



Staff Report

Agenda Item: **Contract Between The State Of Arizona, Department Of Commerce, Energy Office And The Town Of Clarkdale Regarding American Recovery And Reinvestment Act (ARRA) Arizona Balance Of State Energy Efficiency Block Grant Program** – Approval of the Contract between the Department of Commerce, Energy Office and the Town of Clarkdale accepting the ARRA Arizona Balance of State Energy Efficiency Block Grant.

Submitted By: Public Works Director Steve Burroughs

Meeting Date: April 13, 2010

Background: The Arizona Department of Commerce Energy Office (Commerce) is soliciting for projects meeting the guidelines of the Arizona Balance of State Energy Efficiency and Conservation Block Grant (ABS-EECBG) Program. The primary mission of the ABS-EECBG program is to assist, coordinate, and collaborate with eligible local government entities in applying for the established allocation and implementing projects focused on increasing energy efficiency, reducing energy use, and reducing fossil fuel emissions.

The Town of Clarkdale was awarded \$65,961.87 in funding for a Retrofit/Geo-Thermal Project at the Clark Memorial Clubhouse.

Recommendation: Approval of the Contract between the Department of Commerce, Energy Office and the Town of Clarkdale accepting the ARRA Arizona Balance of State Energy Efficiency Block Grant.

AMERICAN RECOVERY AND REINVESTMENT ACT

**ARIZONA BALANCE OF STATE
ENERGY EFFICIENCY BLOCK GRANT PROGRAM**

BETWEEN

**STATE OF ARIZONA, DEPARTMENT OF COMMERCE
ENERGY OFFICE**

And

TOWN OF CLARKDALE

This American Recovery and Reinvestment Act (ARRA) Arizona Balance of State Energy Efficiency Block Grant (ABS-EECBG) Program Contract is made, by and between the **State of Arizona, Department of Commerce, Energy Office**, located at 1700 W. Washington, Suite 220, Phoenix, Arizona 85007, hereinafter referred to as **Commerce**, authorized to contract under A.R.S. §41-1504, "Powers and Duties" and the **Town of Clarkdale**, located at 15 North Ninth Street, PO Box 308, Clarkdale AZ 86324.

WHEREAS, ARRA was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counter productive State and Local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

WHEREAS, Commerce desires to engage the Contractor to render certain services, hereinafter described, in connection with an ARRA work program funded through the U.S. Department of Energy (DOE). The primary mission of the ABS-EECBG funds are to assist, coordinate, and collaborate with eligible local government entities in applying for the established allocation and implementing projects focused on increasing energy efficiency, reducing energy use, and reducing fossil fuel emissions.

In consideration of the mutual representations and obligations hereunder Commerce and Contractor agree as follows:

1. GENERAL REQUIREMENTS:

Contractor shall implement the incentives per the attached RFI for **ABS-Energy Efficiency Block Grant Program** services under the terms of this Contract.

2. SPECIFIC REQUIREMENTS:

The Contractor shall perform the services under this Contract, in accordance with the attached RFI response as Exhibit A.

3. REPORTS:

All reports are due per the terms and conditions and the attached RFI response. Commerce will provide guidance regarding the reporting deliverable.

COMMERCE CONTRACT NO.: I016-10-08
SPECIAL TERMS AND CONDITIONS

1. TERM OF CONTRACT:

This Contract shall become effective upon signature by both parties and continue through one year, unless extended, terminated, or cancelled as otherwise provided herein. Contract may be extended up to 2012.

2. CONTRACT BUDGET:

2.1. The total budget for this Contract shall not exceed **\$65,961.87**.

2.2. The Contractor agrees that it will use the funds solely for the purposes outlined in the Scope of Work and in accordance with the attached RFI Budget, Exhibit A.

2.3. If Progress Reviews reveal deficiencies, such as funds not disbursed, jobs not created, insufficient technical monitoring, or failure to meet reporting requirements, Commerce reserves the right to place a hold on current balances, and withhold further funding until deficiencies are corrected.

2.4. Prior written approval by Commerce must be given for any adjustment to budget line items as outlined in Exhibit A. No change to the original Scope of Work may be made.

3. AVAILABILITY OF FUNDS:

Funds appropriated under ARRA and obligated to this award are available for reimbursement of costs until September 13, 2012. Every payment obligation of Commerce under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by Commerce at the end of the period for which funds are available. No liability shall accrue to Commerce in the event this provision is exercised, and Commerce shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

4. FLOW DOWN REQUIREMENT:

Contractor shall comply with requirements of applicable Federal, State, and local laws, regulations, Department of Energy (DOE) and Commerce policy and guidance, and shall flow down the requirements of applicable Federal, State, and local laws, regulations, DOE and Commerce policy and guidance to subcontractors at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.

5. SEGREGATION OF COSTS:

Contractor must segregate the obligations and expenditures related to funding under ARRA. Financial and accounting systems should segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from ARRA shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowed for ARRA projects.

6. PROHIBITION ON USE OF FUNDS:

None of the funds provided under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

7. **PREVAILING WAGES:**

All laborers and mechanics employed by Contractor and subcontractors on projects funded under ARRA may be required to be paid prevailing wages as applicable in accordance with rules and guidelines determined by the DOE.

8. **DAVIS-BACON ACT REQUIREMENTS:**

Contractors and subcontractors employed on projects receiving funds under ARRA shall provide information which validates that all laborers and mechanics on projects funded directly by or assisted in whole or in part by and through funding appropriated by the Act are paid certain wage rates not less than those prevailing on projects of a character similar in the locality as determined by subchapter IV of Chapter 31 of title 40, United States Code (Davis-Bacon Act). (from ARRA Section 1606).

In accordance with the United States Housing Act of 1949 all laborers and mechanics employed or working upon the site of work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. ******* Additional information regarding the Davis Bacon Act is included in this clause of the contract with Commerce. Paragraph 8 can be found at the following link http://www.dol.gov/dol/allcfr/esa/title_29/part_5/29CFR5.5.htm. Please print out the 7 pages and add them to your contract information. Please be sure to include this or refer to this information in all future contracts.*******

9. **PROTECTION OF WHISTLEBLOWERS:**

Prohibition on Reprisals: An employee of any non-Federal employer receiving funds under ARRA may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, information that the employee believes is evidence of gross management of grant funds; gross waste of funds; danger to public health or safety related to implementation or use of funds; abuse of authority; or violation of law, rule or regulation.

10. **INDEMNIFICATION:**

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

11. **AMENDMENTS:**

This Contract is issued under the authority of the Chief Procurement Officer who signed this Contract. The contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

12. **AUDIT OF RECORDS:**

Pursuant to A.R.S. §§ 35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books, and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records. Audit of this contract will be conducted pursuant to Office of Management and Budget (OMB) Circular A-133 when applicable.

13. **APPLICABLE LAW:**

This Contract shall be governed and interpreted by the laws of the State of Arizona.

14. **PROGRAM REVIEW AND SITE VISITS:**

Commerce has the right to make site visits at reasonable intervals for purposes of review of project accomplishments and management control systems and to provide technical assistance, if required. Contractor will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to Commerce representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

15. **RIGHTS IN DATA:**

Commerce may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by Federal and State laws and regulations, all information relating to this Contract.

16. **ENTIRE CONTRACT:**

This Contract, including exhibits, attachments, and modifications approved in accordance herewith, shall constitute the entire Contract between the parties and supersede all understandings, oral or written.

17. **OFFSHORE PERFORMANCE OF WORK PROHIBITED:**

Due to security and identity protection concerns, direct services under this Contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the Contract. The provision applies to work performed by subcontractors at all tiers.

18. **COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT:
E-VERIFY REQUIREMENT:**

- 18.1. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- 18.2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- 18.3. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- 18.4. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.
- 18.5. Questions about E-Verify see website below:
<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=6a0988e60a405110VgnVCM1000004718190aRCRD&vgnnextchannel=6a0988e60a405110VgnVCM1000004718190aRCRD>

19. **IRAN INVESTMENTS:**

In Accordance with A.R.S. §35-393.06, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran.

20. **SUDAN INVESTMENTS:**

In Accordance with A.R.S. §35-393.06, the offeror hereby certifies that the offeror does not have scrutinized business operations in Sudan.

21. **PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS:**

To the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

21.1. Use of American Iron, Steel, and Manufactured Goods

21.1.1. None of the funds appropriated or otherwise made available by this Act may be used for the project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

21.1.2. Subsection (22.1.1.) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that 1) applying subsection (22.1.1.) would be inconsistent with the public interest; 2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonable available quantities and of a satisfactory quality; or 3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

21.1.3. If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (22.1.1.) based on a finding under subsection (21.1.2.), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

21.1.4. This section shall be applied in a manner consistent with United States obligations under international agreements. (from ARRA SEC.2605)

22. FALSE CLAIMS ACT:

Contractor and subcontractors shall promptly refer to Commerce any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

23. INFORMATION IN SUPPORTING OF ARRA REPORTING:

Contractor may be required to submit backup documentation for expenditures of funds under the ARRA including such items as timecards and invoices. Contractor shall provide copies of backup documentation at the request of the Contracting Officer or designee.

24. REPORTS:

The final invoice payment cannot be made until the final report and all project tasks listed in exhibit A have been submitted to Commerce. The Contractor shall submit to the EECBG Program, Grant Administrator at Commerce, a final report. This report will include copies of invoices indicating the equipment, date of delivery and lists of rebates or other incentives given. The Agency shall process the claim for prompt payment in accordance with the standard operating procedures of the State.

24.1. Financial Report Form:

The Financial Report shall show per line item current expenditures of the reporting period and cumulative expenditures to date.

24.2. Monthly Detailed Expense Financial Reports:

Detailed financial expense documentation reports generated by Contractor's accounting system that reflect Contractor's budget expenses must be submitted monthly with a Payment Request for the purpose of fiscal desk-audit monitoring.

24.3. Performance Progress Report as Required by Section 1512 of ARRA:

Contractor shall submit to Commerce no later than five (5) working days after the end of each calendar quarter an ARRA Performance Progress Report. A report form template will be forwarded to Contractor at a later date providing specific ARRA Performance Progress reporting requirements. It is subject to change pursuant to additional requirements as provided by DOE.

24.4. Report Submittal Requirements:

Payment Request Forms must be submitted even if there was no production or fiscal activity during the report month.

24.5 Information in Supporting of ARRA Reporting:

Contractor may be required to submit backup documentation for expenditures of funds under ARRA including such items as timecards and invoices. Contractor shall provide copies of backup documentation at the request of Commerce or designee.

SUBMITTAL ADDRESS:

All Payment Request Forms and Report Forms must be directed to:

**Arizona Department of Commerce
Energy Office – -Lisa Henderson
1700 W. Washington, Suite 220
Phoenix, Arizona 85007**

25. CONFIDENTIALITY OF RECORDS:

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the State. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the State.

26. CONFIDENTIALITY INFORMATION:

If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (Price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The State, pursuant to A.C.R.R. R2-7-104, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision as noted in §41-2611 through §41-2616.

27. PROGRAM MONITORING:

The Contractor agrees to meet with Commerce at reasonable intervals for purposes of review of the work and progress of the activities of the Contractor. Contractor hereby agrees to provide Commerce with all required forms, information, reports and documentation required by the Scope of Work.

28. CANCELLATION:

The State reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The State will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

- 28.1. The Contractor provides personnel that do not meet the requirements of the contract.
- 28.2. The Contractor fails to perform adequately the services required in the contract.
- 28.3. The Contractor attempts to impose on the State, personnel, which are of an unacceptable quality.
- 28.4. The Contractor fails to furnish the required product within the time stipulated in the contract.
- 28.5. The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the State a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the State may cancel the contract. If the State cancels the contract pursuant to this clause, the State reserves all rights or claims to damage for breach of contract.

29. TERMINATION BY EITHER PARTY:

Commerce and Contractor reserves the right to terminate the contract at any time, without penalty or recourse, by giving written notice to either party at least thirty (30) days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Contractor under the contract shall, at the option of Commerce, become property of the State of Arizona. The Contractor shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

30. SUSPENSION OR DEBARMENT STATUS:

If the firm, business or person submitting this bid or offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government, the bidder or offeror must include a letter with its bid or offer setting forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment shall result in rejection of the bid or offer or cancellation of a contract. The State also may exercise any other remedy available by law.

31. SUSPENSION OR DEBARMENT CERTIFICATION:

By signing the offer section of the Offer and Acceptance page, SPO Form 203, the bidder or offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a contract. The State also may exercise any other remedy available by law.

32. AMERICANS WITH DISABILITIES ACT OF 1990:

The Contractor shall comply with the Americans With Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S. 41-1492 et. seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

33. LICENSES:

Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the contractor. All Professional Architects and Engineers shall be registered with the Board of Technical Registration.

34. ACCESS TO RECORDS:

With respect to each financial assistance Contract awarded utilizing at least some of the funds appropriated or otherwise made available by ARRA, any representative of an appropriate inspector general appointed under section 3 or SG of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized 1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any state or local agency administering such contract that pertain to and involve transactions relation to, the subcontract, grant, or subgrant; and 2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

35. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS:

Each project will require an individual NEPA review and determination. You must submit an environmental questionnaire to Commerce for each project in order to allow DOE to conduct an individual NEPA review and determination.

COMMERCE CONTRACT NO.: I016-10-08

No project should be initiated if an environmental assessment (EA) or environmental impact statement (EIS) is required. This restriction does not preclude the Contractor from performing information gathering and analysis, documentation, dissemination, and training, and providing technical advice and planning assistance for the activities.

If DOE determines that NEPA requires the preparation of an EA or EIS for a proposed project, the Contractor will be responsible for paying the cost of preparing an EA or EIS. Preparation of these types of NEPA documents can require 6-24 months. Accordingly the Contractor should carefully consider whether such projects are consistent with the objectives of the ARRA and will allow the expenditure of funds within the time periods allowed for by that statute.

36. WASTE STREAM:

Prior to the expenditure of ARRA funds the Contractor working with the sub-grantee is required to provide a "Letter of Assurance" that they will create and fulfill a waste stream disposal plan for sanitary or hazardous waste generated by the proposed activities to Commerce.

Commerce will provide a "Letter of Assurance/Waste Stream Disposal Plan" template along with product disposal guidelines to the community that has project activities for waste stream management for either sanitary or hazardous waste which includes, but is not limited to; old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, asbestos, etc.

The Arizona Department of Environmental Quality (ADEQ) is the state's environmental regulatory agency. ADEQ is responsible to ensure that businesses and facilities operate according to state and federal environmental laws and regulations. For information regarding the development of a Hazardous and sanitary waste stream disposal plan, contact ADEQ at <http://www.azdeq.gov/environ/waste/hazwaste/index.html> .

37. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS:

Notwithstanding any other provisions of this Contract, the ARRA funds shall not be responsible for or have any obligation to the recipient for:

37.1. D&D of any of the recipient's facilities;

37.2. Any costs which may be incurred by the contractor in connection with the D&D of any of its facilities due to the performance of the work under this Contract, whether said work was performed prior to or subsequent to the effective date of this Contract.

38. HISTORIC PRESERVATION:

Prior to the expenditure of Federal funds to alter any structure or site, the Contractor is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the contractor must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at: <http://azstateparks.com/SHPO/index.html>.

39. INCORPORATION BY REFERENCE:

The State hereby incorporates by reference the **Uniform Terms and Conditions**. A copy of the text may be found at www.azspo.az.gov. If the offeror would prefer a hard copy, please contact the State Procurement Office at 100 N. 15th Avenue, Phoenix, Arizona 85007.

40. INCORPORATION BY REFERENCE:

The State hereby incorporates all ARRA terms and conditions in to this RFGA. The entire text may be found at <http://www.management.energy.gov/documents/ARRAAttachment4.pdf>.

41. SUBCONTRACTS

Contractor may, with notification to Commerce, enter into written subcontract(s) for performance of certain functions under this Contract.

- 41.1 No subcontract, which the contractor enters into with respect to performance under this Agreement, shall in any way relieve the contractor of any responsibility for performance of its duties as specified in this Contract.
- 41.2 Contractor shall give Commerce immediate notice in writing of any action or suit filed and prompt notice of any claim made against contractor by any subcontractor or vendor which in the opinion of the Contractor may result in litigation related in any way to this contract with Commerce.

42. PAYMENT PROCEDURE

- 42.1. Program expenses for this Contract are allowable beginning the effective date of this Contract.
- 42.2 Reimbursement requests may be submitted to Commerce on a Payment Request Form no later than the 5th of each month. Items to be reported on are dollar amount requested, name of customer worked on, any Davis-Bacon reports, and project status compared to timeline submitted.
- 42.3. Commerce shall provide to Contractor a master template for the Payment Request Form and the Financial Report Form to use in requesting ARRA funds during the term of the Agreement.
- 42.4. Reimbursement requests will be processed for payment upon determination that all reporting elements have met requirements. If reimbursement requests do not meet requirements, Commerce will provide a report listing areas out of compliance and remedies needed to bring the request into compliance. This shall be done within a maximum of 10 days.
- 42.5. Contractor may submit to Commerce a monthly payment request for projects completed to date on a monthly Payment Request Form, a Financial Report Form showing monthly and cumulative expenditures by line item. All documents must indicate the Contract number.

43. **NOTICES**

All notices, demands, and communications provided for herein or made hereunder shall be delivered, or sent by certified mail, return receipt requested, addressed in each case as follows, until some other address shall have been designated in a written notice to the other party hereto given in like manner:

If to CONTRACTOR:

Town of Clarkdale
P. O. Box 308
15 North Ninth Street
Clarkdale, AZ 86324

Contractual/Financial Contact

Supervisor: Steven Burroughs
PHONE: 928-639-2550
FAX: 928-639-2559
EMAIL: steve.burroughs@clarkdale.az.gov

If to COMMERCE:

Arizona Department of Commerce
Energy Office
1700 W. Washington, Suite 220
Phoenix, AZ 85007

Reporting/Financial Contact

Lisa Henderson
EECBG Grant Administrator
PHONE 602-771-1134: FAX 602 771-1203
EMAIL: lisah@azcommerce.com

Contractual

Larry Gavel, CPPO
Procurement Officer
PHONE: 602-771-1110: FAX: 602-771-1202
EMAIL: larryg@azcommerce.com

43. **IN WITNESS WHEREFORE**, the parties hereto have executed this Contract.

COMMUNITY

**STATE OF ARIZONA
DEPARTMENT OF COMMERCE**

By _____
Signature

By _____
Jerry Ewing
Deputy Director

Date

Date

APPROVED AS TO FORM AND WITHIN THE AUTHORITY OF THE TOWN OF
CLARKDALE TO EXECUTE:

Dated March 11, 2010



G. Eugene Neil
Attorney, Town of Clarkdale



Request for Information

QUOTATION NO.: RFI016-10 Energy Efficiency and Conservation Block Grant

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DUE DATE: October 30, 2009

AT 3:00 P.M. Phoenix Local Time



ARIZONA DEPARTMENT OF COMMERCE

The center for economic advancement

1700 W. Washington, Suite B-32
Phoenix, Arizona 85007

STATE OF ARIZONA REQUEST FOR INFORMATION (RFI)

RFI016-10

ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT

MARTHA LYNCH

Marthal@azcommerce.com

602 771-1110

DUE DATE 10/30/2009

Materials or services specified in this Request For Information will be received by the Arizona Dept of Commerce at 1700 W. Washington, Suite B-32 (basement), Phoenix, AZ 85007 until the time and date cited. Proposals received by the correct time and date will be opened and the name of each offeror will be publicly read. Proposals must be in the actual possession of the State on or prior to the time and date and at the location indicated above. Late applications will not be considered. Applications must be submitted in a sealed envelope or package with the Solicitation number and the offeror's name and address clearly indicated on the envelope or package. All Applications must be completed in ink or typewritten. Additional instructions for preparing applications are included in this notice. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Procurement Agency. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified above. OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION



Request for Information



ARIZONA DEPARTMENT
OF COMMERCE

*The center for
economic advancement*

1700 W. Washington, Suite B-32
Phoenix, Arizona 85007

QUOTATION NO.: RFI016-10 Energy Efficiency and
Conservation Block Grant

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DUE DATE: October 30, 2009

AT 3:00 P.M. Phoenix Local Time

OFFER AND ACCEPTANCE

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status. In Accordance with A.R.S. §35-397, the Offeror hereby certifies that the offeror does not have scrutinized business operations in Sudan or Iran...

DUNS NUMBER: 142365837

For clarification of this offer, contact:

Federal Employer Identification No.

Name: Steven Burroughs

Email Address steve.burroughs@clarkdale.az.gov

86-6005840

Phone:

928-639-2550

Fax:

928-639-2559

Town of Clarkdale

Entity Name

Signature of Person Authorized to Sign Offer

P.O. Box 308 / 15 North Ninth Street

Address

Steven Burroughs

Printed Name

Clarkdale

Arizona

86324

City

State

Zip

Public Works Director

Title

CERTIFICATION

By signature in the Offer section above, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 99-4 or A.R.S. §§ 41-1461 through 1465.
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. **Iran Investments:** In Accordance with A.R.S. §35-393.06, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran.
5. **Sudan Investments:** In Accordance with A.R.S. §35-393.06, the offeror hereby certifies that the offeror does not have scrutinized business operations in Sudan.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State. This contract shall henceforth be referred to as

Contract No. _____ The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona

Awarded this _____ day of _____ 20 _____

Chief Procurement Officer



Request for Information

QUOTATION NO: RFI016-10 Energy Efficiency and Conservation Block Grant

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SCOPE OF WORK



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1. **INTRODUCTION:** This Request For Information (RFI) document is intended to provide information for funding allocation grants to local governments, towns, cities and counties that are not eligible for direct formula grants from American Recovery and Reinvestment Act (ARRA). This RFI will provide sufficient information for the Arizona Department of Commerce, Energy Office (Commerce) to obtain an understanding of prospective energy saving programs that the non-direct entities will be offering. Contracts may be issued in the future from the information provided in response to this RFI. A total amount of up to \$6,474,800 may be available for this program. Contracts may not be signed until the NEPA applications are approved. ALL FUNDS ARE ON A REIMBURSEABLE BASIS.

2. DEFINITIONS

For purposes of this funding opportunity, the following definitions apply:

- 2.1. **Non-direct entities:** are cities or towns with a population below 35,000 and the remaining five Arizona counties that are eligible for funding directly from the Arizona Department of Commerce Energy Office
- 2.2. **Direct-entities:** are cities or towns with a population of more than 35,000; top ten populated counties; and Tribal Communities in Arizona that are eligible for funding directly from the U.S. Department of Energy.
- 2.3. **Btu:** British thermal units
- 2.4. **DOE:** U.S. Department of Energy
- 2.5. **FOA:** Formula Grant Funding Opportunity Announcement DE-FOA-0000013
- 2.6. **EISA:** Energy Independence and Security Act

3. ELIGIBILITY INFORMATION

3.1. ELIGIBLE APPLICANTS

Local governments, towns, cities and counties that are not eligible for direct formula grants from DOE are eligible to apply for a grant allocation for specific projects under ABS-EECBG guidelines, through Commerce.

3.2. GOALS AND OBJECTIVES

The primary mission of the ABS-EECBG program is to assist, coordinate, and collaborate with eligible local government entities in applying for the established allocation (see attachment) and implementing projects focused on increasing energy efficiency, reducing energy use, and reducing fossil fuel emissions and job creation. ABS-EECBG program will focus on implementing the following two objectives:

- 3.2.1. Objective 1:
Provide funding for developing community or building energy efficiency strategies, project monitoring or reporting, or drafting and implementing innovative action that promotes energy efficiency and renewable energy development.
- 3.2.2. Objective 2:
Provide funding for increasing energy efficiency or installing on-site renewable energy technologies for existing government-owned buildings, updating traffic signals and street lighting with current energy efficiency technology, or improving other energy-efficiency related systems.
- 3.2.3. If Commerce receives notice from an eligible community that they do not want to participate and make use of their allocation it will be transferred into the competitive grant program. See attachment for the list of eligible local government entities and see <http://www.azcommerce.com/Energy/EECBG.htm> website for the list of formula cities, counties, and tribes.

4. ELIGIBLE ACTIVITIES

Below are the eligible activities that meet objectives 1 and 2 and that will be candidates to receive funding. These activities are not exhaustive and Commerce may consider other proposed activities as long as these other activities are innovative and meet the goals and parameters of the FOA activity list and the approved Strategy that Commerce submitted to the DOE. Eligible activities include:

- 4.1. Developing and implementing a city or county energy efficiency and conservation strategy.
- 4.2. Retaining technical consultant services to assist in the development of the energy efficiency and conservation strategy.
- 4.3. Residential and commercial building audits.



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- 4.4. Establishment of financial incentives program for energy efficiency improvements.
- 4.5. Grants to nonprofit organizations and governmental agencies for the purpose of performing energy efficiency retrofits.
- 4.6. Development and implementation of energy efficiency and conservation programs for buildings and facilities with the jurisdiction of the eligible entity.
- 4.7. Development and implementation of programs to conserve energy used in transportation.
- 4.8. Development and implementation of building codes and inspection services to promote building energy efficiency.
- 4.9. Implementation of energy distribution technologies that significantly increase energy efficiency.
- 4.10. Activities to increase participation and efficiency rates for material conservation programs.
- 4.11. The purchase and implementation of technologies to reduce and capture methane and other greenhouse gases generated by landfills or similar sources.
- 4.12. Replacement of traffic signals and street lighting with energy efficient lighting technologies.
- 4.13. Development, implementation and installation of an onsite renewable on or in any Government building that generates electricity from renewable resources.
- 4.14. Any other appropriate activity as determined by Commerce in consultation with DOE.

5. QUESTIONS

All questions regarding this RFI, including technical specifications, proposal process, etc., must be directed to the Chief Procurement Officer as indicated on the first page of this document.

6. APPLICATION INFORMATION

6.1. TIMELINES: There will be major milestones and timelines (Table 1) throughout the project period that awardees must meet:
Table 1

MILESTONES	DATES
Commerce shall issue this RFI	September 30, 2009
RFI response due to Commerce	October 30, 2009
Commerce submits NEPA Questionnaire to DOE for review	Approximately by November 4 th .
After approval by DOE of NEPA contracts will be signed by Commerce	Unknown at this time.
Required quarterly reporting	Five calendar days after each calendar quarter for 3 years (36) months
Within 18 months 100% of funds must be obligated	Pending
Within 36 months 100% of funds must be spent and projects completed	Pending
Final reporting- Project Completion	Five calendar days after project completion

7. PRELIMINARY REVIEW

Applications will initially be reviewed to determine that:

- (1) The applicant is eligible for an award; and
- (2) The information required by the RFI has been submitted;
- (3) All mandatory requirements are satisfied; and
- (4) The proposed project is responsive to the objectives of this funding opportunity.

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8. REVIEW AND AWARD PROCESS

RFI information will be reviewed to determine that the activities proposed are in accordance with Section 544 of EISA 2007. Contracts will be made in accordance with the final ABS-EECBG Formula Allocations in acceptance with terms and conditions.

9. ALLOCATIONS

9.1. Commerce may allocate up to \$6,474,800 to eligible non-direct entities. A NEPA review is required before funds can be allocated. Funds must be in the Commerce account before a contract can be signed. Commerce reserves the right to request additional information or clarification.

9.2. See attachment for amount of allocation available to eligible non-direct entities. Eligible non-direct entities may submit application for funding up to the maximum amount listed in the sub-awards section of this document (attachment 5).

10. FUNDS LEVERAGED

10.1 Commerce does not require that sub-awards be matched or leveraged; however, the EECBG funds will go much further in meeting the goals and objectives of Commerce if projects or activities are leveraged. Commerce encourages applications that provide supporting evidence of secured leveraged funds, in-kind monetary contributions, or other financial support mechanisms.

10.2. The Plan must describe strategies to develop and implement processes to separate financial records for Commerce and leveraged funds. The Plan must also provide strategies to develop and implement processes that guarantee transparency of any of these additional support mechanisms.

10.3. Applicants are encouraged to pursue local utility rebates for energy efficiency and renewable energy projects to leverage the EECBG funds.

11. ADMINISTRATIVE COSTS

Applicants (individual or joint applicants) may allocate up to 10% of the funds for administrative costs. Administrative costs include overhead and personnel required for administering and managing the EECBG award. The designated lead of a joint application should receive all rights to the 10% administrative costs. Technical assistance designed to assist an applicant shall not exceed 20% of total allocation.

12. Please submit 3 copies by October 30, 2009 before 3:00 pm. No response will impact your ability to receive a contract.

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1. PREPARATION OF REQUEST FOR INFORMATION:

- 1.1. Erasures, interlineations or other modifications shall be initialed in original ink by the authorized person signing the Vendor Offer.
- 1.2. Periods of time, stated as a number of days, shall be calendar days.

2. **INQUIRIES:** Any question related to a Request for Information shall be directed to the Chief Procurement Officer whose name appears on the front. The offeror shall not contact or ask questions of the department.

3. **OPENING:** This is an informal document which will not be read at a public opening; however, the information may be publicly reviewed after a Contract is awarded.

4. **COST OF RFI PREPARATION:** The State shall not reimburse the cost of developing, presenting or providing any response to this document. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

5. **PUBLIC RECORD:** All information submitted in response to this Request for Information shall become the property of the State and shall become a matter of Public Record available for review, as provided for by the Arizona Procurement Code.

6. **ELIGIBLE OFFERORS:** Information from eligible local governments, towns, cities and counties may be included in ARRA funding contracts. Separate contracts with each eligible awardee will be required.

7. **Up to \$6,474,800 may be allocated to the entities that participate in the RFI. All funds are on a reimbursable basis. Should one or more of the eligible entities choose not to participate in this RFI, the monies will be re-allocated to a competitive grant process. Should information required in this RFI not be supplied to Commerce, Contracts for funds may not be issued to non-responders to this RFI.**

8. AVAILABILITY OF FUNDS

- 8.1. Funds appropriated under the ARRA and obligated to this award are available for reimbursement of costs until September 13, 2012. Every payment obligation of Commerce under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by Commerce at the end of the period for which funds are available. No liability shall accrue to Commerce in the event this provision is exercised, and Commerce shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. All funds must be expended within 36 months of the effective date of the award. In the event funds are not expended, Commerce reserves the right to de-obligate the funds and cancel the award.

9. METHOD OF PAYMENT

- 9.1. Grant proceeds will be disbursed to grantee on a reimbursement basis. Grantee shall furnish Commerce an original invoice, including copies of all supporting evidence of project expenditures, in sufficient detail to justify payment.
- 9.2. Commerce will have awardees submit a Payment Request form with invoices on a monthly basis. The designated lead will submit monthly Payment Requests for all expenses. All distributions are on a cost reimbursement basis for the amount of the invoice and not to exceed the sub-awarded amount.
- 9.3. When a Payment Request is submitted for project costs, adequate records are essential. There must be specific supporting evidence for EACH item of cost claimed—estimates are not sufficient

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- 9.4. If in the event there are multiple awards through EECBG ARRA funding from other entities other than Commerce, awardees must segregate each EECBG funding award for the purpose of tracking and reporting
- 9.5. Project expenses incurred prior to the approval of a contract agreement are not eligible for reimbursement under the award agreement. Commerce will not process payment request if there are outstanding quarter reports or requests for EECBG-related information. Upon award, Commerce will provide grant reimbursement guidelines and necessary forms.

10 NON-ELIGIBLE REIMBURSEMENTS:

- 10.1. Activities that do not meet the projected activity period start date as stated on the Activity Information Form, within a reasonable amount of time.
- 10.2. Projects that have all or portions of the award uncommitted by the 18-month deadline required by DOE.
- 10.3. Invoices received after September 13, 2012
- 10.4. Commerce will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFI.



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ARRA TERMS AND CONDITIONS WILL BE ADDED TO ANY CONTRACT TO COME FROM THIS RFI ALONG WITH STANDARD STATE TERMS AND CONDITIONS

1. **FLOW DOWN REQUIREMENT**

The awardee shall comply with requirements of applicable federal, State and local laws, regulations, DOE and Commerce policy and guidance, and shall flow down the requirements of applicable Federal, State, and local laws, regulations, DOE and Commerce policy and guidance to subcontractors at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.

Comply with all laws, statutes, ordinances, rules, codes, regulations applicable to any Arizona State Government or authority; all terms of any mutually accepted and legally executed contract under this project, the Arizona Procurement Code, rules, regulations and Statutes and any federal guidelines, rules and regulations established pursuant to the use of funds under the American Recovery and Reinvestment Act (ARRA) of 2009.

2. **AVAILABILITY OF FUNDS**

Funds appropriated under the ARRA and obligated to this award are available for reimbursement of costs until September 13, 2012. Every payment obligation of Commerce under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by Commerce at the end of the period for which funds are available. No liability shall accrue to Commerce in the event this provision is exercised, and Commerce shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. All funds must be obligated within (18) months of the effective date of the award and expended within 36 months of the effective date of the award. In the event funds are not obligated within eighteen (18) months, Commerce reserves the right to de-obligate the funds and cancel the award

3. **SEGREGATION OF COSTS**

The awardee shall segregate the obligation and expenditures related to funding under ARRA. Financial and accounting systems should segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from ARRA shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowed for ARRA projects. The awardee shall furnish Commerce written progress reports quarterly for all work completed to date. Reports are to include energy saved, jobs created, pollution avoided and compliance with Davis-Bacon. A final report shall be provided to Commerce within two month after the completion of the ISA.

4. **PROHIBITION ON USE OF FUNDS**

None of the funds provided under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

5. **PREVAILING WAGES**

All laborers and mechanics employed by the awardee or subcontractors on projects funded under ARRA shall be required to be paid Davis-Bacon prevailing wages as applicable in accordance with rules and guidelines determined by the U.S. Department of Energy.

6. **DAVIS-BACON LABOR RATES**

Contractors and subcontractors employed on projects receiving funds under ARRA shall provide information which validates that all laborers and mechanics on projects funded directly by or assisted in whole or in part by and through funding appropriated by the Act are paid certain wage rates not less than those prevailing on projects of a character similar in the locality as determined by subchapter IV of Chapter 31 of title 40, United States Code (Davis-Bacon Act). (from ARRA Section 1606).

IMPORTANT NOTE:

***** Additional information regarding the Davis Bacon clause in this contract, Paragraph 8 can be found at the following link http://www.dol.gov/dol/allcfr/esa/title_29/part_5/29CFR5.5.htm . Please print out the 7 pages and add them to your contract information.

7. **PROTECTION OF WHISTLEBLOWERS**



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Prohibition on Reprisals: An employee of any non-Federal employer receiving funds under ARRA may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, information that the employee believes is evidence of gross management of grant funds; gross waste of funds; danger to public health or safety related to implementation of use of funds; abuse of authority; or violation of law, rule or regulation.

8. PROGRAM REVIEW AND SITE VISITS

Commerce has the right to make site visits as reasonable intervals for purposes of review of project accomplishments and management control systems and to provide technical assistance, if required. The awardee will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to Commerce representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

9. ACCESS TO RECORDS

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub.L. 111-5, any representative of an appropriate inspector general appointed under section 3 or SG of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General in authorized 1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any state or local agency administering such contract that pertain to and involve transactions relation to, the subcontract, grant, or subgrant; and 2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

10. PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS

To the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

10.1. Use of American Iron, Steel, and Manufactured Goods

- 10.1.1. None of the funds appropriated or otherwise made available by this Act may be used for the project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
- 10.1.2. Subsection (10.1.1.) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that 1) applying subsection (10.1.1.) would be inconsistent with the public interest; 2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonable available quantities and of a satisfactory quality; or 3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.
- 10.1.3. If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (10.1.1.) based on a finding under subsection (10.1.2.), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.
- 10.1.4. This section shall be applied in a manner consistent with United States obligations under international agreements. (from ARRA SEC.2605)

11. FALSE CLAIMS ACT

The awardee and subcontractors shall promptly refer to Commerce any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has submitted a false claim under the False Claim Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

12. INFORMATION IN SUPPORTING OF RECOVERY ACT REPORTING

The awardee shall be required to submit backup documentation to Commerce for expenditures of funds under the Recovery Act including such items as timecards and invoices. ADOA shall provide copies of backup documentation at the request of the Contracting Officer or designee.

13. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

13.1. Each project will require an individual NEPA review and determination. You must submit an environmental questionnaire to Commerce for each project in order to allow DOE to conduct an individual NEPA review and determination.

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13.2. No project should be initiated if an environmental assessment (EA) or environmental impact statement (EIS) is required. This restriction does not preclude you from performing information gathering and analysis, documentation, dissemination, and training, and providing technical advice and planning assistance for the activities.

13.3. If DOE determines that NEPA requires the preparation of an EA or EIS for a project you propose, you will be responsible for paying the cost of preparing an EA or EIS. Preparation of these types of NEPA documents can require 6-24 months. Accordingly you should carefully consider whether such projects are consistent with the objectives of the ARRA and will allow the expenditure of funds within the time periods allowed for by that statute.

14. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS.

Notwithstanding any other provisions of this agreement, the ARRA funds shall not be responsible for or have any obligation to the recipient for:

14.1. D&D of any of the recipient's facilities;

14.2. Any costs which may be incurred by the recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

ATTACHMENT

ELIGIBLE ACTIVITIES

- Developing and implementing a city or county energy efficiency and conservation strategy.
- Retaining technical consultant services to assist in the development of the energy efficiency and conservation strategy.
- Residential and commercial building audits.
- Establishment of financial incentives program for energy efficiency improvements.
- Grants to nonprofit organizations and governmental agencies for the purpose of performing energy efficiency retrofits.
- Development and implementation of energy efficiency and conservation programs for buildings and facilities with the jurisdiction of the eligible entity.
- Development and implementation of programs to conserve energy used in transportation.
- Development and implementation of building codes and inspection services to promote building energy efficiency.
- Implementation of energy distribution technologies that significantly increase energy efficiency.
- Activities to increase participation and efficiency rates for material conservation programs.
- The purchase and implementation of technologies to reduce and capture methane and other greenhouse gases generated by landfills or similar sources.
- Replacement of traffic signals and street lighting with energy efficient lighting technologies.
- Development, implementation and installation of an onsite renewable on or in any Government building that generates electricity from renewable resources.
- Any other appropriate activity as determined by Commerce in consultation with DOE.

PROJECT ACTIVITY INFORMATION FORM

Fill out one form for each activity. Activity Number may be found on page 4, Scope of Work, Paragraph 4 under Eligible Activities. Fill out one form for each activity.

NAME OF PROJECT MANAGER FOR ABS-EECBG GRANT	<i>Steven Burroughs</i>
ADDRESS:	<i>P.O. Box 308 / 15 North Ninth Street, Clarkdale, AZ. 86324</i>
PHONE NUMBER	<i>928-639-2550</i>
EMAIL ADDRESS	<i>steve.burroughs@clarkdale.az.gov</i>

ATTACHMENT

ACTIVITY INFORMATION			
Activity Number:	4.13	Activity Title: <i>Building Retrofit Geothermal Project</i>	
Activity Period:	Start Date: <i>Upon grant award</i>	End Date: <i>36 months after grant award</i>	
Activity Address:	<i>19 North Ninth Street</i>		
City/Town:	<i>Town of Clarkdale</i>	County: <i>Yavapai</i>	Zip Code: <i>86324</i>
ACTIVITY METRICS – Show all equations and units, and provide all assumptions.			
Energy Saved	(kBtu)	<i>5,326 million Btu</i>	
Energy Generated	(kBtu)	<i>N/A</i>	
GHG Emissions Reduced		(metric tons CO ₂ equivalent)	<i>134 (metric tons)</i>
Number of Jobs Created:	<i>Approximately 8</i>		Number of Jobs Retained: <i>Approximately 2</i>
Funds Leveraged:	<i>Approximately 40% (APS rebate program)</i>		
ACTIVITY SUMMARY – Maximum of 4 pages with Arial 10 font.. Pictures included if any.			
<p>List activity titles, general locations, current energy-related conditions, and how the proposed project will improve those needs or conditions. Provide a detailed description of the scope of work, implementation plan and milestones for each activity. Include details of major material and method components, and mention the use of sustainable products and innovative new technology or an innovative application of existing technology. Include supporting evidence that all necessary designs, materials, and other resources are in place to successfully spend funds within 36 months.</p> <p>The main focus of this project is on the upgrading a Town building that was constructed in 1927. This building is made up of several rooms including the Public/Council meeting room, Council Chambers, Kitchen/Public Meeting Room and Auditorium. These rooms have a combined total square footage of 13,062. Because of limited funding it will be necessary to address these problems in several phases. Phase I will include the Public/Council meeting room and Council Chambers. The Geothermal project for these areas is described below.</p> <p>As this building was constructed over 80 years ago, it is to be expected that the construction methods that were in place at that time are much different than the methods used today. There wasn't a lot of focus on energy efficiency at that time and, although there have been heating and cooling additions/upgrades since the initial construction of the building, they are outdated and inefficient. The furnaces that we are addressing in this request are over 35 years old. The existing swamp coolers are very old and worn as well, and do little to cool the buildings in the summers. Town Building Code requires evaporative coolers to be replaced when system upgrading occurs. Because of these shortcomings in the heating/cooling system, it is necessary for the Town to limit activities in this building during the most extreme hot and cold times of the year. After the completion of the Geothermal Project the building's usage will increase and, in doing so, jobs created and retained will follow. With the building's new heating and cooling system in place allows for a much needed revenue source through its increased usage.</p> <p>The Geothermal Project will consist of:</p> <ol style="list-style-type: none"> 1. Removal of four (circa 1962 Honeywell Lennox) gas fired wall mounted furnaces and 2 swamp coolers. <ul style="list-style-type: none"> • Replace with: Build new return air platform for (2) returns & install Water furnace #NDV072, 6-ton, 2-stage 17- 23 EER Geothermal heat pump unit on platform • Replace with: Build new return air platform for (2) returns & install Water furnace # NDV064, 5-ton, 2-stage, 18-25 EER Geothermal heat pump unit on platform with Honeywell 2 zone system 			

ATTACHMENT

2. Installation of new insulated supply air registers & the connection of new insulated supply duct systems to geothermal heat pump units.
3. Installation of return insulated air ducts to new platforms w/ 4" Honeywell media air filters & new return grills.
4. Installation of Ground loop: Install (7) 300' vertical well bores in front of building & install 1" HDPE U bend tubing in each well- Manifold all wells together w/ heat fusion technology & run main line piping to pump stations at Geo units- Fill Ground loop w/ water & glycol.
5. Installation of Honeywell digital programmable thermostats for operation.

The installation of a Geothermal heat pump system (compared to conventional natural gas furnaces 90% with 15 SEER A/C systems) clearly demonstrates a sound investment today by realizing substantial savings for the future. Energy savings (depending on operation) is estimated to be between \$1,500.00 and \$2,500.00 per year with estimated KWH savings per year of 12,000 - 17,000 KWH, showing a 100% return on investment in 10-12 years at today's full rates. Geothermal systems also have a 30 year life expectancy as opposed to 15 years on conventional systems. This equals over \$100,000.00 in savings over the 30 year life cycle of the Geothermal heat pump systems.

Our records indicate that the current cost to heat and cool the areas describe in the Geothermal Project is ranging between \$300 & \$1,170 per month. Although upgrading the existing evaporative coolers will increase the overall cost of cooling by 2%-3%, the savings realized from upgrading the existing gas furnaces to geothermal units has been estimated to save approximately 48% compared to our current costs.

ATTACHMENT

PROJECT BUDGET FORM

Please itemize the costs for the total project for each activity. Submit a separate Project Budget Form for each activity.

SUMMARY PROJECT BUDGET		
Total Estimated Project Cost:	\$92,166.74	
Total Project EECBG Funding (Phase 1):	\$65,961.87	Percentage of Total Project Cost from EECBG Funds
		72 %
Total Project EECBG Funding (Phase 2):		
Total Project EECBG Budget for Administration (up to 10%):	\$6,596.00	Percentage of EECBG Funds for Administration
		10%
Total Project EECBG Budget for Technical Assistance (up to 20%):	N/A	Percentage of EECBG Funds for Contractual
Total Leverage funding acquired:	\$18,108.87	Percentage of Total Project Cost from Matching Funds
		20% (APS)
Total Secured Funding From Other Sources including leverage	\$1,500.00	(See below)
Totals:	\$92,166.74	
SECURED FUNDING FROM OTHER SOURCES		
SOURCE OF FUNDING		TOTALS
In kind labor (in house forces) - general labor, cleanup		\$1500.00

ATTACHMENT

ELIGIBLE LOCAL GOVERNMENTS

'Non-Direct' entities are: cities or towns with a population of less than 35,000 and Counties with a population of less than 200,000 that are eligible for funding directly from the Arizona Department of Commerce Energy Office.

This list is compiled of Arizona cities, towns and counties that do meet the eligibility requirements listed above.

Counties

Government	Available Allocation
Gila County	\$193,053.72
Graham County	\$190,271.44
Greenlee County	\$117,844.67
La Paz County	\$151,121.42
Santa Cruz County	183,167.12

Cities & Towns

	Government	Available Allocation
1	Apache Junction City	\$171,699.70
2	Benson City	\$68,957.58
3	Bisbee City	\$72,852.76
4	Buckeye Town	\$164,210.43
5	Camp Verde Town	\$91,150.97
6	Carefree Town	\$64,768.92
7	Cave Creek Town	\$69,514.03
8	Chino Valley Town	\$91,307.24
9	Clarkdale Town	\$65,961.87
10	Clifton Town	\$58,857.54
11	Colorado City Town	\$68,321.08
12	Coolidge City	\$86,474.47
13	Cottonwood City	\$92,995.66
14	Dewey-Humboldt Town	\$64,383.97
15	Douglas City	\$114,533.51
16	Duncan Town	\$52,793.71
17	Eagar Town	\$66,861.34
18	El Mirage City	\$150,737.37
19	Eloy City	\$95,339.63
20	Florence Town	\$117,769.33

	Government	Available Allocation
21	Fountain Hills Town	\$146,487.73
22	Fredonia Town	\$54,177.22
23	Gila Bend Town	\$57,127.19
24	Globe City	\$77,033.79
25	Guadalupe Town	\$71,846.57
26	Hayden Town	\$53,129.11
27	Holbrook City	\$69,403.50
28	Huachuca City town	\$57,485.46
29	Jerome Town	\$51,345.40
30	Kearny Town	\$61,830.38
31	Kingman City	\$155,558.70
32	Litchfield Park City	\$71,316.79
33	Mammoth Town	\$59,250.11
34	Marana Town	\$171,429.10
35	Miami Town	\$56,837.53
36	Nogales City	\$125,731.21
37	Page City	\$76,313.45
38	Paradise Valley Town	\$106,868.91
39	Parker Town	\$62,123.85
40	Patagonia Town	\$52,988.09

Cities & Towns

	Government	Available Allocation
41	Payson Town	\$108,721.22
42	Pima Town	\$57,881.84

	Government	Available Allocation
61	Tombstone City	\$55,953.30
62	Wellton Town	\$57,260.59

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43	Pinetop-Lakeside Town	\$67,219.61
44	Quartzsite Town	\$63,328.23
45	Queen Creek Town	\$139,985.59
46	Safford City	\$85,155.74
47	Sahuarita Town	\$111,564.48
48	San Luis City	\$140,747.86
49	Sedona City	\$93,719.81
50	Show Low City	\$94,832.72
51	Snowflake Town	\$70,363.96
52	Somerton City	\$92,847.02
53	South Tucson City	\$71,335.85
54	Springerville Town	\$57,546.44
55	St. Johns City	\$63,690.31
56	Star Valley Town	\$57,523.57
57	Superior Town	\$61,780.83
58	Taylor Town	\$65,485.45
59	Thatcher Town	\$67,898.02
60	Tolleson City	\$76,976.62

63	Wickenburg Town	\$75,128.12
64	Willcox City	\$64,433.52
65	Williams City	\$62,463.06
66	Winkelman Town	\$51,650.31
67	Winslow City	\$87,473.04
68	Youngtown Town	\$68,599.31

ATTACHMENT

U.S DEPARTMENT OF ENERGY
GOLDEN FIELD OFFICE
ENVIRONMENTAL CHECKLIST
(To Be Completed By Potential Recipient)

PART I: General Information

DOE Project Officer: _____ Date: _____

Project Title: Building Retrofit Geothermal Project State: AZ

Organization Name: Town of Clarkdale

Solicitation Number: RF 1016-10 Award Number: _____

- 1. Please describe the intended use of DOE funding in your proposed project. For example, would the funding be applied to the entire project or only support a phase of the project? Describe the activity as a specifically as possible, i.e. planning, feasibility study, design, data analysis, education or outreach activities, construction, capital purchase and/or equipment installation or modification.

The main focus of this project is on the upgrading of a Town building that was constructed in 1927. This building is made up of several rooms including the Public/Council meeting room, Council chambers, Kitchen/Public meeting room and Auditorium. These rooms have a combined total square footage of 13,062. Because of limited funding it will be necessary to address these problems in several phases. Phase I will include the Public/Council meeting room and Council chambers. The Retrofit project for these areas is described below.

As this building was constructed over 80 years ago, it is to be expected that the construction methods that were in place at that time are much different than the methods used today. There wasn't a lot of focus on energy efficiency at that time and, although there have been heating and cooling additions/upgrades since the initial construction of the building, they are outdated and inefficient. The furnaces that we are addressing in this request are over 35 years old. The existing swamp coolers are very old and worn as well, and do little to cool the buildings in the summers. Because of these shortcomings in the heating/cooling system, it is necessary for the Town to limit activities in this building during the most extreme hot and cold times of the year.

We have identified three major rooms within the five room building. These three rooms of the Retrofit Project will be the starting point to upgrade the energy efficiency of the entire building. The beginning upgrades will be to replace the old furnaces and swamp coolers with a Geothermal Heating and Cooling System with programmable thermostats. We will also remove and replace all incandescent fixtures/bulbs throughout the building with ENERGY STAR rated fixtures/bulbs as well as install loose fill insulation in all attic spaces (13,062 square feet) to bring the insulating value to a minimum of R-30. In addition, the project will include the installation of new thresholds and weather seals for doors (approximately 20) and weather seal for windows (approximately 30).

- 2. Does any part of your project require review and/or permitting by any other federal, state, regional, local, environmental, or regulatory agency? Yes No
- 3. Has any review (e.g. NEPA documentation, permits, agency consultations) been completed?
 Yes No If yes, is a finding or report available and how can a copy be obtained?

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4. Is the proposed project part of a larger scope of work? Yes No If yes, please describe.
As described on page 12 of the application, additional phases to complete the entire building retrofit will follow as funds become available.

Do you anticipate requesting additional federal funding for subsequent phases of this project?
 Yes No If yes, please describe.
We will continue to apply for grant funding as the opportunities become available.

5. Does the scope of your project **only** involve on or more of the following? *N/A*
- Information gathering such as literature surveys, inventories, audits,
 - Data analysis including computer modeling,
 - Document preparation such as design, feasibility studies, analytical energy supply and demand studies
or
 - Information dissemination, including document mailings, publication, distribution, training, conferences, and information programs

Recipient Preparer:
Steven Burroughs

Recipient Phone:
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Recipient Email:
steven.burroughs@clarkdale.az.gov

Recipient Contact:
Same as above

Recipient Phone:

Recipient Email:

PART II: Environmental Consideration

Table A: Please indicate if any of the following conditions or special areas is present, required, or could be affected by your project.

Item No.	Description	Yes/No	Specific nature or type of activity or condition. If a consultation, approval, or permit applies, please describe.
1	Clearing or Excavation (indicate if greater than 1 acre)	No	
2	Dredge and/or Fill. Specify the number of acres involved.	No	
3	New or Modified Federal/State Permits and/or Requests for Exemptions.	No	
4	Pre-Existing Contamination	No	
5	Asbestos	No	
6	Criteria Pollutants	No	
7	Non-Attainment Areas	No	
8	Class I Air Quality Control Region	No	
9	Navigable Air Space	No	
10	Areas with Special Designations (e.g., National Forests, Parks, Trails)	No	
11	Prime, Unique, or Important Farmland	No	

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12	Archeological/Cultural Resources	No	
13	Threatened/Endangered Species and/or Critical Habitat	No	
14	Other Protected Species (Wild Burros, Migratory Birds)	No	
15	Floodplains	No	
16	Special Sources of Groundwater (e.g., Sole Source Aquifer)	No	
17	Underground Extraction/Injection (non-hazardous substances)	No	
18	Wetlands	No	
19	Coastal Zones	No	
20	Public Issues or Concerns	No	
21	Noise	No	
22	Depletion of a Non-Renewable Resource	No	
23	Aesthetics	No	

Table B: Would your project use, disturb, or produce any chemicals or biological substances? (i.e., pesticides, industrial process, fuels, lubricants, bacteria) If not, skip to Section C below.

Please indicate if any of the materials or processes listed below applies.

Item No.	Description	Yes /No	Quantity	Permit required? Type?	Specific type, use, or condition
1	Polychlorinated Biphenyls (PCB's)	No			
2	Import, Manufacture, or Processing of Toxic Substances	No			
3	Chemical Storage, Use, and Disposal	No			
4	Pesticide Use	No			
5	Hazardous, Toxic, or Criteria Pollutant Air Emissions	No			
6	Liquid Effluent	No			
7	Underground Extraction/Injection (hazardous substances)	No			
8	Hazardous Waste	No			
9	Underground Storage Tanks	No			

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10	Biological Materials. Indicate if genetically altered materials are involved.	No			
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Table C: Would your project require or produce and radiological materials? If not, skip to Part III. Please indicate if any of the materials listed below applies.

Item No.	Description	Yes/No	Quantity	Permit Required? Type?	Specific nature of use
1	Radioactive Mixed Waste	No			
2	Radioactive Waste	No			
3	Radiation Exposure	No			

Request for Information



QUOTATION NO: RFI016-10 Energy Efficiency and Conservation Block Grant

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GRANT INFORMATION



ARIZONA DEPARTMENT OF COMMERCE

The center for economic advancement

1700 W. Washington, Suite B-32
Phoenix, Arizona 85007

(602) 771-1110

CHECK LIST OF SUBMITTALS:

- OFFER AND ACCEPTANCE SHEET
 - PROJECT ACTIVITY INFORMATION FORM
 - PROJECT BUDGET FORM
 - ELIGIBLE LOCAL GOVERNMENTS
 - NEPA QUESTIONNAIRE FORM ATTACHMENT
-
- **Missing or incomplete information cannot be evaluated and will result in the application not being considered for funding.**
 - Please Complete the Offer and Acceptance page in the front of this RFI. .
 - **REMINDER – All submissions are public record filings and subject to anti-fraud and false filing laws. A.R.S. § 13-2407**
 - Additional information may be provided in attachments. Be sure to clearly reference and mark such addition and attachments.