



CITY OF KNOXVILLE

**Request for Qualifications
for
Professional Services
Solar Photovoltaic Installation**

**U.S. Department of Energy
Energy Efficiency and Conservation Block Grant**

Qualifications to be Received by 11:00 AM, Eastern Time
Friday, March 5, 2010

Submit Qualifications/Proposals to:

City of Knoxville
Office of Purchasing Agent
City/County Building
Room 667-674
400 Main Street
Knoxville, Tennessee 37902

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I. STATEMENT OF INTENT

The Energy Efficiency & Conservation Block Grant Program (EECBG) was authorized in the Energy Independence and Security Act of 2007, but was funded for the first time in the American Recovery and Reinvestment Act (ARRA) of 2009. Program dollars are allocated by the Department of Energy (DOE) directly to cities with populations of at least 35,000 and counties with populations of at least 200,000. The City of Knoxville's (City) allocation is \$2,012,700. Of these funds, \$250,000 is allocated for deploying a Solar Photovoltaic (PV) system, ideally on the roof of the Knoxville Convention Center, using a third-party or other innovative financing model.

The City intends to leverage the available \$250,000 to allow the installation of a high quality solar array with the highest electricity output possible given financial constraints. The qualifying firm should expect to budget that amount as a seed fund to plan a third party financed project, and should expect to take advantage of applicable financial incentives such as the 30% federal tax credit, MACRS depreciation, TVA's Generation Partners Program (a power purchase program), and any other available opportunities to reduce net system cost. The City does not require panel ownership upon the completion of installation and is interested in considering financial models in which the selected firm proposes to own the panels permanently, own the panels for a period of time with eventual City option to purchase, or some other option developed by the winning qualifier.

Through this project, the City intends to demonstrate how municipal, non-profit, or other non-tax paying entities in the Tennessee Valley can deploy large solar PV systems without incurring significant costs. Firms should expect to connect the PV system with the electrical grid through the Tennessee Valley Authority's (TVA) Generation Partners Program via Knoxville Utilities Board (KUB). Because of the structure of Generation Partners, the City does not expect the PV installation to offset or reduce electricity usage or cost at the host site, particularly during the ten-year duration of the Generation Partners agreement. The ability of a firm to offer a financing model for the project through which the City does or can benefit economically from the system will strengthen the firm's qualification for selection. Creativity to find a duplicable financial structure that is workable in the TVA and KUB power service areas is encouraged.

The City invites interested firms to provide professional services qualifications for the design and installation of a Solar PV array that meets the intent of this project. The winning qualifier will design and then build the project in its entirety, utilizing sub contactors as needed. The winning qualifying firm will be responsible for the due diligence, financing, design, installation and grid-connection of a PV system. Due diligence includes, but is not limited to, verification of sufficient structural integrity, solar resource, and National Environmental Protection Act (NEPA) approval for an installation on the proposed host site, the Knoxville Convention Center. Although no major barriers are anticipated, if NEPA approval or structural and solar due diligence prevent the Convention Center from being an appropriate site, the winning qualifier will assist the City in a new site selection and clearance process. During the scoping process, the budget will need to reflect the potential for site change and clearly show that the risk has been addressed.

Because there is a component of risk in site approval, the contract will have two phases and two separate notices to proceed. The first notice to proceed will be given when the contract receives City Council approval, and Phase I will entail performing site due diligence, schematic design renderings, aiding the City in obtaining NEPA clearance, securing financing, and initiating a Generation Partners Agreement. The second notice to proceed will be issued upon NEPA compliance and DOE approval, and Phase II will entail final design and installation. The winning qualifying firm will be responsible for budgeting for both phases of this project, and managing those funds accordingly.

Phase I: Due Diligence (Notice to Proceed upon contract execution)

- Conduct a solar site assessment, a structural assessment, and a NEPA assessment;
- Produce schematic design documents;
- Ensure NEPA compliance, either by subcontracting for an environmental assessment or by following other guidance provided by the DOE / State Historic Preservation Office (SHPO) in this capacity (a waste stream plan is needed here);
- Develop a system financing structure to insure the City expends no more than \$250,000 total in relation to this project; and
- Initiate a Power Purchase Agreement (through Generation Partners) with TVA / KUB.

Phase II: Design and Build (Notice to Proceed upon DOE / NEPA approval)

- Finalize system design and technical specifications;
- Finalize design certification and maintenance plans;
- Complete installation and waste stream documentation;
- Provide turn-key installation of designed system:
 - Connect to the utility grid using KUB's interconnection guidelines, found at <http://www.kub.org/wps/portal/generationpartners>,
 - Use these in conjunction with TVA's Green Power Switch Generation Partners Program, found at <http://www.tva.com/greenpowerswitch/partners/>;
- Issue engineering certification and performance guarantees / warranties; and
- Issue consistent monthly reporting, as well as any other tasks required to allow successful fulfillment of the City's contractual obligations to DOE for the expenditure of the EECBG grant for a solar PV array. The Buy America provision applies, and all grant requirements are detailed beginning on page 27 of this RFQ.

Please note that the City will contribute up to and no more than \$250,000 for this project. These funds may be used to cover the cost of due diligence, the design of the system, hardware for the system, or any combination of these or other budget items. Interested firms should not expect that the City will commit any additional funds towards the project at any point in the future (i.e., no commitment to purchase PV panels at a reduced rate after tax credits/depreciation has been captured by financier). However, firms should include a panel purchase option for the City's consideration.

The professional services contract will require coordination with federal, state, and local entities, will require open and continual communication with City representatives, will consider NEPA compliance,

will require aiding the City with DOE coordination and reporting, will require a cost conscious, technical, and innovative approach to aiding the City in good stewardship and appropriate completion of grant obligations, will require flexibility with unknown conditions, and will require project completion absolutely no later than August of 2012. Because the project is intended to be a model, firms should expect to share relevant information regarding the financing model system design with the public in a process that will be facilitated through the City. The City envisions the contract to be executed with an Engineering firm, Renewable Energy Engineering firm, or Energy Services Company (ESCO) as the lead firm, with other types of services provided in-house by the lead firm or subcontracted with other firms as needed. Specific work requirements are listed in the Scope of Work section. **Only one firm will be selected as the prime contractor. Other firms made part of the consultant team will be viewed as and required to serve as subcontractors to the lead firm.**

II. TIME LINE

Availability of RFQ.....	February 5, 2010
Pre-Qualification Meeting	February 12, 2010
Deadline: Submission of written Questions to Purchasing Agent.....	February 24, 2010
Qualifications Due Date.....	March 5, 2010

Consultant Selection Process

Selection of Firms for Interviews (if conducted).....	March 12, 2010
Interviews (if conducted – by appointment only).....	March 18 & 19, 2010
Consultant Selection Recommendations	March 19, 2010
Scope of Work & Contract Negotiations.....	March 22-April 9, 2010
City Council Contract Approval Request	April 20, 2010
Contract Start Date (Notice to Proceed)	April 30, 2010

The pre-qualification meeting will be held on Friday, February 12, 2010 at 2:00 pm (EST) at the City County Building, 400 Main Street, Main Assembly Room.

Please submit your questions in writing to the Purchasing Agent (Boyce H. Evans) prior to the pre-qualification meeting to the fullest extent possible via email at bhevans@cityofknoxville.org. This is to ensure the City has the right organizations represented to answer questions pertaining to this multifaceted project. The timeline above is for the information of submitting entities. Project constraints, including interviews with submitting entities, may cause these dates to change. **However, in no event shall the deadline for submission of the qualifications be changed except by written modification from the City of Knoxville Purchasing Division.**

III. BACKGROUND:

Energy Efficiency and Conservation Block Grant

In 2007, the City began seriously examining ways to bring sustainable practices to the way we do business. Cities all over the nation have engaged or are engaging in this same effort to develop programs that enable environmentally responsible business practices to be implemented while still maintaining fiscal responsibility. In spring of 2009, the City worked with local partners to think through a strategy that would result in a programmed request for federal DOE EECBG funding. Though Knoxville is not unique in the grant award, the approach we are taking is unique. Instead of putting all of our EECBG funding into our energy services performance contract, the City has allocated funds to seven different efforts, the implementation of which is private sector and market driven. Interested partners and members of the public will be involved throughout the open expenditure process and will participate in the City's EECBG funded sustainable program development. We expect and will pursue community support.

In September 2009, the City was awarded \$2,012,700 for energy savings initiatives. The purpose of this DOE program is to assist local governments in creating and implementing strategies to increase energy efficiency, reduce fossil fuel emissions, reduce energy costs, deploy renewable energy technologies, leverage public and private resources, create jobs spur economic growth, and maximize benefits over the long term. These Energy Efficiency & Conservation Block Grant funds will provide a booster to the renewable energy market of Knoxville, and will be a significant energy-saving asset to the Community, City, and private property owners.

Documents related to the City's sustainability program are available for review on the City of Knoxville website at www.cityofknoxville.org/sustainability.

Tax Credits, Grants, and Other Financial Incentives

The Federal Government offers the Business Energy Investment Tax Credit to commercial, industrial, or utility entities that install eligible renewable technology systems, such as the Solar PV array the city wishes to pursue. This tax credit is worth 30% of the cost of the system. With the passage of the American Recovery and Reinvestment Act of 2009, the solar investment tax credit can be combined with tax exempt financing, which could significantly reduce the required capital. In certain circumstances, the federal government will provide a grant in lieu of an investment tax credit where a financing partner desirous of tax credits is not available. Pending renewal, firms may also be able to leverage the MACRS and bonus depreciation schedule for the solar array.

More information about these federal tax incentives may be found at: <http://www.dsireusa.org/solar/incentives/index.cfm?state=us&re=1&EE=1&spv=1&st=1> and through the IRS website.

It is also a possibility that the project may qualify for a grant funded by the State of Tennessee's State Energy Program, potentially to be administered by the Tennessee Solar Institute, an initiative funded with the State of Tennessee's Energy Efficiency and Conservation Block Grant dollars. Although there

is no confirmation that such funds will be available for this project, the City will work with the selected firm to pursue any opportunity for additional grant funding.

TVA Generation Partners Program

The TVA Generation Partners Program is offered in Knoxville through KUB. Owners of eligible, solar energy generation systems can contract with TVA to participate in the Generation Partners Program. TVA will purchase 100% of the green energy output at a premium of \$0.12 cents per kilowatt-hour (kWh) for solar above the retail rate plus any fuel cost adjustments. All new participants will qualify for an additional \$1,000.00 incentive to help offset start-up costs. TVA will meter the output of the PV system separately from the electricity consumption of the host site. Purchase of all generated power is guaranteed for 10 years from the start of the agreement with the local power company. To be eligible for the program, all equipment must be in compliance with environmental regulations and national standards, certified by a licensed electrician, and meet all applicable codes. It should be noted that upon purchase of produced electricity, TVA owns the right to all Renewable Energy Credits or other green attributes; these cannot be re-sold by the solar array owner.

IV. CONTRACT STRUCTURE AND SCOPE OF WORK REQUIREMENTS

4.1 Scope Overview

To form the basis of contractual negotiations with regards to a detailed scope of work and cost, the lead consultant identified by the selection committee as the first choice is expected to submit a draft itemized scope of work, including a schedule and itemized projected budget for the Tasks detailed below to the Policy & Communications Department in due time for Council approval in April. This document is to be prepared at the consultant's expense and the expense shall not be borne by the City, as it is intended to form the basis for contractual negotiations and contract resolution. However, submissions to this RFQ should specifically address ability to offer the sort of innovative financing model sought for this project. This RFQ and the winning qualifier's submission will become contract exhibits.

After submission of said document, the City still reserves the right to move to the next most qualified/responsive firm, as determined by the evaluation committee, should contract negotiations fail and the City is the sole judge of whether contract negotiations have failed. Moreover, the draft scope of work may be modified through discussion with the City and its representatives during contract negotiations.

This section includes the tasks for the City Solar PV EECBG Project including required tasks described in DOE's Cooperative Agreement Terms and Conditions. Prior to the City issuing a notice to proceed, the Contractor, with the City, will work with DOE representatives to provide any information that would enable a NEPA determination to be made, including but not limited to a letter of consent issued from the State Historic Preservation Officer (SHPO). To the extent applicable, the following includes what will be done to ensure necessary City, State, and Federal involvement within each task description.

The City is responsible to the DOE for the stewardship of the EECBG grant funds, and will work closely with the selected firm to ensure each task is completed and reported to the satisfaction of the DOE well within the 3 year timeframe of this grant. The scope of services and budget will include their role in each of the following tasks:

a.) **Project Development:** The selected firm will aid the City in establishing guiding criteria and project milestones, and will host a kick-off meeting with critical local, state, and federal players, including the DOE if they are able to attend. The selected firm will address and schedule the Phase I and II project components outlined in the Statement of Intent (page 4) to financially structure, obtain site clearances, design, build, commission, own, operate, and maintain a complete roof-mounted PV system. Although the exact size will depend on financing constraints, the city anticipates the system to be approximately 100 kW. The PV system may utilize either fixed or tracking arrays, and may be installed at any azimuth and orientation that provides the highest quantity of electricity at the lowest price. The PV system must be designed, constructed, and fully functional no later than June of calendar year 2012 to allow for final DOE reporting to be completed by August 2012. However, in the interests of adequately fulfilling City obligation to DOE and recognizing the pressure to invest ARRA funds, the soonest possible installation is expected, ideally in 2010 or 2011, and the City will work with the Consultant to aid in removing any obstacles. Outcomes of this task include establishing a solid framework for successful third party financing of a large PV system that leverages available City funds to the greatest extent possible. Deliverables include getting a strong oversight team and developing a legally, fiscally, and structurally cohesive plan of action.

b.) **Communication:** In keeping with the transparent nature of all City undertakings, this task has already begun with the announcement of the grant award on the Sustainability webpage and in the December 2009 Energy & Sustainability Task Force presentation. Community understanding of the work this grant authorizes is a City goal. Outcomes of this Task include increasing environmental awareness and building trust for successful completion of third party financed systems in the private sector. Deliverables include the effective transfer of information through written documents and face-to-face communication with the City, TVA, KUB, and the Convention Center management (SMG), as well as any other interested stakeholders. Consultants may be asked to present progress briefings and/or papers to the Task Force during the project. Consultants may be asked to publicly share the financial model and structure used for this project.

c.) **Site Selection and Due Diligence:** Completion of this task will identify a location for the system, both the building and an appropriate place for the system on the roof. Deliverables include NEPA clearance, which will be coordinated by the City but will require flexibility and cooperation on the part of the Consultant. The City hopes and expects to receive NEPA clearance to proceed with the Knoxville Convention Center, which is City-owned and aiming for LEED certification. It is expected that plans for a roof-mounted installation will not trigger an EIS, but rather a less intensive NEPA review process. However, if the NEPA process or other due diligence prevents the system from being installed at the Convention Center, an acceptable alternate site must be located and cleared environmentally.

d.) **Financial and Generation Partners Agreement Structure:** Because the intent of this project is to identify and implement a workable model that will help facilitate other third-party financed solar

projects in the Tennessee Valley, the City will require that the system is connected to the electrical grid through TVA's Generation Partners Program. This program and the structure and regulations of the TVA prevent some third-party financing models from being used in the Tennessee Valley. The Generation Partner agreement acts, effectively, as a power purchase agreement; for the 10-year life of the agreement, TVA will purchase all electricity produced by the system at a rate \$0.12 above retail electricity rates. Because of this model, the city does not expect to benefit monetarily from the PV installation, particularly during the term of the Generation Partner agreement—the city simply wants to host the system on one of its buildings. The City is willing to put \$250,000 into figuring out how this will work within our existing power generation and distribution system, with the intent to showcase the end product; a financing models that allow the city to benefit monetarily from the system (such as through roof lease agreement) are preferred, but not required. It is the responsibility of the firm to ensure that the financing model used adheres to all legal requirements. TVA and KUB have been involved in the scoping of this project and will be at the table from notice to proceed; it will be up to the Contractor to work with the City to find a method or a tailored agreement all parties can accept.

e.) System Design: The NEPA process requires design documentation prior to approval. Deliverables of this task include design documentation. The City will coordinate with DOE and the State Historic Preservation Office (SHPO) to receive final clearance. System design should be as transferable as possible to prevent wasted effort if NEPA requires site change. *Note: KUB's interconnection procedures (<http://www.kub.org/wps/portal/generationpartners>) require KUB review and approval prior to the purchase of equipment.*

f.) System Installation and Connection to Grid: Pending NEPA clearance, the Consultant will proceed with well coordinated installation and grid connections, consulting with TVA, KUB, and S&G throughout the design and installation process.

4.2 Deliverables

The Contractor shall collaborate with all partners to develop and provide deliverables in phases as indicated below. Financial deliverables will be submitted in Word format electronically to the City, KUB, and TVA. Design deliverables will be submitted electronically to the City, KUB, and TVA, in PDF and Microstation file formats, for review, feedback and approval. The Contractor shall provide 4 hard copies at 100% final design.

a.) Phase I, Project Execution Plan: Detail the phased approach to the work, client requirements, key milestones, and steps to completion of the work. Explain the general design plan and financing structure that will be used for the project, including how the Generation Partners agreement will be structured. Due after 1st notice to proceed.

b.) Phase I, Finance Structure and Generation Partners Agreement: Develop and provide legal documents that detail financial structure and power purchase agreement. Due after site due diligence and environmental clearances are obtained.

c.) Phase I, Layout, Conceptual Drawings, and Waste Management Plan: Provide layout and schematic design drawings of the system for use in the NEPA approval process. Due after 1st notice to proceed.

d.) Phase II, Final Design Data: Provide basic design data and product datasheets for the system, including, but not necessarily limited to, solar panels, mounting structure, inverters, disconnects, cables, monitoring and security system. Due after 2nd notice to proceed.

e.) Phase I & II, Progress Reporting: Provide weekly progress reports including a schedule with progress, forecasts of delivery, manufacturing, installation, commissioning and hand-over schedule milestones. Participation in bi-monthly calls will be required if the Consultant is not local. Due throughout the project until installation is complete and energy savings are being reported.

f.) Phase II, Operations and Maintenance Manual: Regardless of whether the city or another entity owns and is responsible for maintaining the system upon completion, the City requests 5 copies of the operation and maintenance manual for the system, due at installation completion.

4.3 Technical Standards

a.) OSHA: Consultants and Contractors must comply with all OSHA health and safety (H&S) requirements during construction and start-up of the PV system. The City of Knoxville may, at its discretion, impose additional H&S requirements which exceed OSHA standards. Any special requirements will be agreed upon between the Contractor and the City before construction begins.

b.) Waste Stream: The Contractor shall provide a waste stream document for City and DOE approval prior to the 2nd notice to proceed that includes type of wastes generated and addresses of where those wastes will be disposed of. Throughout the term of the contract, the Contractor shall keep site free from accumulations of waste material, debris or rubbish. The Contractor shall remove all waste, rubbish, tools, and surplus materials from the work site and keep the area clean. Clean up shall be performed in accordance with established safety and proper disposal procedures and in accordance with all applicable federal, state and local laws, rules, and ordinances.

c.) Licenses and Insurance: Consultants and Contractors, and any subcontractors used for this contract, shall be licensed and insured in the State of Tennessee and possess any and all applicable licenses and certifications to perform services under this contract. Note that the State of Tennessee does not grant temporary license and states that entities must be registered “prior to the offering” or rendering of professional engineering services.

d.) Permits: The Contractor shall be responsible for obtaining all required permits. No exemptions for permits have been confirmed or should be assumed. The Contractor shall design to code, apply for the necessary permits and secure all required permits before proceeding.

e.) Design and Installation: The Contractor shall design the system and install all equipment in accordance with manufacturer’s recommendations. All aspects of the installation shall comply with appropriate national and local codes and ordinances; electrical components of the

installation shall comply with the 2008 National Electrical Code. Current applicable local codes can be found at: <http://www.cityofknoxville.org/plansreview/building.asp>. It is preferred that the contractors and subcontractors designing the system and performing the installation are Installer certified by the North American Board of Certified Energy Practitioners (NABCEP) or supervised by NABCEP Installer-certified individuals.

f.) Subcontractors: Consultants and Contractors shall utilize only fully qualified, trained employees or subcontractors to perform the work specified in this contract. The Contractor and all subcontractors shall be appropriately licensed and insured to perform services under this contract. It is preferred that subcontractors involved with the design or installation of the PV system be NABCEP Installer-certified or supervised by NABCEP Installer-certified individuals.

g.) Maintenance: The Contractor shall provide 5 copies of the complete operation and maintenance (O&M) manuals for all components of the system on compact discs to the City upon system commissioning. The O&M manuals shall include, but not be limited to, all information required to allow client operation, should the client decide to self-operate in the future, including equipment specification, maintenance schedules, suppliers information, warranty information, etc. In the event that the City opts to purchase the equipment, the Contractor shall train City staff on equipment use, function, operation, maintenance and repair.

4.4 Photovoltaic Module Technical Standards

a.) All PV modules and electrical components shall be UL-listed or approved equivalent and installed to meet the requirements set forth in this specification.

b.) The PV modules shall be designed to have minimum maintenance requirements and high reliability, have a minimum 25 year warranted, and be designed for normal unattended operation in the Knoxville-area local climate.

c.) The power warranty for modules shall be a minimum of 90% of the initial power rating for the first 10 years and 80% of the initial power rating for years 11 through 25.

d.) If PV modules using hazardous materials (e.g., Cadmium or other hazardous materials) are in use, the environmental impact of the hazardous material usage must be discussed and documented in writing during the due diligence and NEPA approval process, including any special maintenance requirements and proper disposal/recycling of the modules at the end of their useful life. Modules containing hazardous materials must comply with the EPA Landfill Disposal Requirements. Any additional costs related to PV modules containing hazardous materials and responsibility for those costs must be clearly identified.

e.) Framed PV modules shall be anodized aluminum with pre-drilled holes or mounting channels. For unframed modules, acceptable mounting methods shall be provided by the manufacturer.

f.) Bolted and similar connections shall be non-corrosive and include locking devices designed to prevent twisting over the 25 year design life of the PV system.

g.) The modules and system should be designed for outdoor installation in Knoxville, TN. The area is subject to long-term humidity and temperature conditions. The system shall be designed to handle expected ambient temperatures that range from regional winter lows to regional summer roof top highs. Supplied equipment must be rated and warranted to withstand and operate under these conditions. The PV system and its associated structures shall be certified by a Tennessee-registered Professional Engineer to meet the local wind loading requirements. The modules should not adversely impact the roof's ability to contain and control rainfall. The system should not create leaks or decrease the life span of the roof. Removing panels should not cause any damage to the integrity of the roof.

h.) The Contractor shall create a uniform appearance of the array and spacing between individual modules and panel-groups should be uniform. As much as possible, all mechanical hardware, conduit, junction boxes, and other equipment should be concealed beneath and/or behind the array.

4.5 Electric Power Requirements

a.) Power produced by the PV system must be compatible with the onsite and/or KUB electric distribution system.

b.) The PV system must be installed in accordance with all applicable requirements of local electrical and national electric codes. The PV system electrical design shall also comply with IEC, IEEE, ANSI or other standards as determined by the local jurisdiction. Local utility codes shall dictate the interconnection of the PV system to the KUB's electric utility distribution system, through TVA's Green Power Switch Generation Partners Program: <http://www.tva.com/greenpowerswitch/partners/>

c.) All electrical components, including over-current protection, disconnect, surge suppression devices, conduit, wiring, and terminals must be commercial- or utility-grade and have appropriate voltage, current, and temperature ratings for this application.

d.) Voltage drop in the PV array DC circuits should be within the 2008 National Electric Code (NEC) guidelines, including losses in conductors and through all fuses, blocking diodes, and termination points. All installation and connection must apply to 2008 NEC standards. A voltage drop of 3% or better is preferred.

e.) The Contractor shall supply a step-up transformer, if necessary, to match the voltage of KUB's distribution system. The step-up transformer shall be compatible with KUB's standards for voltage, phasing and grounding. This transformer shall be housed in the dust-tight and rain-tight enclosure. It may be dry type or liquid-filled type. For oil filled transformers, the PV Developer shall provide an adequate oil containment system. PCBs shall not be permitted.

f.) The step-up transformer shall include an automatic positive load-breaking means of disconnect (e.g., switch, circuit breaker, etc.) on the high side. The disconnect means shall be provided to disconnect all phases simultaneously. This disconnect means shall be capable of remote operation. The utility shall connect to the disconnect. The Contractor will be responsible for all equipment

including the disconnect, and shall coordinate the details (equipment, placement, etc. with KUB in advance.

4.6 Inverters

a.) All inverters shall comply with UL 1741 – “Standard for Static Inverters and Charge Controllers for use in Photovoltaic Systems”.

b.) The inverters shall be UL-listed or approved equivalent and installed to meet the requirements set forth in this specification.

c.) The inverters shall be designed for a fully-functional utility-interactive system.

d.) The inverters shall be designed to produce high-efficiency energy, have minimum maintenance requirements and high reliability, and be designed for normal unattended operation.

e.) The inverters must be of a proven design which has been demonstrated in other solar power systems for a minimum period of at least one year.

f.) The design should plan for maximum power availability at all times.

g.) The inverters shall be housed in an appropriately waterproof and dust proof enclosure, or in a building. The inverters shall have provisions to prevent moisture condensation and entrance of rodents into air intake or exhaust ports. The inverter enclosure shall take into consideration the effects of direct sunlight and extreme weather such that the inverters are appropriately shielded from the elements. The inverter enclosure should be well ventilated or be air conditioned so that the inverters operate safely at or near their maximum power point (MPP).

h.) Inverters shall be installed in accordance with Federal Emergency Management Agency (FEMA) Flood Control District regulations. Inverter pre-approval and location shall be coordinated with KUB staff. This approval process is outlined in TVA’s Green Power Agreement.

i.) The inverters shall be capable of completely automatic unattended operation, including wake up, synchronization, and disconnect. The inverters shall also be capable of operation by local (front panel) controls.

j.) The inverters shall be capable of operating in parallel with other inverters meeting the specifications delineated herein, the electrical collection system, and connected loads.

k.) The Contractor’s system shall be capable of interrupting line-to-line fault currents and line-to-ground fault currents. It is preferred that the inverter design include turning off the inverter before AC or DC contactors are opened, as applicable.

l.) The inverters shall include all necessary self-protective features and self diagnostic features to protect the inverter from damage in the event of component failure or from parameters

beyond normal operating range due to internal or external causes. The self protective features shall not allow the inverters to be operated in a manner which may be unsafe or damaging. Faults due to malfunctions within the inverter or solar conversion system equipment shall be cleared by the inverter over-current protection device and not by protection devices.

m.) An inverter grounding system shall be designed and installed with the system. The grounding system shall provide personnel protection for step and touch potential in accordance with utility standards. The system shall also be adequate for the detection and clearing of ground faults.

4.7 Monitoring Requirements

- a.) The Contractor shall provide a metering system that records and stores the following data on an hourly basis:
- AC-kWh output from each individual inverter
 - AC-kWh output from the entire solar plant
 - Incident solar radiation in the plane of the array (a pyranometer shall be used), tailored to provide only data necessary to meet any TVA / KUB monitoring requirements and monthly DOE reporting.

b.) Other points may be metered as specified by the Contractor to monitor and maintain the system with a high degree of reliability. The kWh meters shall be utility-grade and shall meet ANSI utility testing standards. The inverter output meters may be an integral part of the inverter. The meter shall be used to provide data to the City in real time.

4.8 Additional Technical Requirements

a.) All structures and structural elements, including array structures, shall be designed in accordance with all applicable local codes and standards pertaining to the erection of such structures.

b.) All outdoor enclosures shall be at minimum rated NEMA 3R.

c.) All structural components, including array structures, shall be designed in a manner commensurate with attaining a minimum 25 year design life. Particular attention shall be given to the prevention of corrosion at the connections between dissimilar metals.

d.) Compression type connectors at the PV module output terminals shall be provided in a watertight connection terminal box with knockouts for watertight conduit mountings. Twist-on wire splices, crimped, soldered, or taped connections are not permitted for required field-installed wiring.

e.) All of the exposed non-current carrying metal parts shall be solidly grounded. Particular attention shall be given to prevention of corrosion at the connection of dissimilar metals such as aluminum and steel.

f.) Other technical codes that may apply include ASME PTC 50 (solar PV performance) and ANSI Z21.83 (solar PV performance and safety)

g.) All modules shall be installed in accordance with any applicable FEMA regulations.

h.) The Contractor shall provide (as needed) its own construction office or trailer on the site during construction and shall include temporary electricity if needed. The City shall not provide office or storage space for the Contractor's use.

i.) The Contractor shall be responsible for all maintenance and operation associated with the PV plant.

4.9 Interconnection to the Utility Grid

The PV system shall be interconnected to the utility grid through TVA's Generation Partners Program to KUB's electric system per their requirements and standards; examples of these requirements are outlined in KUB's "Generation Partners Program 100kW+" standards, located at <http://www.kub.org/wps/portal/generationpartners>. TVA's technical specifications and interconnection requirements can be found in the Model Interconnection Procedures in section 1.4. Standards and Certification Criteria and are listed as follows:

The DG equipment must comply with the latest revision of the following standards and the customer must provide evidence of certification with the DG Equipment Application or with the Certificate of Completion:

1.4.1. IEEE1547 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity)

1.4.2. IEEE1547.1 Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems

1.4.3. UL 1741 Inverters, Converters, and Controllers for Use in Independent Power Systems

1.4.4. NFPA 70 National Electrical Code

1.4.5. The DG Equipment shall be considered certified for interconnected operation if the generation equipment and all related interconnection components have been tested and listed by a Nationally Recognized Testing Laboratory (NRTL certification by Department of Labor) for continuous interactive operation with an electric distribution system in compliance with the codes and standards outlined in 1.4.1 - 1.4.4 above.

1.4.6. The customer must provide evidence that the installation has been inspected and approved by state or local code officials, as applicable, prior to its operation in parallel. This information will be submitted with the Certification of Completion. The Contractor shall provide all the equipment including the step-up transformer (s) and automatic disconnect to connect to KUB's 3 phase, 13200 volts (phase to phase) system.

The Contractor shall negotiate a custom interconnection agreement between the TVA and KUB. A PDF template of this agreement is found at the referenced website; please note the participant must agree to the indemnification clause in the participation agreement. Unless an alternative can be negotiated with TVA/KUB, the Generation Partners agreement will need to be between the City and TVA/KUB. In this case, the City will commit to re-issuing 100% of the Generation Partners credit/value back to the contractor, or whatever entity needs to capture the value of the system output. The interconnection agreement shall be with TVA / KUB and shall be separate and independent from the contract between the City and the Contractor. Please note that there is a cost associated to KUB for the box and transformers, so the Consultant will need to budget for that, as well as the interconnection study. KUB will work with the Contractor to insure proper interconnection once the final size of the system is determined in the design phase.

4.10 Service Guarantee & System Monitoring

The Contractor shall guarantee PV system performance for at least the first ten years of operation. The guarantee shall be based upon the guarantee submitted in Phase I. For the life of the agreement, the actual kWh produced will be compared to the potential kWh given metered solar radiation and the expected degradation of the PV system over time. Information required by TVA / KUB as stated in the Generation Partners Program will be consistently monitored and the data will be reported to the City, TVA, KUB, and DOE on a monthly basis. TVA requires an interval generation meter, which must record at least clock-hour interval data, preferably in 15 minute increments. Systems larger than 10kW or systems of any size where the billing meter is demand-metered and the distributor has chosen load-side tie require interval meters. The Contractor shall provide to the City a real-time reading of the output system to allow for energy savings tracking to meet DOE requirements.

DOE requires tracking of energy savings data (kWh equivalents), renewable energy generating capacity and generation (MW), and emissions reduction data (CO₂ tons), among financial and other factors for the 3 year life of the grant. To reduce monitoring costs, it is expected that the Contractor track only such data required by TVA, KUB, or DOE. If the actual monthly kWh production falls more than 10 percent below the guaranteed level given the conditions above, Contractor shall within 30 days notify the City of the deficiency, make any necessary modifications to the system to meet the service level guarantee, and compensate the City accordingly.

V. GENERAL CONDITIONS

5.1 This section is intended to form the basis for submission of qualifications to provide Professional Engineering services for the Solar PV array.

5.2 This material contains general conditions for the procurement process, the contract requirements, instructions for submissions of qualifications, and submission forms that must be included in the qualification. The RFQ should be read in its entirety before preparing the qualification.

5.3 All materials submitted pursuant to this RFQ shall become the property of the City of Knoxville. To the extent permitted by law, all documents pertaining to this RFQ shall be kept confidential until the evaluation is complete, and a contract is awarded. No information about any submission shall be

released to anyone until the process is complete, except to the members of the Evaluation Committee, who shall evaluate the qualifications, and other appropriate City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected contractor.

5.4 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFQ shall be made **in writing and in the hands of the City of Knoxville Purchasing Agent by the close of the business day on Friday, March 5, 2010.**

Questions may be submitted by letter, fax (865-215-2277), or email to bhevans@cityofknoxville.org. The City of Knoxville shall not be responsible for oral interpretations given by any City of Knoxville employee, representative, or others. The issuance of written addenda is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this RFQ, the City of Knoxville Purchasing Division shall post said addenda on the City's procurement website at www.cityofknoxville.org/purchasing. It is the sole responsibility of organizations that plan to submit qualifications to view this website to ascertain whether or not any addenda have been posted. Failure of any qualifier to receive such addendum or interpretation shall not relieve such qualifier from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

5.5 The City of Knoxville reserves the right to (a) accept or reject any and/or all submissions of qualifications; (b) to waive irregularities and technicalities; (c) accept any alternative submission of qualifications presented which in its opinion, would best serve the interests of the City of Knoxville; and/or (d) give full and proper evaluation of the firm presenting the qualifications. The City shall be the sole judge of the qualifications, and the resulting negotiated agreement that is in its best interest, and its decision shall be final. Also, the City reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but shall not be limited to: current financial statements by an independent CPA; verification of availability of equipment and personnel; and past performance records.

5.6 Each firm submitting qualifications shall execute an affidavit, in the form provided by the City (attached) to the effect that the firm has not colluded with any other person, firm, or corporation in regard to the submission of qualifications. Such affidavit shall be notarized and included in the submission packet. Each firm submitting qualifications shall execute an affidavit, in the form provided by the City (attached) to the effect that the firm agrees to comply with the Tennessee Drug-Free Workplace Program. Such affidavit shall be notarized and included in the submission packet.

5.7 Subsequent to the Selection Committee's review and the Mayor's recommendation of a firm, Knoxville City Council approval will be required before the final contract may be executed.

5.8 All expenses for making submission of qualifications shall be borne by submitting entity.

5.9 Any submission of qualifications may be withdrawn up until the date and time for opening of the submissions. **Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to the City of Knoxville for the services set forth in the RFQ until one or more of the submissions have been duly accepted by the City.**

VI. CONTRACT REQUIREMENTS

A submitting entity, if selected, must be willing to sign a contract with the City of Knoxville which will include certain provisions, among which are the following:

6.1 The contract between the parties shall consist of the executed Agreement, the RFQ, including any addenda thereto, and the Contractor's response to the RFQ. To the extent there is a conflict between the terms of any of the documents that constitute the agreement between the parties, the actual signed contract will prevail.

6.2 The contract will be administered by the City of Knoxville Policy & Communications Department.

6.3 Invoices (if applicable) will be submitted to the City in accordance with the contract terms.

6.4 The relationship of Contractor to the City will be that of independent Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the contract. All services performed by the Contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of the City.

6.5 The Contractor shall not assign or transfer any interest in this contract without prior written consent of the City.

6.6 The successful qualifier will be required to sign a contract with the City of Knoxville that includes the following indemnification clauses:

a. Contractor, its agents and employees shall defend, indemnify and hold harmless the City of Knoxville, its agents and employees from any and all liability to Contractor, and agents and employee or any third parties for claims, personal injuries, property damage, or loss of life or property resulting from, or in any way connected with, or alleged to have arisen from, the performance of this agreement, except where the proximate cause of such injury, damage, or loss was the sole negligence of the City of Knoxville, its agents or employees.

b. Contractor, its agents and employees shall defend, indemnify and hold the City of Knoxville harmless for the cost of the defense of any claim, demand, suit or cause of action made or brought against the City of Knoxville alleging liability referenced paragraph A, including, but not limited to, cost fees, attorneys' fees, and other expenses of any kind whatsoever arising in connection with the defense of the City of Knoxville; and to assume and take over the defense of the City of Knoxville in any such claim, demand, suit or cause of action upon timely notice and demand for same by the City of Knoxville, except where the proximate cause of such injury, damage or loss was the sole negligence of the City of Knoxville, its agents or employees.

c. Contractor, its agents and employees shall defend, indemnify and hold the City of Knoxville harmless and pay all judgments that shall be rendered in any such actions, suits, claims

or demands against the City of Knoxville alleging liability referenced in paragraph A, except where the proximate cause of such injury, damage or loss was the sole negligence of the City of Knoxville, its agents or employees.

6.7 Contractor shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better.

1. *Commercial General and Umbrella Liability Insurance*; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than two times the occurrence limit. Such insurance shall:

a. Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

b. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

c. At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

2. *Automobile Liability Insurance*; including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

3. *Workers' Compensation Insurance*. Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of the City.

4. *Professional Liability Insurance* (or a “Consultant’s Environmental Liability Policy” combining coverage for professional liability and for Contractor’s pollution liability); with respect to all work performed by or on behalf of Consultant (or, with respect to insurance maintained by a subcontractor, by or on behalf of such subcontractor) under or in connection with this Agreement or any Task Release, covering claims from any act, error, or omission committed in connection with Consultant’s (or subcontractors, as the case may be) performance of any such work. Such policy shall not contain any exclusions or limitations regarding the release of asbestos or other pollutants. The limits of liability shall not be less than Two Million Dollars (\$2,000,000) per claim or in the aggregate. If coverage is written on a claims-made basis, coverage with respect to work performed in connection with a given Task Release shall be maintained for a period of three (3) years after the date of final payment with respect to such Task Release and shall provide for an extended reporting period of not less than twelve (12) months.

5. *Environmental Impairment Liability.* Contractor shall maintain environmental impairment liability insurance with limits of not less than \$1,000,000 per occurrence.

6. *Excess Liability Insurance.* Contractor shall maintain excess liability insurance in addition to the insurance specified above with a limit of not less than \$2 million each occurrence. This coverage shall be on a follow form basis.

7. *Other Insurance Requirements.* Contractor shall:

a. Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days’ prior written notice to the Law Director, City of Knoxville, P.O. Box 1631, Knoxville, Tennessee 37901.

b. Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.

c. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.

d. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.

e. Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers’ Compensation/Employer’s Liability insurance (unless subcontractor’s employees are covered by Contractor’s insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors’ certificates of insurance to the City without expense immediately upon request.

f. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the City.

g. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City.

All policies must be written on an occurrence basis. Use of policies written on a claims made basis must be approved by the City and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed.

6.7 The City of Knoxville reserves the right to terminate, with or without cause, the contract at any time without penalty or recourse, by giving written notice to the contractor at least seven days prior to the effective date of such termination. If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor is entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: (a) The amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation which the Contractor would have been entitled to receive if the Project had not been terminated; and (b) the direct out-of-pocket costs incurred by the Contractor for demobilization of the Project following receipt of the notice of termination, not to exceed the amount reasonably and actually required to demobilize the Project.

6.8. Should either party (City or Contractor) terminate the agreement prior to the end of the term of the agreement, then the contractor will be required to remove all solar related equipment from the City facility at the sole expense of the contractor.

6.9 The winning qualifier will be required to provide the City a performance bond and payment bond equal to 100% of the total cost of the project before the City shall execute the contract. Such bonds shall be executed by a surety company authorized to conduct business in the State of Tennessee.

6.10 Attention of all firms is directed to the following provisions contained in the Code of the City of Knoxville: Chapter 24, Article II, Section 24-33 entitled "Debts owed by persons receiving payments other than Salary;" Chapter 2, Article VIII, Division 11, Section 2-1048 entitled "Conflict of interest" which states, "It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee's knowledge there is a financial interest

possessed by: (1) the employee or the employee's immediate family; (2) A business other than a public agency in which the employee or member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or (3) Any person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment;" Section 2-1049 of the Code entitled "Receipt of benefits from city contracts by council members, employees and officers of the city," which states "It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void;" Section 2-1050 entitled "Gratuities and kickbacks prohibited," which states that "It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of: (1) An official action taken, or to be taken, or which could be taken; (2) A legal duty performed, or to be performed, or which could be performed; or (3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee. Anything of nominal value shall be presumed not to constitute a gratuity or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order;" and Section 2-1051 entitled "Covenant relating to contingent fees," which states that "Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business."

6.11 Firms must comply with the President's Executive Order No. 11246 and 11375, which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Firms must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

6.12 Firms shall give consideration to the inclusion of minority firms or individuals in this project, and shall advise the city in this Proposal of their efforts to do so. All proposers must comply with Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000d. The successful proposer must follow Title VI guidelines in all areas including hiring practices, open facilities, insurance, and wages. The City of Knoxville reserves the right to review all compliance records by a contract compliance officer designated by the City.

Regarding the Equal Business Opportunity Program contracting, the appropriate Form 1 or Form 2 **must** be submitted with the statement of qualifications. Successful qualifiers who include Form I with their qualifications, stating their intent to use MOB or WOB subcontractors for any part of the contract, will be required to submit Form III, Statement of Payments to MOB/WOB Subcontractor(s) & Supplier(s). Contractors will use Form III to report the amount(s) they have paid to MOB and/or WOB subcontractors on June 30th and December 31st of each year during the life of the contract and

with the final payment. Failure to submit this reporting data may result in a delay of payments. Final payment will not be released by the City until Form III is submitted.

6.13 Attention of all respondents is directed to the set off provision contained in Article II, Section 24-33, entitled, "Debts owed by persons receiving payments other than salary," and Section 2-1049 entitled "Receipt of benefits from City contracts by council members, employees, and officers of the City" of the Code of the City of Knoxville.

6.14 The contractor must be a licensed professional as required by the state of Tennessee, see T.C.A. Sections 62-2-101 et. seq., for any services in this contract requiring such licensure. The contractor must maintain license during the period of the contract and shall submit evidence of compliance.

6.15 Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.

6.16 Before a contract will be signed by the City, the submitting entity, if selected, **must** provide the City Purchasing Office with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location.

VII. INSTRUCTIONS TO SUBMITTING ENTITIES

All submissions of qualifications shall comply with the following instructions. These instructions are intended to ensure that (1) submissions contain the information and documents required by the City of Knoxville in this RFQ; and (2) the submissions have a degree of uniformity in the presentation of material which will facilitate evaluation by the Evaluation Committee.

7.1 General

Submission forms and RFQ documentation may be obtained on or after February 5, 2010 at no charge from:

City of Knoxville Purchasing Division
400 Main Street, Room 667
Knoxville, Tennessee 37902

between 8:00 a.m. and 4:30 p.m. (Eastern Standard Time), Monday through Friday or by calling 865-215-2070. Forms and RFQ information are also available on the City web site at www.cityofknoxville.org where it can be read or printed using Adobe Acrobat Reader software.

7.2 Qualifications Submissions

Submit one (1) original and one CD-ROM in PDF format. Print double sided. In addition to the original, submit eight (8) loose-leaf, unbound, stapled copies of the qualifications, for a total of nine (9) documents. Qualifications shall clearly indicate the legal name, address and telephone number of

the submitting entity (company, firm, partnership, individual). Qualifications shall bear an original signature, being signed above the typed or printed name and title of the signer. All qualifications must be signed by an officer of the company authorized to bind the firm to a contract.

Qualifications will be received until 11:00 a.m. (EST) on Friday, March 5, 2010. Each Qualifications submittal must be submitted in a sealed envelope addressed to:

City of Knoxville Purchasing Division
400 Main Street, Room 667
Knoxville, Tennessee 37902

Each sealed envelope containing a Qualifications submittal must be plainly marked on the outside: **“Submission of Qualifications to Provide Professional Engineering Services for the Knoxville Convention Center Solar PV, to be opened at 11:00 a.m. (EST), Friday, March 5, 2010.”**

It shall be the sole responsibility of the submitting entity to have the submittal delivered to the City of Knoxville Purchasing Division for receipt on or before that date. Qualifications that arrive late due to the fault of U.S. Mail, DHL, FEDEX, or any other carrier of any sort are still considered late and shall not be evaluated by the City. Such submissions shall be returned unopened to the submitting entity.

7.3 Content

Firms or teams responding to this RFQ should structure the content of their submissions such that it addresses, at minimum, the evaluation criteria listed in Section VIII. In addition, a brief summary or outline identifying critical elements or processes needed to ensure successful project completion should be provided.

7.4 Format

Qualifications must be typed on 8.5 x 11 inch wide white paper, printed on both sides, stapled together, and placed in a sealed manila envelope; **DO NOT BIND or exceed 40 pages, including required submission forms.** Pages must be consecutively numbered. A table of contents must be included in the proposal immediately after the title page.

Qualifications shall be structured as follows:

1. Submission Form (S-1)
2. Table of Contents
3. Qualifications: Information which submitting entity wishes to include
4. Certification of Contractor concerning Suspension or Debarment
5. Form I or Form II (Statement of Intent) found in attached Title VI Equal Business Opportunity Program for City of Knoxville.
5. Non Collusion Affidavit
6. Drug Free Workplace Affidavit

NOTE: The Submission Form (S-1), Non-Collusion Affidavit, Drug Free Workplace Affidavit, and Equal Business Opportunity Forms I and II are found in the “forms” section of this RFQ.

7.4 Evaluation of Qualifications

All qualified submissions received by the deadline will be evaluated by a Selection Committee in accordance with the criteria outlined in section VIII of this RFQ. Failure to comply with the provisions of the RFQ may cause any Qualifications to be ineligible for evaluation.

Firms responding to this RFQ shall be available for interviews with the Selection Committee. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFQ requirements. After Qualifications have been opened, any selected entity notified by the City should be prepared to meet with the Selection Committee for an interview. Selection for interviews shall be based on the firms' written submissions provided by the March 5, 2010 deadline. Final determination of firms' qualifications shall be based on their written responses to this Request for Qualifications and information presented to the Selection Committee, if selected for an interview.

Each submittal of Qualifications will be initially analyzed and judged according to the evaluation criteria below. The maximum score is 100 points.

1. Relevant project experience and references: Principals & Team (25pts);
2. Ability to manage projects within allotted timeframe and budget (20 pts);
3. Technically approach and adaptability (20 pts);
4. Ability to deliver high quality reports, documentation (15 pts);
5. Financial stability (15 pts); and
6. Small Business Participation (5 pts).

In addition to materials provided in the written responses to this RFQ, the Selection Committee may request additional material, information from the submitting entity or others. References will be checked.

Provided it is in the best interest of the City, the firm determined to be the most qualified and responsive, taking into consideration the evaluation factors set forth in this RFQ, will be selected to begin contractual negotiations. The firm or team selected will be notified at the earliest practical date and invited to submit more comprehensive information if necessary.

If no satisfactory agreement can be reached with the "most qualified/responsive firm," the City may elect to negotiate with the next best and most responsive firm.

VIII. EVALUATION CRITERIA

The Selection Committee will judge each respondent based on six criteria, with a maximum award of 100 points. The criteria weights are shown below.

1. Relevant project experience and references: Principal and Team (25 points)

Provide prior PV experience with systems of similar size with references is required. Clearly identify the principal-in-charge and include in that person's qualifications a description of expertise. Also clearly identify a project manager and their experience. Include the dedication of time (as a percentage of available weekly work hours) to be spent on the project by the principal-in-charge and the project

manager, particularly as that time relates to interaction with the City. If subbing or partnering, identify partners and their qualifications. Cite projects of similar scope and size that have been successfully completed, and that have involved team members identified in the submittal. Include the names of persons, their respective titles/roles, résumés/vitae, and dedication of time for any team member playing a significant role in the project; of particular interest are those that will lead the finance design, and installation portions of the project. Preferences will be given to firms that enlist NABCEP-certified individuals, particularly in the design and installation process.

2. Ability to manage projects within allotted timeframe and budget (20 points)

The budget for this project is inflexible. Demonstrate success in coordinating similar PV projects from cradle to grave. Include evidence of good communication with all involved parties, a rational approach to financing and site development, a record of working successfully with property owners and regulatory agencies, use of creative problem solving, and the ability to manage staff and budgets to minimize the necessity for project change orders.

3. Technical approach and adaptability (20 points.)

Demonstrate that there is a strong and consistent approach to execution of similar PV projects from start to finish, and that use of innovation and cost-saving measures are best practices of the team. Demonstrate that personnel can adapt to unknown circumstances and that they are capable of problem solving and making good decisions. Showcase knowledge of KUB and TVA systems as well as general solar PV systems. Describe any experience with the NEPA process and experience with solar site assessments.

4. Ability to deliver high quality reports and documentation (15 points.)

Demonstrate that design documentation, finished product deliverables, and data collection and reporting are a consistently high quality, without errors, and that they are well coordinated with both applicable regulatory agencies and the client. Demonstrate ability to communicate with the public and convey project progress in multiple settings.

5. Financial Stability (15 points).

Demonstrate access to capital to finance this project. For example, provide a letter of interest from a bank or tax equity investors. Describe your organization's financial stability by providing the following:

- Balance Sheet for the years of 2006, 2007, & 2008.
- Profit & Loss statement for the years of 2006, 2007, & 2008.
- State the amount of working capital you had on hand for the years of 2006, 2007, & 2008
- Show all necessary bonds are in place.
- Other relevant support for your firm's (or partner's) ability to implement the financing model your firm anticipates using.

6. Small Business Participation (5 points).

State the extent to which the firm plans to employ small businesses in order to help the City meet its goal of conducting business with small businesses. The more business it plans to provide to small

businesses for the project at hand, the more points it receives. Details should be included in the Equal Business Opportunity Forms that are submitted with the statement of qualifications.

IX. ARRA REQUIREMENTS & REPORTING. The funding for this project is provided in whole by the Federal Government as a portion of the American Recovery Reinvestment Act (ARRA) of 2009. The Recovery Act's purposes are to stimulate the economy and to create and retain jobs. As such, qualifiers hereby agree to the following stipulations by submitting their statement of qualifications, and the stipulations below shall be a part of the resulting contract with the successful qualifier.

Section 2.2 of the Federal Government's Office of Management and Budget's (OMB) memorandum entitled "Implementing Guidance for the Reports on use of Funds Pursuant to the American Recovery and Reinvestment Act of 2009," dated June 22, 2009, defines a vendor as "a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program." As such, the City of Knoxville declares the successful qualifier will be defined as a vendor in receipt of ARRA funds from the City of Knoxville, per the OMB guidance. The qualifier agrees to the following in the event they are awarded the purchase order or contract for the products and/or services stated in this RFQ:

I. General

A. Wage Rate Requirements.

The vendor will comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The vendor will maintain documentation that demonstrates compliance with the hour and wage requirements of this part; said documentation must be made available to the City for review upon request. Specifically, all laborers and mechanics employed by the vendor and its subcontractors on projects involving new construction, alteration or repair (including painting and decorating) valued at \$2,000 or more and being funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and Section 3145 of title 40 United States Code. See <http://www.dol.gov/esa/whd/contracts/dbra.htm> . Note that the City of Knoxville fully intends to conduct inspections to ensure that the Davis-Bacon Act is being adhered to by the vendor and all subcontractors (if any).

B. Buy American Act. For all construction projects the vendor and all subcontractors shall adhere to the Buy American Act which is incorporated herein by reference as FAR Clause 52.225-21, Required Use of American Iron, Steel, and Other Manufactured Goods - Buy American Act - Construction Materials (March 2009).

C. Payment Terms. The vendor shall be paid by the City of Knoxville based on measurable deliverables and/or milestones developed by the City. The deliverables/milestones that must be met to receive payment(s) from the City are listed in Section 4 of this RFQ.

D. Prohibition on Use of Funds. None of the funds provided under this Agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 may be used for any casino or other gambling establishment, aquarium, zoo, golf course or swimming pool.

E. Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.

1. The vendor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L 111-5).
2. The vendor shall include the substance of this clause including this paragraph (b) in all subcontracts.

F. Certification Regarding Debarment, Suspension and Other Responsibility Matters.

1. The vendor will provide a sworn certification stating that to the best of its knowledge and belief, it and its principals:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) b. of this certification; and
 - d. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation of this to the statement of qualifications.

3. The vendor further agrees to include a provision requiring such compliance in its lower tier-covered transactions.

4. All potential qualifiers must submit a signed affidavit certifying their status with regard to debarment, suspension, and other responsibility matters as provided in Exhibit C of this document. Failure to provide these forms may result in the rejection of the submitted statement of qualifications. See exhibit C.

G. One-Time Funding. The vendor understands and agrees that awards under ARRA are one-time awards. Accordingly activities and deliverables for each specific project funded with ARRA funds are to be accomplished without additional ARRA funding from the City of Knoxville.

H. Comptroller's Hotline. The attached notice concerning the state comptroller hotline shall be prominently displayed by all entities that have or will receive ARRA dollars. It should be posted in a location where employees and citizens can see the notice.

II. Funding

A. No Commingling of ARRA Funds. The vendor must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the covered funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Where ARRA funds are authorized to be used in conjunction with other funding to complete projects, tracking and reporting must be separate from the original funding source to meet the reporting requirements of the Recovery Act and OMB Guidance. Invoices or requests for payment, if required by this Agreement, must clearly indicate the portion of the requested payment that is for work funded by the Recovery Act and billings/payment requests must be separated by line items identified in the Agreement.

III. Reporting

A. General. The vendor shall provide information to the City as necessary to comply with reporting requirements of FAR 52.204-11 American Recovery and Reinvestment Act – Reporting Requirements (Mar 2009), which is incorporated herein by reference. A list of the data elements the vendor is required to report to the City of Knoxville on a monthly basis is provided in Exhibit A and the required format is attached in the document titled “Recipient Report: Grant or Loan.” Note that these requirements may be increased or modified by the City based on future guidance provided by the Federal Government. If and when said additional guidance is received by the City, then the City shall provide this guidance to the vendor and the additional reporting guidance and requirements shall become a part of the contract.

B. Timing of Reports. The City is required to provide quarterly reports to the federal government concerning this award to the vendor and its subcontractors (if any). As such, the City requires the vendor to provide monthly reports to the City no later than **four (4) working days** after the end of the calendar month that is considered an “off month.” An “off month” is defined as a month that does not coincide with the end of the federal government’s fiscal quarters. However, at the end of each federal quarter (as defined in the following sentence), the vendor shall submit the required reports to the City no later than close of business on the **4th calendar day** of the month following the end of the federal quarter (regardless of weekends or holidays). The federal government’s quarters end on the following dates each year: March 31, June 30, September 30, and December 31. For example, during an off month (such as the end of October 2009) the vendor shall submit the required report(s) to the City no later than close of business on November 5, 2009. This takes into consideration the weekend of Saturday (October 31) and Sunday (November 1). However, for a non-off month such as December 31 the vendor shall provide the required report(s) to the City no later than close of business on Monday, January 4, 2009. In this instance, the holiday of January 1, and the weekend of January 2 and 3 are not taken into consideration and are merely considered working days in which the vendor must work to compile the report(s) as needed. Note that vendor is responsible for working out agreements with its subcontractors concerning the timing of report information such that the vendor’s report is submitted to the City on time and in compliance with the City’s requirements. All reports shall be submitted before 5:00 p.m. on the date specified to the City Department that is administering this agreement/contract. The preferred method of rendering the report is by email with attachments as needed.

Please be advised that the City-County Building has secured entrances, please allow time to enter the City-County Building if you plan to hand-deliver the required reports.

The reporting schedule is provided on the next page for your use.

CONTRACTOR REPORTING SCHEDULE:

ARRA Activity/Funding Month	On / Off Month	Report Due to City
Sep-09	On	04-Oct-09
Oct-09	Off	05-Nov-09
Nov-09	Off	04-Dec-09
Dec-09	On	04-Jan-10
Jan-10	Off	04-Feb-10
Feb-10	Off	04-Mar-10
Mar-10	On	04-Apr-10
Apr-10	Off	06-May-10
May-10	Off	04-Jun-10
Jun-10	On	04-Jul-10
Jul-10	Off	04-Aug-10
Aug-10	Off	07-Sep-10
Sep-10	On	04-Oct-10
Oct-10	Off	04-Nov-10
Nov-10	Off	06-Dec-10
Dec-10	On	04-Jan-11
Jan-11	Off	04-Feb-11
Feb-11	Off	04-Mar-11
Mar-11	On	04-Apr-11

ARRA Activity/Funding Month	On / Off Month	Report Due to City
Apr-11	Off	05-May-11
May-11	Off	06-Jun-11
Jun-11	On	04-Jul-11
Jul-11	Off	04-Aug-11
Aug-11	Off	07-Sep-11
Sep-11	On	04-Oct-11
Oct-11	Off	04-Nov-11
Nov-11	Off	06-Dec-11
Dec-11	On	04-Jan-12
Jan-12	Off	06-Feb-12
Feb-12	Off	06-Mar-12
Mar-12	On	04-Apr-12
Apr-12	Off	04-May-12
May-12	Off	06-Jun-12
Jun-12	On	04-Jul-12
Jul-12	Off	06-Aug-12
Aug-12	Off	07-Sep-12
Sep-12	On	04-Oct-12
Oct-12	Off	06-Nov-12
Nov-12	Off	06-Dec-12
Dec-12	On	04-Jan-13

C. Cumulative data. All data reported to the City, with the exception of jobs created and retained, shall be cumulative throughout the life of the agreement. For example, the first monthly report to the City might state that the vendor had spent \$100,000 and the project was 25% complete. By the time the second monthly report is due to the City, vendor may have spent another \$75,000 and completed another 15% of the project. In this case, the second monthly report would state that the vendor had spent a cumulative amount of \$175,000 and completed 40% of the project.

D. Jobs Data. All data submitted to the City on the creation and retention of jobs shall be cumulative only for the current federal quarter. For example, if you are submitting your report in April 2010, the jobs data will only include hours worked from January 1 – March 31, 2010. When you report the next month in May, your jobs data shall only include the hours for April 1 – April 30, 2010, the first month of the current federal quarter.

E. Reporting data elements. All reports from vendors to the City of Knoxville shall be submitted electronically (via email) to the City department that is managing the contract.

Vendors are required to report (as a minimum) the data elements provided in Exhibit A to the City at the end of each month as described above. See Exhibit A for reporting data requirements.

F. Reporting Format and Forms. Exhibit “A” in this agreement describes the data elements to be reported in the monthly sub recipient’s reports to the City of Knoxville. Additionally, the actual report formats, with the data elements, is provided in Exhibit “D.” Sub recipients are to contact the City of Knoxville’s Purchasing Division in order to receive the report format in an excel template that can be filled out. The Purchasing Division can be reached at 865-215-2648 or 865-215-2070.

G. Liquidated Damages Pertaining To Reporting. Vendors who do not meet the reporting submission deadline to the City are subject to liquidated damages in the amount of \$500 per day for each calendar day that the report is late in arriving to the City. Note that the City will only consider the report submission as being “on time” if the report is accurately filled out in full. Providing inaccurate or incomplete information will result in the report being sent back to the Vendor for additional input and may cause the report to be considered late which will trigger the liquidated damages clause stated above herein.

IV. Inspections/Audits

A. The Comptroller General for the Federal Government or State of Tennessee and his representatives are authorized to examine any records of the vendor and its subcontractors that involve transactions relating to this agreement and any and all projects funded by the vendor with the City of Knoxville’s ARRA dollars and to interview any officer or employee of the vendor regarding the transaction(s). Any representative of an appropriate inspector general is also authorized to examine any records of the vendor or its subcontractors and to interview any officer or employee of the vendor or its subcontractor(s) regarding the transaction(s).

B. The Federal Government and/or State of Tennessee’s Recovery Accountability and Transparency Board (the Board) and its representatives are authorized to conduct audits and review of contracts that use Recovery Act funds. In addition to having access to records of the vendor or its subcontractor(s), and the right to interview any officer or employee of the vendor or its subcontractor(s), the Board is also authorized to issue and enforce subpoenas to compel the testimony at public hearings, or otherwise, of persons who are not Federal officers or employees.

EXHIBIT A
Reporting Data Elements

- A. Subaward Number.** Contract or Purchase Order number assigned by the City of Knoxville.
- B. Vendor DUNS Number.** Vendor’s Duns & Bradstreet 9-digit number.
- C. Vendor Name.** Full name of vendor – must match CCR (Central Contractor Registry) entry if applicable.
- D. Vendor HQ Zip Code+4.** Full 9-digit zip code of your main headquarters office
- E. Product and Service Description.** Description of the products and/or services your company is providing to the City of Knoxville.
- F. Payment Amount.** Cumulative amount of ARRA funds received from the City of Knoxville that were expended for the project(s) or activity(s) provided for in the contract/purchase order. Report should be prepared on a cash basis. Expenditures are defined as: 1) the sum of cash disbursements for direct charges for property and services; 2) the amount of indirect expense charged; 3) the value of third-party in-kind contributions applied; and 4) the amount of cash advance payments and payments made to subcontractors.
- G. Project Status.** Cumulative completion status of the project or activity. Evaluation based on progress reports and other relevant non-financial performance information. For example, “project or activity is 15% complete.”
- H. Job Creation/Retention Number.** Estimate number of jobs created and retained must include 1) any new position created, filled and funded by ARRA, or any existing unfilled position that is filled and funded by ARRA, and 2) any existing position that is now funded by ARRA. The terms "jobs created" and "jobs retained" are defined in FAR 52.204-11. The number shall be expressed as “full-time equivalent” (FTE) and shall only include those direct hours funded by ARRA.

The formula for calculating FTE’s is stated below:

$$\frac{\text{ARRA funded hours worked during the current federal quarter}}{\div \text{Cumulative hours in a full time schedule for the quarter (13 weeks)}} = \text{FTEs to report}$$

An example of calculating FTE’s is also provided at Exhibit B.

- I. Job Creation/Retention Description.** Provide job title and brief description of jobs created and retained.
- J. Subcontractor Reporting Information.** Vendors shall require their subcontractors to provide them any and all information needed to compile the report for the City of Knoxville

EXHIBIT B
FTE Calculation Example for a Quarter's Time Period

Employees	Calculation of worked hours	ARRA funded hours worked in quarter
1 ea FT Employee (starts to be funded during last month of the quarter)	40 hrs per wk X 3 weeks funded by ARRA =	120
1 ea FT Employee	40 hrs per wk X 13 weeks funded by ARRA =	520
1 ea FT Employee	40 hrs per wk X 13 weeks funded by ARRA =	520
1 ea PT Employee	20 hrs per wk X 13 weeks funded by ARRA =	260
TOTAL hours funded by ARRA:		1420

1420 hrs worked ÷ 520 hours (the total # of full time hrs in qtr for 1 person working 40 hours per week)

= 2.73 FTEs to report

EXHIBIT C

CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT,

SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Contractor certifies to the best of its knowledge and belief, that it and its principals:

(Initial Each)

_____ 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

_____ 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

_____ 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

_____ 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

If the primary participant (potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE CONTRACTOR _____ CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION.

Signature/Authorized Certifying Official

Title

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public
My Commission expires: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

The potential lower tier participant _____ certifies, by submission of this proposal, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Note: If the potential lower tier participant is unable to certify the above-listed certification, such prospective participant shall attach an explanation to this proposal.

Signature/Authorized Certifying Official

Title

Subscribed and sworn to before me this ____ day of _____, 20 ____.

Notary Public
My Commission expires: _____

EXHIBIT D

Recipient Report: Grant or Loan			Version: 1.5				
Vendors							
Reporting Information							
Award Number							
No.	Subaward Number	Vendor DUNS Number	Vendor Name	Vendor HQ Zip Code + 4	Product and Service Description	Payment Amount	Project Status
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
Job Creation/Retention Data							
No.	Number of Jobs Created	Description of Jobs Created					
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
Job Creation/Retention Data							
No.	Number of Jobs Retained	Description of Jobs Retained					
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

NOTICE

**THIS ENTITY IS A
RECIPIENT OF
AMERICAN
RECOVERY AND
REINVESTMENT
ACT FUNDS. IF
YOU HAVE
KNOWLEDGE OF
ANY ACTIVITY WHICH YOU
CONSIDER TO BE ILLEGAL,
IMPROPER, OR WASTEFUL,
PLEASE CALL THE STATE
COMPTROLLER'S TOLL-FREE
HOTLINE:**

1-800-232-5454



City Submission Forms



CITY OF KNOXVILLE
Request for Qualifications for
Professional Engineering Services
Solar Photovoltaic System
U.S. Department of Energy: EECBG

Submission Form (S-1)

Qualifications To Be Received by 11:00 a.m., Eastern Standard Time, Friday, March 5, 2010, in Room 667, City/County Building, Knoxville, Tennessee.

IMPORTANT: A Paper Original, CD-ROM (PDF format), and eight (8) copies are to be submitted.

Please complete the following:

Legal Name of Respondent: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Signature: _____

Name of Signer: _____

Note: Failure to use these response sheets may disqualify your submission.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

- (1) He/She is owner, partner, officer, representative, or agent of _____, the Qualifier that has submitted the attached Qualification;
- (2) He/She is fully informed respecting the preparation and contents of the attached Qualification and of all pertinent circumstances respecting such Qualification;
- (3) Such Qualification is genuine and is not a collusive or sham Qualification;
- (4) Neither the said Qualification nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Qualifier, firm or person to submit a collusive or sham Qualification in connection with the Contract for which the attached Qualification has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Qualifier, firm, or person to fix the price or prices in the attached Qualification or of any other Qualifier, firm, or person to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other Qualifier, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed Contract; and
- (5) The price or prices quoted in that attached Qualification are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Qualifier or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 2____.

My commission expires: _____

SECTION I

EQUAL BUSINESS OPPORTUNITY PROGRAM

Contracting Component

EQUAL BUSINESS OPPORTUNITY PROGRAM "GOOD FAITH EFFORT PLAN"

The City of Knoxville strongly encourages contractors to employ minority owned businesses and women owned businesses as subcontractors whenever feasible. This is viewed favorably by the City of Knoxville. In fact, the City's goal for minority and women owned business participation is 10 percent of the contract amount.

Prime contractors will consider all competitive sub-bids and quotations received from minority owned businesses (MOB) and women owned businesses (WOB). When a subcontract is not awarded to the MOB/WOB submitting the lowest bid, the prime contractor must document the reason(s) the award was not made in writing. If the Contractor terminates an agreement and/or subcontract with a MOB/WOB, then the contractor is required to strongly consider selection of another MOB or WOB as a replacement.

GOOD FAITH EFFORTS

1. Soliciting through all reasonable and available means.
 - a. Advertising
 - b. Written notices to all certified MOB's and WOB's who have the capability to perform the work or provide the service.
 - c. Solicitation of interest must be within sufficient time to allow MOB's and WOB's to respond to the solicitation.
 - d. Faxes, direct mailings, and telephone requests.
2. Providing interested MOB's and WOB's with adequate information about plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
3. Negotiating in good faith with interested MOB's and WOB's.
 - a. It is the **bidder's/proposer's** responsibility to make opportunities available to MOB's and WOB's subcontractors and suppliers and to select opportunities consistent with the available

MOB/WOB business subcontractors and suppliers. Evidence of such negotiations includes the names, addresses, and telephone numbers of MOB's and WOB's considered.

- (1) A description of the specifications for the work selection for subcontracting
- (2) Evidence why agreements could not be reached for MOB's and WOB's to perform the work.

4. **Effectively using the services of available minority, women contractor groups, local minority and women business assistance offices, small business groups, and other organizations on a case-by-case basis to provide assistance in the recruitment and placement of minority/women business.**

SECTION II

MOB/WOB SUBMITTAL TIME FRAME

The Contractor will submit the following forms with the **bid/proposal**:

1. **"Statement of Intent for MOB/WOB Utilization" (Form I Attached)**

This form will be submitted by the bidder/proposer if he/she plans to subcontract any portion(s) of the work with a MOB and/or a WOB. This form illustrates the areas the Contractor has identified as potential MOB and/or WOB subcontract opportunities and the dollar value associated with these opportunities. The purpose of "Form I" is to measure the Contractor's "Good Faith Efforts." It does not commit the prime to subcontracting these areas only to MOB and WOB firms or release the prime from negotiating with MOB/WOB firms for subcontract opportunities.

OR

2. **"Statement of Intent of Performing Work Without Subcontracting" (Form II Attached)**

This form will be submitted if the **bidder/proposer** does not plan to subcontract any portion(s) of the work and if there are not any sufficient material purchases in which MOB/WOB firms can be utilized. The **bidder/proposer** must certify that this has been a typical practice on projects of similar scope and dollar value. By submittal of Form II, the Contractor certifies that:

- (1) He/she does not typically subcontract on projects of similar scope and dollar value.
- (2) He/she will not enter into any subcontract for duration of the project, and if he/she does decide to subcontract any portion of the work, he/she will: notify the City immediately of the decision to subcontract and adhere to the provision of "**Good Faith Efforts**" in filling that subcontract opportunity.

The Purchasing Division may request the apparent low bidder/proposer to provide additional information to clarify the bidder's/proposer's responsiveness and intent in this regard.

These documents will be received by the Purchasing Division upon submission of a proposal/bid. Additionally, prime contractors who submit Form I stating their intent to use MOB or WOB subcontractors for any part of the contract are required to report the amount(s) they have paid to these subcontractors on June 30th and December 31st of each year. Failure to submit this reporting data may result in a delay of payments. At the time of the final request for payment, the prime shall submit a Statement of Final Payments to MOB and WOB Subcontractors and Suppliers (Form III attached). Final payment will not be released by the City until Form III is submitted.

SECTION III

DEFINITIONS

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. Black American, which includes persons having origins in any of the Black racial groups of Africa;
- b. A Hispanic American, which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, which includes persons who are American Indians or Alaska Native;
- d. An Asian-Indian American, which includes persons whose origins are from Indian, Pakistan or Bangladesh.
- e. An Asian Pacific Islander, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U. S. Trust Territories of the Pacific and Northern Marinas.

Minority Owned Business (MOB), Women Owned Business (WOB): A business which is at least (51%) owned and controlled by minority group members or European American female(s). A MOB/WOB is bonafide only if the minority group interests are real and continuing and not created solely to meet the MOB/WOB requirement. In addition, the MOB/WOB must perform satisfactory work or services to provide supplies under the contract and not act as a mere conduit. In short, the contractual relationship must be bonafide. Certification of minority owned businesses and women owned businesses is provided by City Community Relations Office.

Owned and Controlled: A business which is (1) a sole proprietorship legitimately owned by an individual who is a minority or European American female; (2) a partnership or joint venture controlled by minorities or European American females, and in which at least (51%) of the beneficial ownership interests legitimately are held by minorities or European American females; or (3) a corporation or other entity controlled by minorities or European American females, and in which at least 51% of the voting interests and 51% of the beneficial ownership interests are legitimately held by minorities or European

American females. In addition, these persons must control the management and operation of the business on a day-to-day basis.

Subcontractor: Any named person, firm, partnership, or corporation which supplies any work, labor, services, supplies, equipment, materials, or any combination of the foregoing contract with the contractor on a public contract.

FORM I

STATEMENT OF INTENT OF MOB/WOB UTILIZATION
(TO BE SUBMITTED WITH THE BID/PROPOSAL)

We, _____, do certify that on the
(Bidder/Proposer)

(Project Name)

(_____)
(Dollar Amount of Bid)

MOB/WOB's will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay the MOB or WOB subcontractor(s), vendor(s), supplier(s), or professional service(s) is \$_____.

MOB/WOB Utilization			
Description of Work	MOB Amount	WOB Amount	Name of MOB/WOB

The undersigned understands that they are to report the annual amount disbursed to these MOB(s) /WOB(s) on June 30th of each year. Moreover, the undersigned understands that he/she is required to report the total amount disbursed to MOB(s)/WOB(s) for this project at the completion of the project and that payments may be withheld until these reporting requirements are met.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____
(Authorized Representative)

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

FORM II

**STATEMENT OF INTENT TO PERFORM WORK WITHOUT SUBCONTRACTING
(TO BE SUBMITTED WITH BID/PROPOSAL)**

We, _____, hereby certify that it is our
(Bidder/Proposer)

intent to perform 100 % of the work required for the _____
_____ contract.
(Name of Project)

In making this certification, the **Bidder/Proposer** states that:

1. It is a normal business practice of the bidder/proposer to perform all elements of this type contract with its own work forces without the use of subcontracts.

AND

2. If it is necessary to subcontract some portion of the work at a later date, the **bidder/proposer** will comply with all requirements of the "**Good Faith Efforts**" in providing equal opportunity to MOB/WOB Firms to subcontract the work.

The undersigned hereby certifies that he/she has read the terms and agrees to the terms of this statement.

Signature and title of authorized official of the company and the date must be properly executed on this document and a list of previous projects of similar scope and dollar value as stated in Section II attached or the bid may be deemed non-responsive.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____
(Authorized Representative)

TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

FORM III

**STATEMENT OF PAYMENTS TO MOB/WOB SUBCONTRACTOR(S) & SUPPLIER(S)
(TO BE SUBMITTED ON JUNE 30 AND DECEMBER 31 OF EACH YEAR FOR THE LIFE
OF THE CONTRACT AND TO BE WITH FINAL PAYMENT REQUEST)**

Project: _____ Contract#: _____

Contractor's Name: _____

Cert. #	MOB	WOB	Name of Firm / Address & Phone#	Total Amount Paid	Contact Person

I hereby certify that this statement is true and that above payments have been made.

Contractor: _____

Address: _____

By: _____
Contractor's Signature Title

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public: _____

My Commission Expires: _____

DRUG-FREE WORKPLACE AFFIDAVIT

State of _____

County of _____

_____, being duly sworn, deposes, and says that:

- (1) He/She is a principal officer of _____, the firm that has submitted the attached Proposal, his or her title being _____ of the firm; and
- (2) He/She has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and
- (3) He/She certifies that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tenn. Code Ann. §§ 50-9-100 et. seq., have been met and implemented.

(Signed)

(Title)

Subscribed and sworn to before me this ____ day of _____, 20__.

Title _____

My Commission expires _____