

RESOLUTION NO. 2010-04

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS, ARIZONA, AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE ARIZONA DEPARTMENT OF COMMERCE FOR ENERGY EFFICIENCY PROGRAM FUNDING.

WHEREAS, the State of Arizona, Department of Commerce, Energy Office, has awarded the Town of Fountain Hills (the "Town") a grant in the amount of \$146,487.73 for project funding relating to the Town's Energy Efficiency Initiatives (the "Grant"); and

WHEREAS, the Council of the Town of Fountain Hills desires to enter into a Contract with the Arizona Department of Commerce relating to acceptance and administration of the Grant funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOUNTAIN HILLS as follows:

SECTION 1. The recitals set forth above are hereby incorporated as if fully set forth herein.

SECTION 2. The Contract with the Arizona Department of Commerce relating to acceptance and administration of the Grant funds (the "Agreement") is hereby approved in the form attached hereto as Exhibit A and incorporated herein by reference.

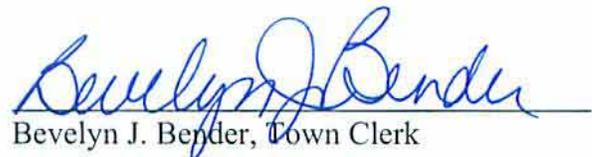
SECTION 3. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to execute and submit the Agreement and any other necessary or desirable instruments in connection with the Grant and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Fountain Hills, Arizona, January 7, 2010.

FOR THE TOWN OF FOUNTAIN HILLS:

ATTESTED TO:


Jay T. Schlum, Mayor


Bevelyn J. Bender, Town Clerk

REVIEWED BY:

APPROVED AS TO FORM:


Richard L. Davis, Town Manager

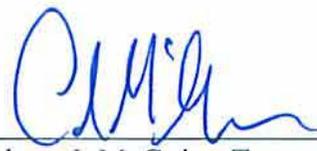

Andrew J. McGuire, Town Attorney

EXHIBIT A
TO
RESOLUTION NO. 2010-04

[Agreement]

See following pages.

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 FOUNTAIN HILLS

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 **Town of Fountain Hills, 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 \$Insert Funding based on the following ARRA incremental disbursement level funding schedule: ~~\$~~ 146,487.73

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/?vgnnextoid=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:

Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268

If to COMMERCE:

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

Contractual/Financial Contact

Supervisor Raymond Rees
PHONE 480-816-5180
FAX 480-837-3145
EMAIL rrees@fh.az.gov

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.

TOWN OF FOUNTAIN HILLS

STATE OF ARIZONA
DEPARTMENT OF COMMERCE

By JTA
Signature

By _____
Martha Lynch
CPPB, Chief Procurement Officer

01/07/10
Date

Date



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: 790574560

For clarification of this offer, contact:

Federal Employer Identification No.

Name: Raymond Rees

86-0650150

Email Address rees@fh.as.gov

Phone:

480-816-6180

Fax:

480-837-3145

Town of Fountain Hills

Entity Name

Signature of Person Authorized to Sign Offer

16705 East Avenue of the Fountains

Address

Rick Davis

Printed Name

Fountain Hills, AZ 85268

City

State

Zip

Town Manager

Title

CERTIFICATION

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

- The submission of the offer did not involve collusion or other anti-competitive practices.
- 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.
- 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.
- 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.
- 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



Solicitation Amendment



ARIZONA DEPARTMENT OF COMMERCE

The center for economic advancement

SOLICITATION NO.: I016-10

PAGE 1

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

AMENDMENT NO.: 1

OF 1

SOLICITATION TITLE: ENERGY EFFICIENCY & CONSERVATION BLOCK GRANT

SOLICITATION DUE: NOVEMBER 30, 2009 AT 3:00 P.M. PHOENIX LOCAL TIME

Proposal Opening: Arizona Dept. of Commerce
1700 W. Washington, Suite B-32
Phoenix, Arizona 85007

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Chief Procurement Officer: Martha Lynch
Telephone: 602 771-1110

Contact:
Email: MarthaL@Azcommerce.com

THE PROPOSAL DUE DATE HAS BEEN CHANGED :
FROM: OCTOBER 30, 2009
TO: NOVEMBER 30, 2009

In the Attachment, PROJECT ACTIVITY INFORMATION FORM, page 11 has been changed:

FROM:

NAME OF ABS-EECBG AGENT

TO:

NAME OF PROJECT MANAGER FOR ABS-EECBG GRANT:

Raymond Rees

ALL OTHER PROVISIONS OF THE SOLICITATION SHALL REMAIN IN THEIR ENTIRETY.

VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED SOLICITATION AMENDMENT IS ISSUED THIS DATE

October 15, 2009

SIGNATURE

11/30/09
DATE

Rick Davis, Town Manager
TYPED NAME AND TITLE

Chief Procurement Officer

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.

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16	Duncan Town	\$52,793.71
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24	Globe City	\$77,033.79
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40	Patagonia Town	\$52,988.09

Cities & Towns

	Government	Available Allocation
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42	Pima Town	\$57,881.84

	Government	Available Allocation
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62	Wellton Town	\$57,260.59

ATTACHMENT

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46	Safford City	\$85,155.74
47	Sahuarita Town	\$111,564.48
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49	Sedona City	\$93,719.81
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57	Superior Town	\$61,780.83
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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

ACTIVITY INFORMATION			
Activity Number:	4.3	Activity Title: Commercial Building Audits	
Activity Period:	Start Date: April, 2010	End Date: May, 2010	
Activity Address:	16705 E. Avenue of the Fountains		
City/Town:	Fountain Hills	County: Maricopa	Zip Code: 85268
ACTIVITY METRICS – Show all equations and units, and provide all assumptions.			
Energy Saved	(kBtu) 4,238		
Energy Generated	(kBtu)		
GHG Emissions Reduced	216	(metric tons CO ₂ equivalent) 290	
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>The Town of Fountain Hills is proposing to conduct walk-through energy audits on approximately 100,000 square feet of its office and facilities maintenance buildings. These audits would be at a cost of not more than \$8,000 and would be procured through the Town’s standard procurement process using the Mohave Contract.</p> <p>Why are the building audits good for the Town? These energy audits will be the first steps in the process for determining what the Town will be focusing on in its plan to run more energy efficient buildings and facilities. The audits will provide information to the Town about what to look for in areas of energy conservation such as energy efficient lighting, heating and cooling equipment and other weatherization activities. With the results from the energy audits the Town will be able to prioritize its projects relating to energy efficiency and conservation activities resulting in a more efficient use of its resources.</p> <p>The Town of Fountain Hills is in the early stages of possibly forming an Environmental Commission. This Commission will have the responsibility of reporting to and making recommendations to the Town Council pertaining to possible energy efficiency saving activities. These activities will be reflective of all areas of Town-owned facilities. With the help of the Environmental Commission, the Town hopes to be able to reach far beyond Town-owned facilities and encompass residential needs as well.</p> <p>The Commission will assist in the formation and publication of public energy conservation education materials, help develop residential energy efficiency and conservation programs, assist in the formation and documentation of the Town’s goals and objectives relating to energy efficiency projects and activities and assist in the documentation of the Town’s alternative energy plan. These audits will also assist the Commission, when formed, in making further recommendation to the Town Council when areas are found that need improvement.</p> <p>What are the Greenhouse Gas Emissions Reductions relating to the energy audits? The Town can expect to reduce 290 metric tons of CO₂ emissions being put into the air if it implements the targeted results of the audits. This can significantly help reduce pollutants that are continually plaguing the air quality in the Town.</p> <p>What is the implementation plan for the audits? The Town would like to have the energy audits conducted shortly after the EECBG funds are awarded. The target date to start the first energy audits is April of 2010 and with an anticipated completion date no later than May of 2010. This would give the Town more than ample time to prioritize the activity of its lighting retrofit project that is scheduling to be started in July of 2010.</p>			

ATTACHMENT

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

PART I: General Information

DOE Project Officer: Raymond Rees Date: November 19, 2009

Project Title: Commercial Energy Audits State: Arizona

Organization Name: Town of Fountain Hills

Solicitation Number: RFI016-10 _____ 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 funds that are received for this project will be wholly used for the energy audits and do not require any funds to go towards planning, feasibility studies or other related activities.

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?

4. Is the proposed project part of a larger scope of work? Yes No If yes, please describe.
The proposed audits will assist the Town in determining project implementation of our lighting retrofit program. It will also assist the Town in identifying future energy efficiency projects.

Do you anticipate requesting additional federal funding for subsequent phases of this project?

Yes No If yes, please describe.

5. Does the scope of your project **only** involve on or more of the following?
 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: Raymond Rees Recipient Phone: (480) 816-5180 Recipient Email: rees@fh.az.gov

ATTACHMENT

Recipient Contact: Raymond Rees Recipient Phone: (480) 816-5180 Recipient Email: rrees@fh.az.gov

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	
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	

ATTACHMENT

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			
10	Biological Materials. Indicate if genetically altered materials are involved.	NO			

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			



Solicitation Amendment



ARIZONA DEPARTMENT OF COMMERCE

The center for economic advancement

SOLICITATION NO.: I016-10

PAGE 1

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

AMENDMENT NO.: 1

OF 1

SOLICITATION TITLE: ENERGY EFFICIENCY & CONSERVATION BLOCK GRANT

SOLICITATION DUE: NOVEMBER 30, 2009 AT 3:00 P.M. PHOENIX LOCAL TIME

Proposal Opening: Arizona Dept. of Commerce
1700 W. Washington, Suite B-32
Phoenix, Arizona 85007

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Chief Procurement Officer: Martha Lynch
Telephone: 602 771-1110

Contact:
Email: MarthaL@Azcommerce.com

THE PROPOSAL DUE DATE HAS BEEN CHANGED :
FROM: OCTOBER 30, 2009
TO: NOVEMBER 30, 2009

In the Attachment, PROJECT ACTIVITY INFORMATION FORM, page 11 has been changed:

FROM:

NAME OF ABS-EECBG AGENT

TO:

NAME OF PROJECT MANAGER FOR ABS-EECBG GRANT:

Raymond Rees

ALL OTHER PROVISIONS OF THE SOLICITATION SHALL REMAIN IN THEIR ENTIRETY.

VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED SOLICITATION AMENDMENT IS ISSUED THIS DATE

October 15, 2009


SIGNATURE

11/30/09
DATE

Rick Davis, Town Manager
TYPED NAME AND TITLE


Chief Procurement Officer

ATTACHMENT

ACTIVITY INFORMATION			
Activity Number:	4.13	Activity Title: Renewable Energy Installation	
Activity Period:	Start Date: July 1, 2010	End Date: October 1, 2010	
Activity Address:	16705 E. Avenue of the Fountains		
City/Town:	Fountain Hills	County: Maricopa	Zip Code: 85268
ACTIVITY METRICS – Show all equations and units, and provide all assumptions.			
Energy Saved			
Energy Generated	23,446 kwh		
GHG Emissions Reduced	(metric tons CO ₂ equivalent) 16.9		
Number of Jobs Created: 1	Number of Jobs Retained:		
Funds Leveraged:	\$32,625 SRP Incentive		
ACTIVITY SUMMARY – Maximum of 4 pages with Arial 10 font.. Pictures included if any.			
<p>The Town is proposing the development and installation of three grid-tied photovoltaic generators at three separate locations on Town-owned buildings within the town limits. The combined output of the systems will equal 14.5 kw and is estimated to generate a total annual production of 23,446 kwh. Calculations in this summary were calculated from the PVWatts website calculator and the EPA's greenhouse equivalencies calculator.</p> <p><u>The importance of this project to the Town</u> This project is important to the community of Fountain Hills because it can reduce the use and cost of power taken from the areas electrical grid and help reduce our carbon footprint. The Town will also be using this as an educational tool for its citizens. The Town is strategically targeting its parks buildings for the PV solar installations to help promote PV solar technology. Each of the sites will have roof mounted PV panels, and a system monitor display unit will be located in the front of each building. Placing the display monitors in the front of the buildings will provide easy access to the monitors for the general public and students from local schools. This will provide an educational tool for students and the public to learn more about PV solar generators and how they work. It is anticipated that these installations will help promote and encourage more citizens to use PV systems and other alternative types of renewable energy sources.</p> <p><u>Materials and schedules</u> Phase One of the project will be the review process, the "Request for Proposals" (RFP) and the contract award. The Town's internal Environmental Committee will be reviewing the preliminary proposal for the project early in 2010. The Committee will author the "Scope of Work" and submit it to the Town's legal department for the formal RFP process. The release date for the RFP is targeted for the month of April, 2010. The Town is anticipating a formal contract with a supplier by June of 2010. Phase Two of the project will be the installation and commissioning of the systems. For the estimated cost and schedule of this project, the Town secured the talents of the president of one of its local PV Solar companies to guide us through the process. The Town wanted to be sure that it had a good estimate of what the project would cost and that it had taken into consideration the requirements for all aspect of the project. The anticipated start of the installation for the project is July, 2010. This project will follow a standard process for obtaining proposals through the RFP process. As stated in the previous section, the project will have roof mounted PV solar panels and have display monitors at each location. Proposers of the project will need to take into consideration the use of American made materials and the use of local trades and will need to provide prevailing wages during installation. The project is estimated to take approximately three (3) months to complete.</p> <p><u>Cost and saving of the proposed activity</u> The total estimated cost for all three generator systems is approximately \$74,500. Upon commissioning of the system the town will receive approximately \$32,625 in incentives from SRP. This will leave a net cost of for the system at \$41,875. The yearly cost savings for energy to the Town, if purchased at the average price of 10.5 cents per kwh, would be \$2,462. With a net cost of the system of \$41,875 and the offset of the renewable energy generated at \$2,462, it would take 17 years to pay for the cost of the system.</p>			

ATTACHMENT

Payoff of the system would be 3-8 years prior to the expiration of the warranty, depending on the warranty given for the system, making it a good return on the investment.

Environmental Savings

These systems will reduce an estimated 16.9 metric tons of carbon from being put into the environment annually. This reduction in carbon is the equivalent of the yearly emission from 3.1 passenger vehicles, 1,915 gallons of consumed gasoline, 39.2 barrels of oil and 0.23 tanker trucks' worth of gasoline. The yearly emissions from the electricity use of 2.3 homes, energy use of 1.5 homes, the carbon sequestered by 433 tree seedlings grown for ten years, carbon sequestered annually by 3.8 acres of pine or fir forests and 0.12 acres of forest preserved from deforestation. There is also the yearly emissions equivalents reduction from 703 propane cylinders used for home barbeques, emissions from 0.09 railcars' worth of coal and emissions avoided by recycling 5.8 tons of waste instead of sending it to the landfill.

ATTACHMENT

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67	Winslow City	\$87,473.04
68	Youngtown Town	\$68,599.31

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:	\$74,500	
Total Project EECBG Funding (Phase 1):	None	Percentage of Total Project Cost from EECBG Funds
		0%
Total Project EECBG Funding (Phase 2):	\$42,875	
Total Project EECBG Budget for Administration (up to 10%):	None	Percentage of EECBG Funds for Administration
		0%
Total Project EECBG Budget for Technical Assistance (up to 20%):	None	Percentage of EECBG Funds for Contractual
		0%
Total Leverage funding acquired:	\$32,625 upfront rebates	Percentage of Total Project Cost from Matching Funds
		44%
Total Secured Funding From Other Sources including leverage	\$32,625 upfront rebates	
Totals:	\$74,500	
SECURED FUNDING FROM OTHER SOURCES		
SOURCE OF FUNDING		TOTALS
The Total Leverage funding acquired is from rebates given by the Salt River Project power supply company		\$32,625 upfront rebates

ATTACHMENT

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

PART I: General Information

DOE Project Officer: Raymond Rees **Date:** November 30, 2009

Project Title: Renewable Energy Installation **State:** Arizona

Organization Name: Town of Fountain Hills

Solicitation Number: RFI016-10 **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 funds that are received for this project will be wholly used for the purchase and installation of materials relating to this project. This project does not require any funds to go towards, planning, feasibility studies or other related activities.
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
The project will require that permits be issued by the Town of Fountain Hills. There will also be some inspections conducted by both the Town of Fountain Hills and by the Salt River Project power company.
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?
4. Is the proposed project part of a larger scope of work? Yes No If yes, please describe.

Do you anticipate requesting additional federal funding for subsequent phases of this project?

Yes No If yes, please describe.

5. Does the scope of your project **only** involve on or more of the following?
 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: Raymond Rees Recipient Phone: (480) 816-5180 Recipient Email: rees@fh.az.gov

ATTACHMENT

Recipient Contact: Raymond Rees Recipient Phone: (480) 816-5180 Recipient Email: rrees@fh.az.gov

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	
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	

ATTACHMENT

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			
10	Biological Materials. Indicate if genetically altered materials are involved.	No			

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			



Solicitation Amendment



ARIZONA DEPARTMENT OF COMMERCE

the center for economic advancement

SOLICITATION NO.: I016-10

PAGE
1

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

AMENDMENT NO.: 1

OF
1

SOLICITATION TITLE: ENERGY EFFICIENCY & CONSERVATION BLOCK GRANT

SOLICITATION DUE: NOVEMBER 30, 2009 AT 3:00 P.M. PHOENIX LOCAL TIME

Proposal Opening: Arizona Dept. of Commerce
1700 W. Washington, Suite B-32
Phoenix, Arizona 85007

A SIGNED COPY OF THIS AMENDMENT SHALL BE RECEIVED AT THE ABOVE AGENCY LOCATION (PREFERABLY WITH THE SOLICITATION RESPONSE) PRIOR TO THE DUE DATE AND TIME. IT IS NECESSARY TO RETURN THIS FORM ONLY IF YOU ARE RESPONDING TO THE SOLICITATION. THIS SOLICITATION IS AMENDED AS FOLLOWS:

Chief Procurement Officer: Martha Lynch
Telephone: 602 771-1110

Contact:
Email: MarthaL@Azcommerce.com

THE PROPOSAL DUE DATE HAS BEEN CHANGED :
FROM: OCTOBER 30, 2009
TO: NOVEMBER 30, 2009

In the Attachment, PROJECT ACTIVITY INFORMATION FORM, page 11 has been changed:

FROM:

NAME OF ABS-EECBG AGENT

TO:

NAME OF PROJECT MANAGER
FOR ABS-EECBG GRANT:

Raymond Rees

ALL OTHER PROVISIONS OF THE SOLICITATION SHALL REMAIN IN THEIR ENTIRETY.

VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED SOLICITATION AMENDMENT IS ISSUED THIS DATE

October 15, 2009


SIGNATURE

11/30/09
DATE

Rick Davis, Town Manager
TYPED NAME AND TITLE



Chief Procurement Officer

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

ATTACHMENT

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

ACTIVITY INFORMATION			
Activity Number:	4.14	Activity Title: Lighting Retrofitting	
Activity Period:	Start Date: July, 2010	End Date: October, 2010	
Activity Address:	16705 E. Avenue of the Fountains		
City/Town:	Fountain Hills	County: Maricopa	Zip Code: 85268
ACTIVITY METRICS – Show all equations and units, and provide all assumptions.			
Energy Saved	(kBtu) 1,887		
Energy Generated	(kBtu)		
GHG Emissions Reduced	96	(metric tons CO ₂ equivalent) 163	
Number of Jobs Created:	1	Number of Jobs Retained:	
Funds Leveraged:	\$15,100		
ACTIVITY SUMMARY – Maximum of 4 pages with Arial 10 font.. Pictures included if any.			
<p>The Town of Fountain Hills would like to earmark funds from the EECBG program to conduct a lighting retrofitting project in Town-owned buildings within the Town limits. The buildings that would be addressed in this project are high occupancy buildings that are used during daylight hours. The buildings total 57,100 square feet of office and meeting space. The current monthly average cost for electricity to the buildings is \$11,700 or 119,411 KWH. None of the monies that would be coming from the EECBG funds would be used for administrative costs. The Town is prepared to absorb any of those costs into its day-to-day operations.</p> <p><u>The importance of this project to the Town</u> With the possibility of receiving funds from this grant program, the Town of Fountain Hills has a unique opportunity to implement and showcase an energy efficiency project. By undergoing the lighting retrofits, the Town can demonstrate to its citizens and local businesses that the Town is serious about implementing energy efficiency policies and practices. It will further demonstrate that the Town is committed to reducing its carbon footprint by using more efficient lighting that helps reduce the amount of electricity that is currently being used.</p> <p><u>Materials and schedules</u> Phase One of the schedule will include the review process, the "Request for Proposals" (RFP) and the contract award. The Town's internal Environmental Committee will be reviewing the preliminary proposals for the project in early 2010. The Committee will author the "Scope of Work" and submit it to the Town's legal department for the formal RFP process. The target date to enter into a contract for the project is June, 2010. The Town has already enlisted the help of local business professionals with the skills required to gather the information thus far for this project. The Town is confident that with the resources available, this project can be implemented within the allotted timeframe. Phase Two of the project will be executing and managing the installation of the retrofitting project. Members of the Town staff, including the Project Manager for this project, had the opportunity to attend several workshops and presentations relating to the process for lighting retrofitting projects. Staff has already been able to apply some of that knowledge just in the information gathering portion of this project, and it is hoped that knowledge will help when the project is in the installation phase. The target date for Phase Two of the project is July, 2010 with an anticipated completion date of September, 2010. Proposers of the project will need to take into consideration the use of American made materials and the use of local trades and will have to provide prevailing wages during installation.</p>			

ATTACHMENT

Currently, two of the Towns facilities have standard T8 fluorescent fixtures with 32 watt bulbs that have instant start ballasts that are not considered "High Efficiency" ballasts. The proposal is to change out the instant start ballasts to a T8-25 watt bulb with High Efficiency Program Start ballasts. In one of the Town's other buildings exist energy inefficient T12-32 watt 96" fixtures with standard ballasts. As a result, that type of fixture does not have replaceable ballasts to High Efficiency Program Start ballasts. In this case the proposal is to change out the fixtures to the T8-25 watt bulb with High Efficiency Program Start ballasts. All of the compact fluorescent light bulbs called out in this project will be changed out to the more energy efficient 25 watt fluorescent bulbs.

Costs and savings of the proposed activity

Staff worked with SRP on this proposed project and provided them with the information on the types and amount of lighting expected to be addressed in the retrofit project. From the workbook that was received from SRP relating to this specific project, the Town is projected to save an estimated 227,239 KWH of energy. The total cost of the project would be approximately \$90,000, but the Town would receive an estimated \$15,100 in rebates from SRP, leaving a net balance of funds of \$74,900. In the workbook provided with the estimated annual savings of \$16,545 in energy cost, the Town would have a return on investment in approximately five years. Staff feels that this is a good return on investment and that the Town will continue to reap the benefits of this project far beyond the estimated payback time for the project.

The environmental benefits of this project are very positive for the Town. For this part of the information staff used the EPAs "Greenhouse Gas Equivalency Calculator" to calculate CO2 emissions. The project is projected to reduce an estimated 163 metric tons of CO2 emissions. That is the equivalent of the annual amount of GHG emissions of 29.9 passenger vehicles, or the annual emissions from the electricity use of 22.6 homes, or the emissions that are produced annually from the energy use of 14.8 homes.

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:	\$90,000	
Total Project EECBG Funding (Phase 1):	None	Percentage of Total Project Cost from EECBG Funds
		0%
Total Project EECBG Funding (Phase 2):	\$74,900	
Total Project EECBG Budget for Administration (up to 10%):	0%	Percentage of EECBG Funds for Administration
		0%
Total Project EECBG Budget for Technical Assistance (up to 20%):	0%	Percentage of EECBG Funds for Contractual
		0%
Total Leverage funding acquired:	\$15,100 upfront rebates	Percentage of Total Project Cost from Matching Funds
		16.7%
Total Secured Funding From Other Sources including leverage	\$15,100 upfront rebates	
Totals:	\$90,000	
SECURED FUNDING FROM OTHER SOURCES		
SOURCE OF FUNDING		TOTALS
The Total Leverage funding acquired is from rebates given by the Salt River Project power supply company		\$15,100

ATTACHMENT

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

PART I: General Information

DOE Project Officer: Raymond Rees **Date:** November 30, 2009

Project Title: Lighting Retrofitting **State:** Arizona

Organization Name: Town of Fountain Hills

Solicitation Number: RFI016-10 **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 funds that are received for this project will be wholly used for the purchase and installation of materials relating to this project. This project does not require that any funds received to go towards planning, feasibility studies or other related activities.
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
This project will require that permits be issued by the Town of Fountain Hills
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?
4. Is the proposed project part of a larger scope of work? Yes No If yes, please describe.

Do you anticipate requesting additional federal funding for subsequent phases of this project?

Yes No If yes, please describe.

5. Does the scope of your project **only** involve on or more of the following?
 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: Raymond Rees **Recipient Phone:** 480-816-5180 **Recipient Email:** rrees@fh.az.gov

ATTACHMENT

Recipient Contact: Raymond Rees Recipient Phone: 480-816-5180 Recipient Email: rrees@fh.az.gov

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	
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	

ATTACHMENT

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			
10	Biological Materials. Indicate if genetically altered materials are involved.	No			

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			