

AMERICAN RECOVERY AND REINVESTMENT ACT

ARIZONA BALANCE OF STATE
ENERGY EFFICIENCY BLOCK GRANT PROGRAM

BETWEEN

STATE OF ARIZONA, DEPARTMENT OF COMMERCE
ENERGY OFFICE

And

GILA COUNTY

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 Gila County, Arizona, contractor.

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.

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 **\$193,053.72:**

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 "Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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.

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 sug-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 a 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:

Gila County, Public Works, Division
1400 E. Ash Street
Globe, Arizona 85501
ATTN: Diana Jones

If to COMMERCE:

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

Contractual/Financial Contact

Supervisor Diana Jones
PHONE (928) 402-8516
FAX (928) 425-8104
EMAIL djones@co.gila.az.us

Reporting/Financial Contact

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

Contractual

Martha Lynch
Chief Procurement Officer
PHONE: 602-771-1110: FAX: 602-771-1202
EMAIL: marthal@azcommerce.com

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

GILA COUNTY

**STATE OF ARIZONA
DEPARTMENT OF COMMERCE**

By Shirley L. Dawson
Shirley L. Dawson, Chairman
Gila County Board of Supervisors

By Martha Lynch
Martha Lynch
CPPB, Chief Procurement Officer

2/9/2010
Date

3-2-10
Date

APPROVED AS TO FORM:

Bryan Chambers
Bryan Chambers
Chief Deputy Gila County Attorney

EXHIBIT A
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:	DIANA JONES, GRANT COORDINATOR
ADDRESS:	1400 E. ASH STREET GLOBE, ARIZONA 85501
PHONE NUMBER	(928) 402-8516 WORK (938) 425-8104 FAX
EMAIL ADDRESS	djones@co.gila.az.us



ATTACHMENT

ACTIVITY INFORMATION			
Activity Number:	#5	Activity Title: Energy Efficiency Retrofits	
Activity Period:	Start Date: On approval notice	End Date: Within 24 months	
Activity Address:	157 S. Broad Street, 108 Main Street, 1400 E. Ash Street		
City/Town:	Globe & Payson	County: Gila	Zip Code: 85501
ACTIVITY METRICS – Show all equations and units, and provide all assumptions.			
Energy Saved	(kBtu) 1,677,000		
Energy Generated	(kBtu) N/A		
GHG Emissions Reduced	(metric tons CO ₂ equivalent) 85		
Number of Jobs Created: 0	Number of Jobs Retained: 1.33		
Funds Leveraged:	-0-		
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>			

Gila County's potential projects will be to replace single pane double hung wooden windows with energy star dual pane aluminum windows, replace old split AC units with new high efficient seer units, and initiate the installation of components to facilitate an energy conservation control system on the 27 existing HVAC units on the Gila County Courthouse.

Below is some of the energy saving items:

- New automatic outside air intake ductwork.
- New programmable energy management space controllers.
- New outside air, space and discharge air temperature sensors,
- Automated start/stop of all units with set point adjustment and night setback.
- Exhaust fan modifications:
- Remote web based monitoring.
- 20 dual pane aluminum windows
- 10 high efficient seer HVAC units

Gila County will coordinate with utility provider Mr. Ed Wash, the APS N.E. area representative for possible financial assistance in this project.

Gila County will evaluate the effectiveness of these energy efficiency projects by monitoring utility bills.

Gila County will follow its existing procurement process to request bids and choose project contractors.

ATTACHMENT

ACTIVITY INFORMATION			
Activity Number:	#13	Activity Title: Renewable Energy Technologies	
Activity Period:	Start Date: On approval notice	End Date: Within 1 year	
Activity Address:	Gila County Jail, 1100 E. South Street		
City/Town:	Globe	County: Gila	Zip Code: 85501
ACTIVITY METRICS – Show all equations and units, and provide all assumptions.			
Energy Saved	(kBtu) N/A		
Energy Generated	(kBtu)		
GHG Emissions Reduced	(metric tons CO ₂ equivalent)		
Number of Jobs Created:	Number of Jobs Retained:		
Funds Leveraged:			
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>			

With this project Gila County will reduce its need to burn natural gas and use of electrical resistance heating to generate hot water for bathing, kitchen use, and laundry uses by installing a Solar Thermal hot water heating system and storage facility to replace the existing gas hot water boilers.

Gila County will follow its existing procurement process to request bids and choose project contractors.

Gila County will coordinate with the utility provider from Southwest Gas for possible financial assistance in this project.

Gila County will evaluate the effectiveness of these energy efficiency projects by monitoring utility bills.

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 #13 RENEWABLE ENERGY TECHNOLOGIES		
Total Estimated Project Cost:	\$41,053.72	
Total Project EECBG Funding (Phase 1):	\$41,053.72	Percentage of Total Project Cost from EECBG Funds 100%
Total Project EECBG Funding (Phase 2):		
Total Project EECBG Budget for Administration (up to 10%):		Percentage of EECBG Funds for Administration
Total Project EECBG Budget for Technical Assistance (up to 20%):		Percentage of EECBG Funds for Contractual
Total Leverage funding acquired:		Percentage of Total Project Cost from Matching Funds
Total Secured Funding From Other Sources including leverage		
Totals:	\$41,053.72	

SECURED FUNDING FROM OTHER SOURCES	
SOURCE OF FUNDING	TOTALS