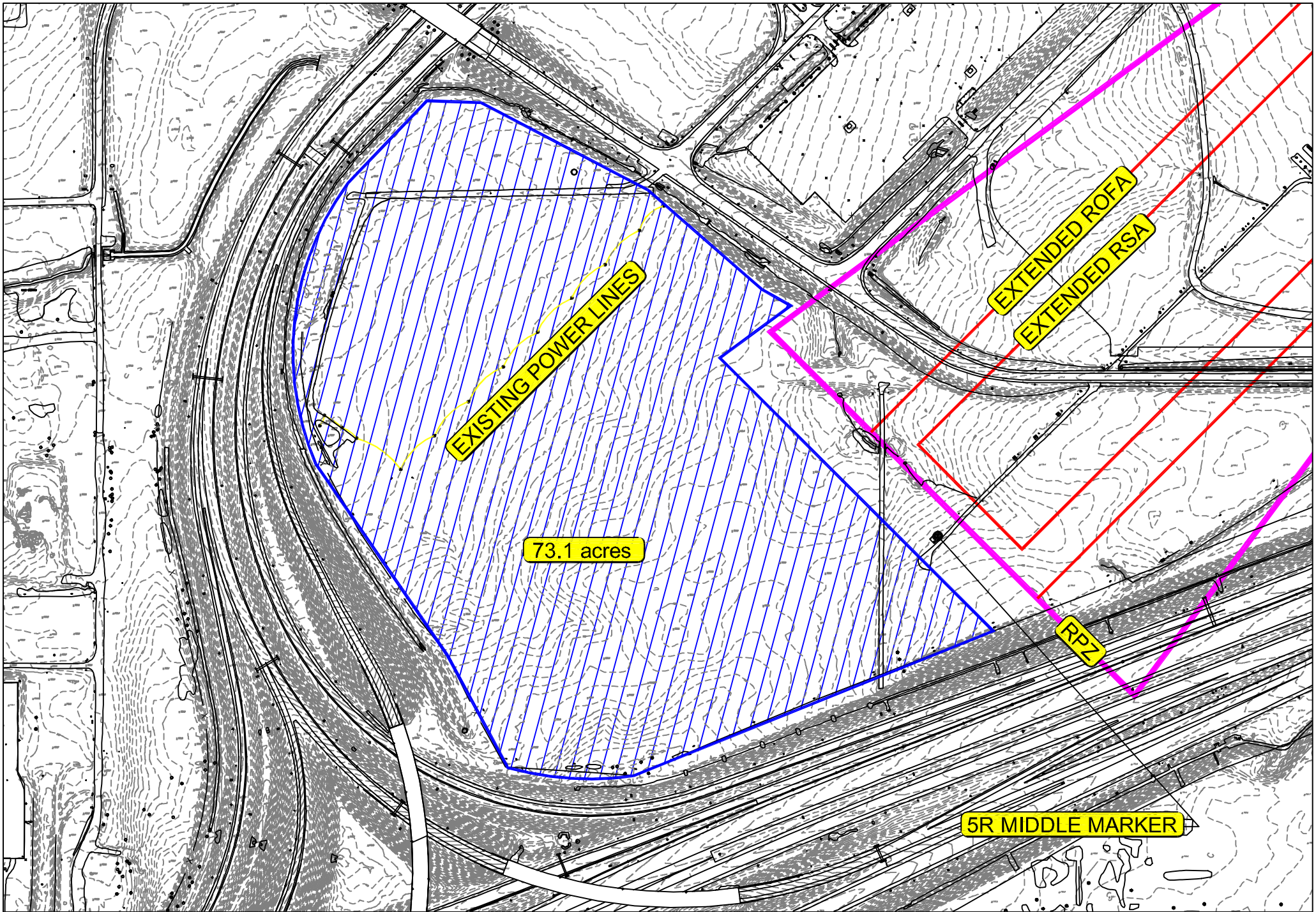
5.1.1 Each Proposal will be evaluated for mandatory criteria, including minimum qualifications and standards. Proposals that are incomplete or otherwise do not conform to the submission requirements may be eliminated from consideration.

5.1.2 Each Proposal will also be evaluated on the business approach, technical and the other criteria. The basis of revenue generation will be of importance in the evaluation of Proposals.

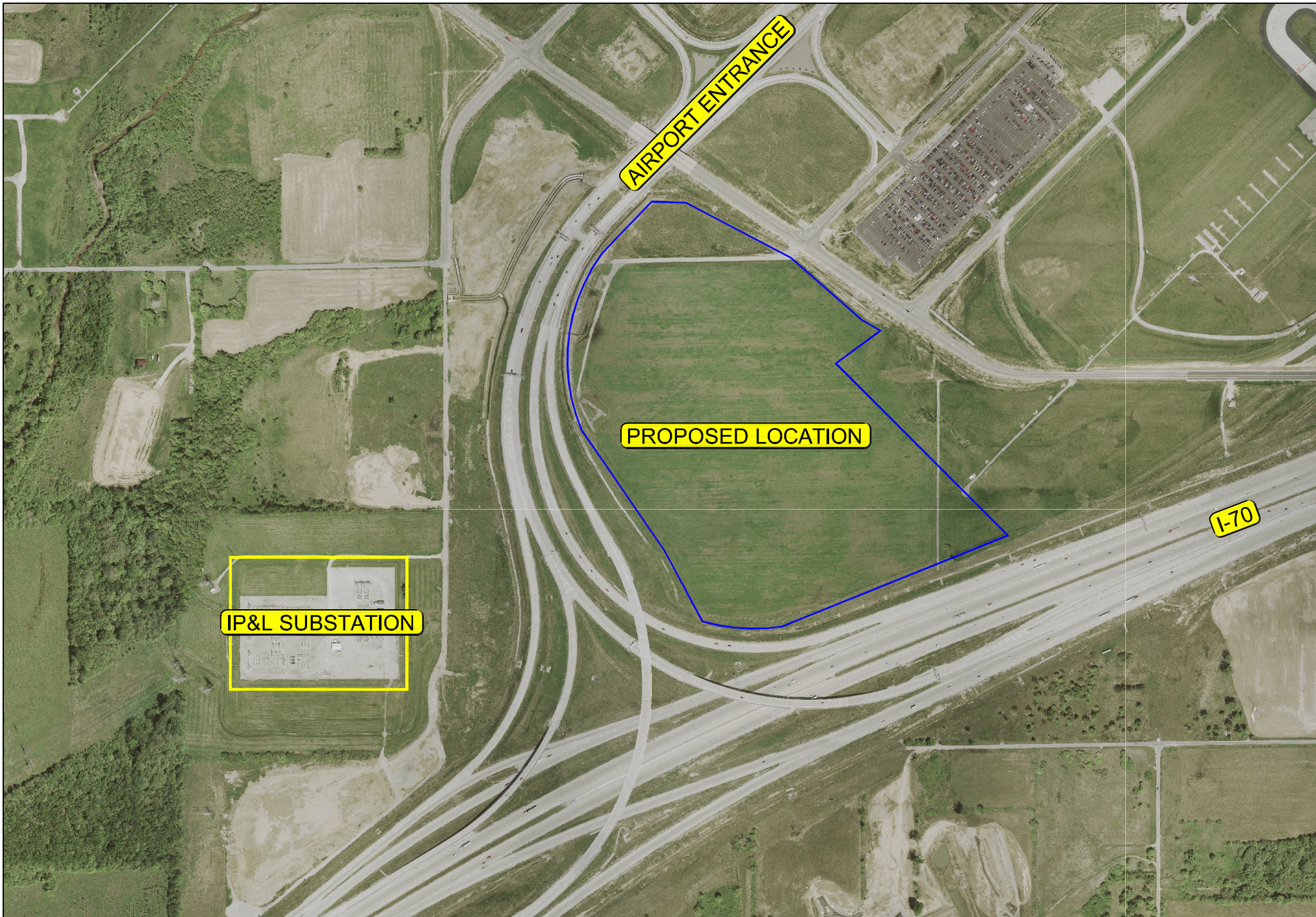
5.1.3 Based on the results of this evaluation, the qualifying Proposal determined to be the most advantageous to the Airport for the Project (taking into account all of the evaluation factors) may be selected by the Airport for further action, such as lease negotiations. If, however, the Airport decides that no Proposal is sufficiently advantageous to the Airport, the Airport may take whatever further action it deems necessary or appropriate to fulfill its needs, including, but not limited to, termination of the RFP process. If, for any reason, a Proposal is selected and it is not possible to consummate a Land Lease with the Respondent, then Airport may begin lease preparation and negotiations with the next qualified Respondent or determine that no such alternate and acceptable Proposal exists.

**END OF SECTION FIVE**

**END OF REQUEST FOR PROPOSAL**



INDIANAPOLIS INTERNATIONAL AIRPORT  
SOLAR FARM RFP  
SITE EXHIBIT



INDIANAPOLIS INTERNATIONAL AIRPORT  
SOLAR FARM RFP  
LOCATION EXHIBIT



Indianapolis Airport Authority

# **SAMPLE LAND LEASE AGREEMENT**

**WITH**

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\_\_\_\_\_, 2011

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Land Lease Agreement**

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**LAND LEASE AGREEMENT  
WITH**

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**THIS LAND LEASE AGREEMENT** (the "Lease") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Indianapolis Airport Authority, a municipal corporation, existing under and by virtue of the laws of the State of Indiana ("AUTHORITY"), and \_\_\_\_\_, a \_\_\_\_\_ corporation authorized to do business in the State of Indiana ("LESSEE"),

**WITNESSETH:**

**WHEREAS**, AUTHORITY owns and operates the Indianapolis International Airport (the "Airport"), located in Marion County, State of Indiana;

**WHEREAS**, LESSEE is a \_\_\_\_\_ primarily engaged in the business of \_\_\_\_\_;

**WHEREAS**, AUTHORITY has right, title and interest in and to the real property on the Airport, together with the facilities, easements, rights, licenses, and privileges hereinafter granted, and AUTHORITY has the full power and authority to enter into this Lease in respect thereof; and

**WHEREAS**, LESSEE desires to lease certain property from the AUTHORITY as hereinafter described, and to construct and operate a 10 MW solar photovoltaic generating system (solar farm) thereon, upon the terms and conditions hereinafter stated;

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants and obligations herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AUTHORITY hereby lets and demises to LESSEE,

and LESSEE hereby takes from AUTHORITY, the following described Leased Premises, and all described rights incidental thereto, subject at all times to the following:

#### **ARTICLE I – LEASED PREMISES**

##### **A. DESCRIPTION OF LEASED PREMISES**

The term “Leased Premises”, as used in this Lease, shall include that certain real estate located at Indianapolis International Airport, Marion County, Indiana, as more particularly described on “Exhibit A”, dated \_\_\_\_\_, 2011, attached hereto and made a part hereof, along with any improvements, including the right of ingress thereto and egress therefrom.

##### **B. EXPANSION AREA – OPTION**

LESSEE shall not have an expansion area under this Lease.

#### **ARTICLE II – OBJECTIVES AND PURPOSES OF LEASE**

##### **A. USE OF LEASED PREMISES**

LESSEE shall use the Leased Premises for the construction, maintenance and operation of a 10 MW solar photovoltaic generating system (solar farm) owned or operated by LESSEE, and for any other necessary and incidental purposes related directly thereto, and for no other purpose.

##### **B. PROHIBITED USES**

LESSEE shall not block any roadway, street, taxiway or access point, and shall not park or place any vehicles or equipment upon the Leased Premises in such a location as to interfere with the Airport’s operations. No service equipment may be stored on the Leased Premises without AUTHORITY’s prior written consent.

LESSEE covenants that it shall not use, or permit the Leased Premises to be used, for any other purpose without the AUTHORITY's prior written approval.

LESSEE shall not permit the loading, unloading or storage of any hazardous animate or inanimate materials or objects in violation of any applicable law or regulation. LESSEE shall not store or transport Class 1, Division 1.1 Explosives as defined in 49 CFR Part 173.50 (as the same may amended, superseded or replaced from time to time). LESSEE'S handling of any hazardous substances shall be in accordance with 49 CFR, Parts 100-199, dated December 31, 1976, as same may be amended, superseded or replaced from time to time. In no event shall LESSEE handle any materials that would adversely affect the insurance coverage(s) of the Leased Premises provided by AUTHORITY, if any.

### **ARTICLE III – LESSEE'S CONSTRUCTION REQUIREMENTS**

#### **A. REQUIREMENT FOR IMPROVEMENTS ON LEASED PREMISES**

LESSEE shall, at its sole expense, construct on the Leased Premises, as provided in Paragraphs D and H of this Article, such buildings, structures, roadways, extension of utility lines or services, additions and improvements as necessary or appropriate for the purposes set forth in Article II.A; provided, however, that no building, structure, roadway, utility lines or services, addition or improvement of any nature shall be made or installed by LESSEE without AUTHORITY's prior written consent, as herein provided.

#### **B. CONSTRUCTION DATES**

Construction of improvements shall begin not later than \_\_\_\_\_, 2011, and shall be completed no later than \_\_\_\_\_, 20\_\_\_. In the event LESSEE

shall fail to begin construction by \_\_\_\_\_, 2011, AUTHORITY shall have the right to terminate this Lease pursuant to the provisions of Article XI herein.

**C. APPROVAL OF PLANS**

LESSEE covenants and agrees that prior to the preparation of detailed construction plans, specifications and architectural renderings of any such building, structure, roadway, addition or improvement, it shall first obtain an "Airport Work Permit" by submitting plans showing the general site plan, design and character of improvements and their location(s), relative to the Leased Premises including location of utilities and roadways to AUTHORITY's Executive Director for approval. LESSEE's plans and specifications shall meet AUTHORITY's design standards for the type of development proposed. LESSEE covenants and agrees that prior to the installation or construction of any such building, roadway, structure, addition or improvement on the Leased Premises, it shall first submit to the AUTHORITY for approval, final detailed construction plans, specifications and architectural renderings prepared by registered and qualified architects and engineers, and that all construction will be in accordance with such plans and specifications and AUTHORITY's Land Use Development Criteria or Development Guidelines for Airports.

**D. EXTENSION OF UTILITIES OR SPECIAL FACILITIES**

LESSEE shall extend and construct, at its sole expense, all necessary utility lines or services within and extending to the Leased Premises required for LESSEE to operate the solar farm described in Article II.A.

LESSEE shall construct, at its sole expense, all necessary roadways within and extending to the Leased Premises required for LESSEE to connect the premises to the nearest existing roadway system.

**E. INTENTIONALLY OMITTED.**

**F. ALTERATIONS OR REPAIRS TO PREMISES**

LESSEE shall not construct, install, remove and/or modify any of the buildings, structures, roadways, utilities, additions or improvements on the Leased Premises without AUTHORITY's prior written approval. LESSEE shall submit for approval by AUTHORITY, its plans and specifications for any proposed project, as well as complying with such other conditions considered by AUTHORITY to be necessary.

**G. LIEN INDEMNIFICATION**

In the event any person or entity shall attempt to assert a Mechanic's Lien against the Leased Premises, LESSEE shall hold AUTHORITY harmless from such claim, including the cost of defense, and shall indemnify AUTHORITY, and provide to AUTHORITY a release of Mechanic's Lien.

**H. COST OF CONSTRUCTION AND ALTERATIONS**

Within thirty (30) days after completion of the construction or alterations, LESSEE shall present to AUTHORITY, for examination and approval, a sworn statement of the "Construction and/or Alteration Costs".

"Construction and/or Alteration Costs", for the purpose of this Article, are hereby defined as all money paid by LESSEE for actual demolition, construction, alteration, including architectural and engineering costs plus pertinent fees in connection therewith.

The cost of the required initial improvements constructed and equipment installed, in accordance with Article III.A, shall not be less than \$\_\_\_\_\_, and shall be substantiated by LESSEE as provided hereinabove.

In the event that LESSEE makes further improvements or alterations on the Leased Premises, the use thereof shall be enjoyed by LESSEE during the term hereof without the additional rental therefor.

Notwithstanding anything herein to the contrary, ownership of any and all improvements, alterations and additions to the Leased Premises shall be in \_\_\_\_\_.

**I. AS-BUILT DRAWINGS**

Within thirty (30) days following completion of the initial construction and any subsequent additions, alterations or improvements, LESSEE shall present to AUTHORITY a complete set of reproducible (mylar) "record" drawings, including all amendments and changes issued during construction, and including, but not limited to, specifications and shop drawings. In addition, the "as-built" drawings must be submitted on a computer diskette in the latest AutoCAD release.

**J. MORTGAGE OF LEASEHOLD INTEREST**

LESSEE shall have the right to place a First Mortgage Lien upon its leasehold interest in an amount not to exceed eighty percent (80%) of the cost of capital improvements thereon, the terms and conditions of such mortgage loan shall be subject to the approval of AUTHORITY. Lender's duties and rights are as follows:

1. The lender shall have the right, in case of default, to assume the rights and obligations of LESSEE herein, with the further right to assign LESSEE's

interest to a third party; subject, however, to AUTHORITY's approval. Lender's obligations under this Lease, as substituted LESSEE, shall cease upon assignment to a third party and approval by AUTHORITY.

2. As a condition precedent to the exercise of the right granted to Lender by this Paragraph, Lender shall notify AUTHORITY of all action taken by it in the event payments on such loans shall become delinquent. Lender shall also notify AUTHORITY, in writing, of any change in the identity or address of the Lender.
3. All notices required by Article XI to be given by AUTHORITY to LESSEE shall also be given to Lender at the same time and in the same manner. Upon receipt of such notice, Lender shall have the same rights as LESSEE to correct any default.

#### **K. OWNERSHIP OF IMPROVEMENTS**

Upon completion of construction, any building, fixture, structure, addition or improvement (excluding personal property as defined in Article XII.C) on the Leased Premises shall immediately become the property of AUTHORITY, as owner, subject only to the right of LESSEE to use during the term of this Lease and shall remain the property of AUTHORITY thereafter with the sole right, title and interest thereto.

### **ARTICLE IV – TERM**

#### **A. PRIMARY**

The term of this Lease is \_\_\_\_\_ (\_\_\_\_) years, commencing upon occupancy or \_\_\_\_\_, 2011, whichever comes first, and terminating on \_\_\_\_\_,

20\_\_\_\_ (“Primary Term”). Prior to the beginning of said term, LESSEE shall have the right to occupy the Leased Premises for the purpose of construction, subject to the provisions of Articles III, IX, and XV.

**B. RENEWAL**

LESSEE shall have an option to extend this Lease for additional term(s) of \_\_\_\_\_ years, upon the rental terms outlined in Article V.B, and expiring on \_\_\_\_\_, 20\_\_\_\_, and by mailing or delivering to AUTHORITY written notice of such intention not later than six (6) months prior to the date of expiration of the Primary Term and the first renewal term, as applicable.

**C. HOLDING OVER**

In the event LESSEE shall continue to occupy the Leased Premises beyond the Primary Term or any renewal thereof without AUTHORITY’s written approval thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy from month-to-month which may be terminated at any time by AUTHORITY or LESSEE by giving thirty (30) days written notice to the other party. Any such month-to-month tenancy shall be subject to the same terms, covenants and conditions as provided in this Lease, except for any increase in monthly rental as provided below.

During such “holding over” period, AUTHORITY shall have the right to increase the monthly rental, as specified in Article V.A, by twenty-five percent (25%), effective the first month following the expiration of the Primary Term or any renewal expiration thereof and continuing until such time that this Lease is terminated by either party as provided herein.

LESSEE further agrees that upon the expiration of the Primary Term or any renewal thereof or sooner cancellation of this Lease, the Leased Premises will be delivered to AUTHORITY in good condition, reasonable wear and tear, and casualty not caused by LESSEE's negligence and matters for which AUTHORITY is responsible excepted. Reasonable wear and tear shall be determined at the sole discretion of AUTHORITY upon inspection of the Leased Premises from time to time.

#### **ARTICLE V – RENTALS, FEES AND RECORDS**

During the term hereof, LESSEE shall pay to AUTHORITY rentals for the Leased Premises according to the following schedule:

##### **A. LEASED PREMISES**

- Construction commencement thru the date LESSEE occupies the Leased Premises or \_\_\_\_\_, 20\_\_\_\_, whichever comes first.
- Total annual rent –
- Monthly rent –

##### **B. EXPANSION AREA**

There is no expansion rental under this Lease.

##### **C. FIELD USE CHARGES**

LESSEE does not lease, and is prohibited from using, any aircraft parking apron or taxiway. Nothing in this Section, however, shall prohibit LESSEE from the joint use with others at the Airport of exterior roadways serving the Leased Premises in accordance with the Airport's rules, regulations and/or restrictions.

##### **D. TIME AND PLACE OF PAYMENTS**

The foregoing fixed rentals shall be payable in equal monthly installments, in advance, on or before the first business day of each calendar month of the term, at the office of the AUTHORITY's Executive Director, Indianapolis Airport Authority, P.O. Box 66755, Indianapolis, IN 46266.

**E. DELINQUENT RENTALS**

There shall be added to any and all sums due AUTHORITY and unpaid, as may be established by AUTHORITY, an interest charge of the principal sum for each full calendar month of delinquency computed as simple interest. The interest amount charged shall be established by AUTHORITY as set forth in AUTHORITY'S Rates and Charges Ordinance or as such ordinance may hereafter be amended. No interest shall be charged upon that portion of any debt which, in good faith, is in dispute. No interest shall be charged upon any account until payment is thirty (30) days overdue, but such interest when assessed thereafter, shall be computed from the due date until the delinquent payment, together with accrued interest, is paid in full. The interest rate, established by Ordinance by the AUTHORITY's Board, may change from time to time.

**ARTICLE VI – OBLIGATIONS OF LESSEE**

**A. NET LEASE**

The use and occupancy of the Leased Premises by LESSEE will be without cost or expense to AUTHORITY. It shall be the sole responsibility and obligation of LESSEE to maintain, repair and operate the entirety of the Leased Premises (including all improvements and facilities constructed thereon) for the entire term of this Lease, and at LESSEE's sole cost and expense.

## **B. MAINTENANCE AND OPERATION**

LESSEE shall maintain the Leased Premises at all times in a safe, neat and attractive condition, and shall not permit the accumulation of any trash, paper, or debris thereon. LESSEE shall repair any and all damages to the Leased Premises caused by its employees, patrons, or its operation thereon, and shall maintain and repair all equipment thereon, including any buildings and improvements, and shall repaint any building(s), as necessary.

LESSEE shall be responsible for, and perform, all maintenance for the solar farm and any building(s), including, but not limited to:

1. Janitorial services, providing janitorial supplies, window washing, rubbish, and trash removal.
2. Supply and replacement of light bulbs in and on any building(s), obstruction lights and replacement of all glass in any building(s), including plate glass.
3. Cleaning of stoppages in plumbing fixtures, drain lines and septic system to the first manhole outside the Leased Premises.
4. Replacement of floor covering(s).
5. Maintenance of all building and overhead doors and door operating systems, including weather stripping and glass replacement.
6. Building interior and exterior maintenance, including painting, repairing and replacement.
7. Repair or replacement of equipment and utilities, to include electrical, mechanical and plumbing in all buildings, including, but not limited to, air conditioning and heating equipment. All repairs to electrical and mechanical equipment are to be made by licensed personnel. Other repairs to be made by craftsmen skilled in work done and performing such work regularly as a trade.

8. LESSEE shall be responsible for all snow removal on the Leased Premises and shall do so in a manner which does not interfere with AUTHORITY's Airport operations or damage to property.
9. LESSEE shall perform all maintenance on LESSEE-constructed structures, pavements, improvements and equipment; and utilities to the point where connected to the main source of supply or the first manhole outside of the Leased Premises, or to any applicable utility corridor.
10. LESSEE shall advise AUTHORITY, and obtain AUTHORITY's consent in writing, before making changes involving structural changes to building or premises or improvements, modifications or additions to plumbing, electrical or other utilities. To prevent the voiding of roof bond(s) and to maintain correct records by AUTHORITY, any penetration of the roof shall be considered a structural change.
11. LESSEE is responsible for maintaining electrical loads within the designed capacity of the system. Prior to any change desired by LESSEE in the electrical loading, which would exceed capacity, written consent shall be obtained from the AUTHORITY's Executive Director.
12. LESSEE shall maintain and relamp all lights in and on any building(s).
13. LESSEE shall provide and maintain hand fire extinguishers for the interior of any building(s), shop parking and storage areas in accordance with applicable safety codes.
14. LESSEE shall maintain and replace all landscaping and grounds as originally approved and installed, and will not allow the removal of trees without permission of AUTHORITY.

AUTHORITY, at its discretion, shall be the sole judge of the quality of maintenance; and LESSEE, upon notice by AUTHORITY to LESSEE, shall be required to perform whatever maintenance AUTHORITY deems necessary. If said maintenance is not undertaken by LESSEE within thirty (30) days after receipt of written notice, AUTHORITY shall have the right to enter upon the Leased Premises and perform the necessary maintenance, the cost of which shall be borne by LESSEE.

No waste shall be committed, or damage done, to the property of AUTHORITY.

**C. UTILITIES**

LESSEE shall assume and pay for all costs or charges for utilities services furnished to LESSEE during the term hereof; provided, however, that LESSEE shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; and LESSEE shall pay for any and all service charges incurred therefor.

**D. TRASH, GARBAGE, ETC.**

LESSEE shall pick up, and provide for, a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of any and all trash, garbage and other refuse caused as a result of the operation of its business on the Leased Premises. LESSEE shall provide and use suitable covered metal receptacles for all such garbage, trash and other refuse.

Piling of boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Leased Premises, shall not be permitted.

**E. SIGNS**

LESSEE shall not erect, maintain or display upon the Leased Premises any billboards, advertising or other signs of any kind without the AUTHORITY's prior written approval.

**F. NON-DISCRIMINATION**

LESSEE, for itself, its personal representatives, successors-in-interest, and assigns, as part of the consideration hereof, does hereby covenant and agree: (1) that no person, on the grounds of race, color, disability or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereof, no person, on the grounds of race, color, disability or national origin, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that LESSEE shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, to the extent that said requirements are applicable, as a matter of law, to LESSEE.

With respect to the Leased Premises, LESSEE agrees to furnish services on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that LESSEE may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

#### **G. CIVIL RIGHTS**

LESSEE assures that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of

race, creed, color, national origin, sex, age or disability, be excluded from participating in any activity conducted with, or benefiting from, federal assistance. This provision obligates LESSEE or its transferee for the period during which federal assistance is extended to the airport program, except where federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

#### **H. AFFIRMATIVE ACTION**

With respect to the Leased Premises, LESSEE assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall, on the grounds of race, creed, color, national origin, disability or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E; that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by that Subpart; and that it will require that its covered suborganizations provide assurance to the LESSEE that they similarly will undertake affirmative action programs, and that they will require assurances from their

suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect, to the extent that said requirements are applicable, as a matter of law, to LESSEE.

**I. OBSERVANCE OF STATUTES**

The granting of this Lease, and its acceptance by LESSEE, is conditioned upon the right to use the Airport's facilities in common with others authorized to do so; provided, however, that LESSEE shall observe and comply with any and all requirements of the constituted public authorities and with all Federal, State or Local statutes, ordinances, regulations and standards applicable to LESSEE for its use of the Leased Premises, including, but not limited to, rules and regulations promulgated from time to time by the AUTHORITY's Executive Director for the administration of the Airport.

**J. ENVIRONMENTAL STATUTES**

LESSEE covenants and agrees to comply with all applicable environmental laws, and to provide to AUTHORITY, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of LESSEE or which seek criminal or punitive penalties from LESSEE for an alleged violation of environmental laws. LESSEE further agrees to advise the AUTHORITY, in writing, as soon as LESSEE becomes aware of any condition or circumstance which may result in a potential violation of any environmental laws and/or contamination caused by LESSEE on AUTHORITY's land. LESSEE agrees, at the request of AUTHORITY, to permit an

environmental audit solely for the benefit of AUTHORITY, to be conducted by AUTHORITY or an independent agent selected by AUTHORITY. LESSEE agrees to bear the expense of said audit only in the event of contamination or other violation discovered pursuant to said audit. This provision shall not relieve LESSEE from conducting its own environmental audits or taking any other steps necessary to comply with environmental laws.

If, in the reasonable opinion of AUTHORITY, there exists any uncorrected violation by LESSEE of an environmental law or any condition which requires, or may require, a clean-up, removal or other remedial action by LESSEE, and such clean-up, removal or other remedial action is not initiated within thirty (30) days from the date of written notice from AUTHORITY to LESSEE, and completed within such time period as specified in any remediation action plan approved by AUTHORITY or as required by the Indiana Department of Environmental Management or the Environmental Protection Agency, the same shall, at the option of AUTHORITY, constitute an event of default under this Lease.

For purposes of this Article, the term "environmental law" shall mean all Federal, State and Local laws, including statutes, regulations, ordinances, codes, rules, policies, guidance, permits issued to the AUTHORITY, and other governmental restrictions, requirements and best management practices relating to the environment or hazardous substance, including, but not limited to, the Indiana Environmental Management Act, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility,

Cleanup and Liability Act of 1980 as amended by the Super Fund Amendments and Re-authorization Act of 1986, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulations of any State Department of Natural Resources or State Environmental Protection Agency, requirements of the AUTHORITY'S Environmental Management System or other Environmental Plans now or anytime hereafter in effect.

LESSEE agrees fully to indemnify, defend and hold harmless AUTHORITY, its officers, directors, agents, and employees ("Indemnified Party" or "Indemnified Parties") from and against any and all claims, actions, damages, liabilities, fines, fees, judgments, penalties, losses, costs and expenses, and all expenses incidental to the investigation and defense thereof, including reasonable litigation expenses and attorney's fees, based on or arising out of damages or injuries to persons or property, resulting from LESSEE, its agents or employees, violation of any environmental laws with respect to LESSEE's use and occupancy of any Leased Premises, and any contamination caused by the LESSEE on the AUTHORITY's land. These indemnification and hold harmless obligations shall survive any termination or expiration of this Lease.

The Indemnified Party or Parties shall give to LESSEE prompt and reasonable notice of any such claim or action, and LESSEE shall have the right to investigate, compromise, and defend the same.

**K. HAZARD LIGHTS**

LESSEE shall, at its expense, provide and maintain hazard lights on any structure erected by LESSEE on the Leased Premises, if required by AUTHORITY or Federal

Aviation Administration regulations. Any hazard lights so required shall comply with the specifications and standards established for such installations by the FAA.

#### **ARTICLE VII – OBLIGATIONS OF AUTHORITY**

##### **A. OPERATION AS A PUBLIC AIRPORT**

AUTHORITY covenants and agrees that at all times it will operate and maintain its Airport facilities, as defined hereinabove, as a public Airport consistent with and pursuant to the Sponsor's Assurances given by AUTHORITY to the United States Government under the Federal Airport Act.

##### **B. INGRESS AND EGRESS**

Upon paying the rental(s) hereunder and performing the covenants of this Lease, LESSEE shall have the right of ingress to and egress from the Leased Premises for the LESSEE, its officers, employees, agents, servants, customers, vendors, suppliers, patrons, and invitees over the roadway(s) provided by AUTHORITY serving the Leased Premises. AUTHORITY's roadway(s) shall be used jointly with other tenants on the Airport, and LESSEE shall not interfere with the rights or privileges of other persons or entities using said facilities, and shall be subject to such weight and type use restrictions, as AUTHORITY deems necessary.

##### **C. CONSTRUCTION BY AUTHORITY**

There are no facilities or improvements to be constructed by AUTHORITY under this Lease. All construction will be made by LESSEE as provided in Article III.

#### **ARTICLE VIII – AUTHORITY'S RESERVATIONS**

##### **A. IMPROVEMENT, RELOCATION OR REMOVAL OF STRUCTURES**

AUTHORITY, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions or interference, together with the right to prevent LESSEE from erecting or permitting to be erected, any buildings or other structures on the Airport which, in the AUTHORITY's opinion, would limit the usefulness of the Airport or constitute a hazard to aircraft.

In the event that AUTHORITY requires the Leased Premises for expansion, improvements or development of the Airport, AUTHORITY reserves the right, on six (6) months prior notice, to relocate or replace LESSEE's improvements in substantially similar form at another generally comparable location on the Airport.

**B. INSPECTION OF LEASED PREMISES**

AUTHORITY, through its duly authorized agent, shall have at any reasonable time, the full and unrestricted right to enter the Leased Premises for the purpose of periodic inspection for fire protection, maintenance and to investigate compliance with the terms of this Lease.

**C. SUBORDINATION TO U.S. GOVERNMENT**

This Lease shall be subordinate to the provisions of any existing or future agreement(s) between AUTHORITY and the United States, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or

reimbursement to AUTHORITY for Federal funds for the development of the Airport.

**D. WAR OR NATIONAL EMERGENCY**

During the time of war or national emergency, AUTHORITY shall have the right to lease the Airport (or any part thereof) to the United States Government for military use, and, if any such lease is executed, the provisions of this Lease insofar as they are inconsistent with the lease to the Government shall be suspended, and in that event, a just and proportionate part of the rent hereunder shall be abated.

**ARTICLE IX – INDEMNIFICATION AND INSURANCE**

**A. INDEMNIFICATION**

LESSEE agrees to indemnify, defend and hold the AUTHORITY, its officers, directors, agents, servants and employees, harmless from and against any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney's fees, court costs and expert fees), claimed by anyone by reason of injury or damage to persons or property sustained in or about the Airport (including the Leased Premises), as a proximate result of the acts or omissions of LESSEE, its agents, servants or employees, or arising out of the operations of LESSEE upon or about the Airport, excepting such liability as may result from the sole gross negligence of AUTHORITY, its officers, directors, agents, servants or employees; provided, however, that upon the filing of any claim with AUTHORITY for damages arising out of incidents for which LESSEE herein agrees to hold AUTHORITY harmless, then and in that event, AUTHORITY shall notify LESSEE

of such claim and LESSEE shall have the right to settle, compromise or defend the same. LESSEE shall further use legal counsel reasonably acceptable to AUTHORITY in carrying out LESSEE's obligations hereunder. Any final judgment rendered against AUTHORITY for any cause for which LESSEE is liable hereunder shall be conclusive against LESSEE as to liability and amount, where the time for appeal therefrom has expired. These indemnification and hold harmless obligations set forth herein shall survive any expiration or early termination of this Lease.

**B. LIABILITY INSURANCE**

LESSEE shall, at its expense, procure, maintain and keep in force, at all times during the Primary Term and any extension of this Lease, from a financially sound and reputable entity reasonably acceptable to AUTHORITY, commercial general liability insurance with respect to the Leased Premises, insuring LESSEE as the named insured and the Indemnified Party (including, without limitation, the members, officers and employees thereof), and such other persons as the AUTHORITY shall require, as additional insureds, against liability for bodily injury, personal injury, automobile liability, and property damage. Without limiting its liability, LESSEE agrees to carry and keep in force insurance with single limit liability for bodily injury, personal injury, automobile liability, or death and property damage in a sum not less than Five Million Dollars (\$5,000,000.00). LESSEE shall, upon execution of this Lease and at least thirty (30) days prior to the expiration of any such policy, furnish the insureds with a certificate of insurance (per Acord Form 27 or its equivalent) as evidence of coverage for a period of at least one (1) year. This insurance shall not be cancelled, terminated or materially

modified or amended, except after thirty (30) days prior written notice thereof to the additional insureds.

**C. WORKERS' COMPENSATION INSURANCE**

LESSEE shall, at its sole expense, procure and keep in force at all times during the Primary Term and any extension of this Lease, with a financially sound and reputable company reasonably acceptable to AUTHORITY, a policy of workers' compensation insurance on the employees of LESSEE in the required statutory amounts. LESSEE shall, upon execution of this Lease and at least thirty (30) days before the expiration of any such policy, furnish AUTHORITY with a certificate of insurance as evidence of such coverage. This policy shall not be cancelled, terminated, or materially modified or amended, except upon thirty (30) days prior written notice thereof to AUTHORITY.

**D. DUPLICATE COPIES OF CERTIFICATES OF INSURANCE**

LESSEE shall, at LESSEE's sole cost and expense, furnish to AUTHORITY from time to time, upon AUTHORITY's request, duplicate copies of any and all Certificates of Insurance that LESSEE is required to maintain pursuant to the preceding provisions. If required by AUTHORITY, those duplicate Certificates of Insurance shall be certified to AUTHORITY by LESSEE or by its insurance carrier(s) as being true, complete and correct photocopies of those policies.

**E. FIRE AND EXTENDED COVERAGE INSURANCE**

LESSEE shall, at its expense, procure and keep in force at all times during the Primary Term and any extensions of this Lease, with a company suitable to AUTHORITY, insurance on the improvements on the Leased Premises against loss

and damage by fire, aircraft and extended coverage perils. Such policy shall be on an All Risk, Agreed Amount and Replacement Cost basis, with satisfactory evidence of such coverage furnished to AUTHORITY.

**F. APPLICATION OF INSURANCE PROCEEDS**

If the fixed improvements placed upon the Leased Premises shall be totally destroyed or extensively damaged and LESSEE shall elect not to restore the same to their previous condition, the proceeds of insurance payable by reason of such loss shall be apportioned between AUTHORITY and LESSEE, with AUTHORITY receiving the same proportion of such proceeds as the then expired portion of the term of this Lease bears to the full term of this Lease, including any renewal term(s), and LESSEE receiving the balance. This Lease shall then be cancelled. If the damage results from an insurable cause and LESSEE shall elect to restore the same with reasonable promptness, it shall be entitled to receive and apply the entire proceeds of any insurance covering such loss to said restoration, in which event this Lease shall continue in full force and effect.

**G. PERFORMANCE BONDS**

LESSEE shall deliver to AUTHORITY a performance bond in the amount of \$\_\_\_\_\_ within thirty (30) days after the execution date first above mentioned. Said bond shall be conditioned on the faithful performance of all terms, conditions and covenants of this Lease, shall be renewable annually, and shall be kept in full force and effect for the entire term of this Lease.

At LESSEE's option, a check in the amount of \$\_\_\_\_\_ may be deposited with AUTHORITY in lieu of said Performance Bond.

In lieu of said performance bond or rental deposit, LESSEE may deposit with AUTHORITY's Treasurer, bonds of the United States of America or such other securities or bank certificate(s) of deposit as are acceptable to AUTHORITY in the name of AUTHORITY or assigned to AUTHORITY. LESSEE may have the right to reserve to itself interest payable on said U.S. Bonds or such other securities.

In addition, before commencing construction of the improvements and/or facilities under this Lease, or at any time that LESSEE undertakes the construction of any additional improvements or facilities, LESSEE shall, at its own cost and expense, cause to be made, executed and delivered to AUTHORITY, separate bonds, as follows:

1. Prior to the date of commencement of construction, a contract surety bond in a sum equal to the full amount of the construction contract awarded. Said bond shall be drawn in a form and from such company as approved by AUTHORITY; shall guarantee the faithful performance of necessary construction and completion of improvements in accordance with approved final plans and detailed specifications; and shall guarantee AUTHORITY against any losses and liability, damages, expenses, claims and judgments caused by, or resulting from, any failure of LESSEE to perform completely, the work described herein provided.
2. Prior to the date of commencement of construction, a payment bond with LESSEE's contractor or contractors as principal, in a sum equal to the full amount of the construction contract awarded. Said bond shall guarantee payment of all wages for labor and services engaged and of all bills for materials, supplies and equipment used in the performance of said construction contract.

#### **ARTICLE X – TERMINATION OF LEASE BY LESSEE**

##### **A. TERMINATION**

This Lease shall terminate at the end of the Primary Term or any renewal thereof, and LESSEE shall have no further right or interest in any of the ground improvements hereby demised, except as provided in Article IV.C.

**B. TERMINATION BY LESSEE**

LESSEE may terminate this Lease and its obligations hereunder at any time that LESSEE is not in default in the payment of rentals to AUTHORITY hereunder by giving AUTHORITY at least sixty (60) days prior written notice thereof to be served as hereinafter provided, and by surrender of the Leased Premises, upon or after the happening of any one of the following events:

1. The issuance by any court of competent jurisdiction of an injunction in any preventing or restraining the use of the Airport, so as to substantially affect LESSEE's use of its solar farm at the Airport, and the remaining in force of such injunction for a period of at least ninety (90) days; provided, however, that such injunction is not due to LESSEE's operations at the Airport.
2. The default by AUTHORITY in the performance of any covenant or agreement herein required to be performed by AUTHORITY, and the failure of AUTHORITY to undertake and be continuing to remedy such default for a period of ninety (90) days after receipt from LESSEE of written notice of termination, as above provided, shall be of any force or effect if AUTHORITY shall have remedied the default prior to receipt of LESSEE's notice of termination.
3. The assumption by the United States Government or any authorized agency thereof of the operation, control, or use of the Airport and facilities, or any substantial part or parts thereof, in a manner as substantially to restrict LESSEE for a period of at least ninety (90) days from full use of its Leased Premises, and in that event, a just and proportionate part of the rent hereunder shall be abated.

**ARTICLE XI – TERMINATION OF LEASE BY AUTHORITY**

**A. TERMINATION BY AUTHORITY**

AUTHORITY, in addition to any other rights to which it may be entitled by law, may declare this Lease terminated in its entirety, subject to and in the manner provided in Section B hereof, upon or after the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon the Leased Premises:

1. The failure to pay all installments of rent then due (with interest) within thirty (30) days after receipt by LESSEE of written notice to pay such rent.
2. The filing by LESSEE of a voluntary petition in bankruptcy or the making of any assignment of all or any part of LESSEE's assets for benefit of creditors.
3. The adjudication of LESSEE as a bankrupt pursuant to any involuntary bankruptcy proceedings.
4. The taking of jurisdiction by a court of competent jurisdiction of LESSEE or its assets pursuant to proceedings brought under the provisions of any Federal reorganization act.
5. The appointment of a receiver or a trustee of LESSEE's assets by a court of competent jurisdiction or a voluntary agreement with LESSEE's creditors.
6. The breach by LESSEE of any of the covenants or agreements herein contained, and the failure of LESSEE to remedy such breach.
7. The abandonment of the Leased Premises.
8. The failure to replace any improvements which have been destroyed by fire, explosion, wind, etc., within six (6) months from the date of such destruction.

**B. WAIVER OF STATUTORY NOTICE TO QUIT**

In the event that AUTHORITY exercises its option to cancel this Lease upon the occurrence of any or all of the events set forth in this Article, a notice of cancellation shall be sufficient to cancel this Lease; and, upon such cancellation, LESSEE hereby agrees that it will forthwith surrender up possession of the Leased

Premises to the AUTHORITY. In this connection, LESSEE hereby expressly waives the receipt of any notice to quit or notice of termination, which would otherwise be given by AUTHORITY.

**C. POSSESSION BY AUTHORITY**

In any of the aforesaid events, AUTHORITY may take immediate possession of the Leased Premises and remove LESSEE's effects, forcibly if necessary, without being deemed guilty of trespassing. Upon said default, all rights of LESSEE shall be forfeited; provided, however, AUTHORITY shall have and reserve all of its available remedies at law as a result of said breach of this Lease.

Failure of AUTHORITY to declare this Lease terminated upon default of LESSEE for any of the reasons set out shall not operate to bar, destroy or waive the right of AUTHORITY to cancel this Lease by reason of any subsequent violation of the terms hereof.

**D. SUSPENSION OF LEASE**

During the time of war or national emergency, AUTHORITY shall have the right to lease the landing area (or any part thereof) to the United States Government for military use. If any such lease is executed, any provisions of this instrument which are inconsistent with the provisions of the lease to the Government shall be suspended, provided that the term of this Lease shall be extended by the amount of the period of suspension.

**E. DESTRUCTION OF PREMISES – TERMINATION**

In the event of damage to, or destruction or loss of, the building or improvements by an insured or uninsured risk, LESSEE shall promptly repair, restore and rebuild

said building or improvements as nearly as possible to the condition they were in immediately prior to any such damage or destruction.

If the building or improvements shall be damaged in such manner as to render them unusable, in whole or in part, the rental provided to be paid under this Lease shall be abated or reduced proportionately during the period from the date of such damage or destruction until the work of repairing, restoring or reconstructing said building or improvements is completed.

#### **ARTICLE XII – RIGHTS UPON TERMINATION**

##### **A. FIXED IMPROVEMENTS**

It is the intent of this Lease that the real estate, leasehold improvements (e.g., solar farm), and any alterations thereto shall be and remain the property of AUTHORITY during the entire term of this Lease and thereafter. If LESSEE fails to repair, at its own expense, any and all damage to the Leased Premises within thirty (30) days after termination, AUTHORITY shall have the right to repair any such damage, at LESSEE's sole expense.

##### **B. INTENTIONALLY OMITTED**

##### **C. PERSONAL PROPERTY**

Upon termination of this Lease, LESSEE shall remove all of its personal property which is not affixed to the Leased Premises within thirty (30) days after said termination. If LESSEE fails to remove said personal property, said property may thereafter be removed by AUTHORITY, at LESSEE's sole expense.

#### **ARTICLE XIII – ASSIGNMENT AND SUBLETTING**

##### **A. SUCCESSORS AND ASSIGNMENT**

LESSEE shall not assign this Lease (or any part thereof) in any manner whatsoever, or assign any of the privileges recited herein, without the AUTHORITY's prior written consent, and AUTHORITY hereby reserves the right, as a condition of assignment approval, to increase the rental specified in this Lease. In the event of such assignment, LESSEE shall remain liable to AUTHORITY for the remainder of the term of this Lease to pay to AUTHORITY any portion of the rental(s) and fees provided for herein upon failure of the assignee to pay the same when due. Said assignees shall not assign said Lease except with the prior written approval of the AUTHORITY and the LESSEE herein, and any assignment by LESSEE shall contain a clause to this effect.

**B. SUBLETTING**

LESSEE shall not rent or sublease all or any part of the Leased Premises or the improvements located thereon, without the AUTHORITY's prior written consent, and AUTHORITY reserves the right, as a condition of sublease approval, to increase the ground rental specified in this Lease.

**ARTICLE XIV – QUIET ENJOYMENT**

AUTHORITY covenants that LESSEE, upon payment of the rentals reserved herein and the performance of each and every one of the covenants, agreements and conditions on the part of LESSEE to be observed and performed, shall and may, peaceably and quietly, have, hold and enjoy the Leased Premises for the term aforesaid, free from molestation, eviction or disturbance (except as allowed or permitted by this Lease).

**ARTICLE XV – GENERAL PROVISION**

**A. NON-INTERFERENCE WITH OPERATION OF AIRPORT**

LESSEE, by accepting this Lease, expressly agrees for itself, its successors and assigns, that it will not make use of the Leased Premises in any manner which might interfere with the landing or taking off of aircraft at the Airport, or otherwise constitute a hazard. In the event the aforesaid covenant is breached, AUTHORITY reserves the right to enter upon the Leased Premises and cause the abatement of such interference, at LESSEE's sole expense.

**B. ATTORNEY'S FEES**

In any action brought by AUTHORITY for the enforcement of the obligations of LESSEE, AUTHORITY shall be entitled to recover interest and its attorney's fees.

**C. TAXES**

LESSEE shall pay any and all taxes levied upon the Leased Premises.

**D. LICENSE FEES AND PERMITS**

LESSEE shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under Federal, State or local laws, rules and regulations insofar as they are necessary to comply with the requirements of this Lease and the privileges extended hereunder.

**E. INTENTIONALLY OMITTED**

**F. PARAGRAPH HEADINGS**

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Lease.

**G. INTERPRETATIONS**

This Lease shall be interpreted in accordance with the laws of the State of Indiana.

**H. NOTICES**

Whenever any notice or payment is required by this Lease to be made, given or transmitted to the parties hereto, such notice or payment shall be in writing and enclosed in an envelope with sufficient postage attached to insure delivery and deposited in the United States Mail, addressed to:

**AUTHORITY**

Notices:      Executive Director  
                 Indianapolis Airport Authority  
                 7800 Col. H. Weir Cook Memorial Dr., Suite 100  
                 Indianapolis, IN 46241

Payments:    Indianapolis Airport Authority  
                 P.O. Box 66755  
                 Indianapolis, IN 46266

**LESSEE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or such other place as a party hereto may, by written directive to the other party, designate in the manner herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date first above mentioned.

**INDIANAPOLIS AIRPORT AUTHORITY**

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

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

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

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

Approved as to Form and Legality:

By: \_\_\_\_\_  
Joseph R. Heerens, General Counsel

**(LESSEE's NAME)**

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

Printed: \_\_\_\_\_

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

Attachments:

Exhibits: