



**STATE OF ARIZONA**  
**Governor's Office of Energy Policy**  
**REQUEST FOR GRANT APPLICATION**  
**RFGA No. EW-ESA-12-2213-00**

**Governor's Office**  
**of Energy Policy**

1700 W. Washington  
 Phoenix, AZ 85007

**DESCRIPTION :** ENERGY EFFICIENCY CONSERVATION BLOCK GRANT  
RFGA NO. EW-ESA-12-2213-00

**APPLICATION DUE DATE:** February 24, 2012 **AT 3:00 P.M. Arizona Time**

**Submittal Location:** **1700 West Washington, Suite 220**  
**Capitol Tower, Phoenix, AZ 85007**

**Pre-Application Meeting:** **A Pre-Application Conference will not be held.**

In accordance with A.R.S. § 41-2701 et seq., competitive grant applications for the materials or services specified will be received by the Governor's Office of Energy Policy at 1700 West Washington, Capitol Tower, Suite 220, Phoenix, AZ 85007 until the time and date cited. Applications received by the correct time and date will be opened and the name of each offeror will be publicly read.

Applications must be in the actual possession of the Governor's Office of Energy Policy on or prior to the time and date and at the location indicated. **TELEFAXED, ELECTRONIC OR LATE APPLICATIONS WILL NOT BE ACCEPTED.** Applicants should mail or deliver one (1) original document marked "ORIGINAL" and five (5) copies.

**Applicants are cautioned not to rely on next day U.S. Postal mail services. Mail sent to the Governor's Office of Energy Policy is filtered through the Arizona Department of Administration. The Governor's Office is not responsible for packages delivered to locations other than Suite 220.**

Applications must be submitted in a sealed envelope or package with the Solicitation number and the offeror's name clearly indicated on the envelope or package. All proposals must be completed in ink or typewritten and a complete grant application returned by the time and date cited above. Additional instructions for preparing proposals are included in this notice.

Applications missing exhibits, solicitation amendments, financial documents, and any stated requirements presented in this RFGA shall be deemed non-responsive. Non-responsive applications are not susceptible for award and shall not be evaluated.

It is the sole responsibility of applicants to check the Governor's website for any amendments to this RFGA at <http://www.azenergy.gov>.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact Sarah Bean by email at [sbean@az.gov](mailto:sbean@az.gov) or by fax (602) 542-5522.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

<b>Solicitation Contact Person:</b>		
<b>Sarah Bean, Procurement Manager</b>		
<b>Email: <a href="mailto:sbean@az.gov">sbean@az.gov</a> or Fax (602) 542-5522</b>	<b>Leisa Brug, Director</b>	<b>Date</b>



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**SCOPE OF WORK**

**OFFER**

**TO THE STATE OF ARIZONA:**

The Undersigned hereby agrees, if awarded a grant, to all terms, conditions, requirements and amendments in this solicitation document and any written exceptions, as accepted by the Governor's Office of Energy Policy, in the application.

Arizona Transaction (Sales) Privilege Tax License No.:

\_\_\_\_\_

For clarification of this offer, contact:

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

Federal Employer Identification No:

\_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

Entity Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City State Zip

Title

**CERTIFICATION**

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The applicant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 99-4 or A.R.S. §§ 41-1461 through 1465.
3. The applicant has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. In Accordance with A.R.S. §35-391, the applicant hereby certifies that the offeror does not have scrutinized business operations in Iran.
5. In Accordance with A.R.S. §35-393, the applicant 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. The 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, contact release document or written notice to proceed.

**State of Arizona**

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
 Chief Procurement Officer



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**SCOPE OF WORK**

**1. INTRODUCTION**

The Governor's Office of Energy Policy (Energy Office) is soliciting applications from local governments, towns, cities and counties that are not eligible for direct formula grants from the U.S. Department of Energy (DOE) to reduce total energy use and to improve the energy efficiency in transportation, buildings and other appropriate sectors. The Energy Office has been allocated up to approximately \$250,000, from the DOE American Recovery and Reinvestment Act (ARRA) funds. The funds are to be used for the Arizona Balance of State Energy Efficiency and Conservation Block Grant (ABS-EECBG) Program. The Energy Office will be accepting applications for funding allocations to non-direct local Arizona government entities. Projects must be completed by July 31, 2012.

- 2. PURPOSE:** The purpose of the ABS-EECBG is to assist as many communities as possible to engage in the development of energy efficiency and/or renewable energy activities which will lay the ground work for building a sustainable energy future. The ABS-EECBG funds are limited to the eligible activities found in section 4. Eligible Projects.

The primary objective of the ABS-EECBG program is to assist, coordinate, and collaborate with eligible local government entities in applying for projects focused on increasing energy efficiency, reducing total energy use, reducing fossil fuel emissions and creation of jobs.

- 3. ELIGIBLE APPLICANTS:** Arizona cities and towns with populations under 35,000 and Gila, Graham, Greenlee, La Paz, and Santa Cruz counties. Only applicants that have completed previous EECBG formula-funded activities are eligible to apply.

- 4. ELIGIBLE PROJECTS** – The following Projects are the only activities for which the Applicant may submit an application.

a. **Energy Efficient Retrofits:** Grants for the purpose of performing energy efficiency retrofits.

b. **Energy Efficiency and Conservation Program:** Development and implementation for buildings and facilities.

c. **Transportation:** Development and implementation of program to conserve energy, including but not limited to:

- ◆ Promoting use of satellite work centers.
- ◆ Development and promotion of zoning guidelines or requirements that promotes energy efficient development.
- ◆ Development of [non-highway] infrastructure such as bike lanes and pathways and pedestrian walkways.
- ◆ Synchronization of traffic signals.
- ◆ State/locals/regional integrated planning activities (i.e. transportation, housing, environmental, energy, land use) with the goal of reducing greenhouse gas emissions and vehicle miles traveled.
- ◆ Incentive programs to reduce commutes by single occupancy vehicles.
- ◆ Improvements in operational and system efficiency of the transportation system such as implementation of intelligent transportation system (ITS) strategies.
- ◆ Idle-reduction technologies and/or facilities to conserve, energy reduce harmful air pollutants, and greenhouse gas emissions from freight movement.

d. **Building Codes and Inspection:** Development of program to promote building energy efficiency.

e. **Material Conservation** (recycling) program:

Implementation of activities to increase participation and efficiency rates for material conservation programs, including source reduction, recycling, and recycled content procurement programs that lead to increases in energy efficiency.



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**SCOPE OF WORK**

- f. **Traffic Signals and Street Lighting:** Replacement with energy efficient lighting technologies.
- g. **Renewable Technology:** Development, implementation and installation on or in any Government building that generate electricity from renewable resources. Renewable energy technology installations are allowed on or in a government building of the applicant. Installations are also allowed on the site of a government building of the applicant provided the renewable energy system is physically connected to the building and supplies power directly to serve the building's energy load. The power generated by the installed system can supply any percentage of the building's load, and does not have to be wholly consumed by the building.

**5. REQUIREMENTS**

- a. Requested funding shall not exceed \$50,000 per application.
- b. Applicants may submit multiple applications. Separate applications must be submitted for each project including all Exhibits.
- c. Awarded projects must be started and completed expeditiously and comply with all ARRA and federal grant requirements. Grant recipients will be required to provide project data for ARRA reports. Grant recipients would receive report form templates and further guidance from the program administrator.
- d. Funds Leveraged: The Governor's Office of Energy Policy does not require that sub-awards be matched or leveraged; however, the EECBG funds will go further in meeting the goals and objectives of projects or activities if they are leveraged. Applications that provide supporting evidence of secured leveraged funds, in-kind monetary contributions, or other financial support mechanisms will receive additional priority points.
- e. The Application must describe strategies and projects that will be utilized to replace Btu in the community.
- f. The Application must also provide strategies to develop and implement processes that guarantee transparency of any of these additional support mechanisms.
- g. The Governor's Office of Energy Policy shall be responsible for overall management of this grant program. Awardees will be provided a contact name and number for staff responsible for management of this program.
- h. Keep a copy of this solicitation and your grant application. If awarded, the Subgrantee shall be bound to the services listed in the grant application and based upon the solicitation, including all terms, conditions, specifications, amendments, clarifications, etc.
- i. Upon award, Governor's Office of Energy Policy will provide grant reimbursement guidelines and forms. Governor's Office of Energy Policy will not process payment request without receiving a monthly progress report. Grant proceeds will be disbursed to grantee on a reimbursement basis. Grantee shall furnish Governor's Office of Energy Policy an invoice, including copies of all supporting evidence of project expenditures, in sufficient detail to justify payment. Governor's Office of Energy Policy will have awardees submit a Payment Request form with invoices. All distributions are on a cost reimbursement basis for the amount of the invoice and not to exceed the awarded amount. When a Payment Request is submitted for project costs, adequate records are essential. There must be specific supporting evidence for EACH item of cost claimed—estimates are not sufficient.
- j. Ineligible expenses include but may not be limited to:
- Work done or equipment ordered, purchased or installed before the selected grantee receives written approval of a fully executed grant contract and notice to proceed



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- Costs for equipment or work not included in an approved grant contract or cost overruns
- Environmental assessments (EA) or environmental impact statements (EIS)
- Decontamination and/or decommissioning (D&D) costs
- Cost of developing or presenting proposals in response to this RFGA.

- k. Notwithstanding any other payment provision of this contract, failure of the Subgrantee to submit required reports when due, or failure to perform or deliver required work, supplies, or services, will result in the withholding of payment under this contract unless such failure arises due to causes beyond the control and without the fault of negligence of the Subgrantee.
- l. Each successful applicant must provide the following prior to a contract being executed: (a) Dun and Bradstreet Universal Numbering System (DUNS) number for the fiscal agent; and (b) proof of current registration in the Central Contractor Registration (CCR) database. Additionally, CCR registration must be maintained for the term of the contract. The DUNS website is located at <http://fedgov.dnb.com/webform>. The CCR registration information may be found at <https://www.bpn.gov/ccr/default.aspx>.
- m. Match funded activities, whether funded by cash, in-kind or rebate must be documented in the same manner as grant funded activities. The source must be documented. The value placed on loaned or donated equipment may not exceed its fair rental value. The value placed on donated services must be consistent with the rate of compensation paid for similar work in the organization or the labor market. Fringe benefits may be included in the valuation. Volunteer services must be documented and to the extent feasible, supported by the same methods used by the recipient organization for its own employees.
- n. All funds designated as match are restricted to the same uses as designated in the Eligible Projects section of this RFGA and must be expended within the grant period. Applicants are contractually obligated to fulfill the agreed upon amount of match that is offered.
- o. Grant funds must supplement and not supplant state, federal or local funds. Subgrantees shall identify the current sources of match funding from non-federal monies.

**4. DELIVERABLES**

- a. Progress reports will be required of awardees to document the status of the project and grant expenditures. The progress report template will be provided by the GOEP and are due monthly. A final report will also be required.
- b. After contract award, the GOEP will provide technical assistance on the reports and the reporting requirements.



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**SPECIAL INSTRUCTIONS TO APPLICANTS**

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**1. APPLICATION INSTRUCTIONS**

This RFGA contains the instructions governing the content and format of the applications to be submitted and the Contract terms and conditions, if awarded. Applicants will be required to submit the documents and exhibits/attachments being requested as outlined in the RFGA. To prepare your application, read this document and its exhibits/attachments. Follow the instructions and guidelines found in each of the document sections. Prepare a budget and budget narrative detailing cost calculations.

Keep a copy of this solicitation and your grant application. If awarded, the Subgrantee shall be bound to the services listed in the grant application and based upon the solicitation, including all terms, conditions, specifications, amendments, etc.

The Governor's Office of Energy Policy shall be responsible for the overall management of this grant. The GOEP shall be responsible for all activities related to application submission, review of applications, awarding of contracts, and all subsequent program monitoring.

Applicant Contacts: The Procurement Office will address questions regarding this Request for Grant Application, regarding technical specifications and the application process. For questions, contact the Procurement Manager:

Sarah Bean  
Procurement Manager  
sbean@az.gov  
fax: (602) 542-5522

Applicants may not contact the employees of the Governor's Office of Energy Policy regarding this procurement activity while the formal solicitation process is underway.

**2. BID OPENING**

Applications shall be opened publicly at the time and place designated on the cover page of this document. The name of each Offeror shall be read publicly and recorded. Applications will not be subject to public inspection until after contract award.

**3. AWARD NOTIFICATION**

All applicants will be notified about funding results at the same time in writing, whether or not they were selected for funding. However, pursuant to A.R.S. §41-2702(E), all applications shall not be open for public inspection until after grants are awarded. A.R.S. §41-2702(G) also state the evaluator assessments shall be made available for public inspection no later than thirty (30) days after a formal award is made.

**4. REQUIRED REVIEW**

Applicants should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and received by the Governor's Office of Energy Policy at least seven (7) days prior to the application's due date. Protests based on any omission or error, or on the content of the solicitation, may be disallowed if these faults have not been previously brought to the attention of the GOEP as required herein.

In the event of a contract awarded, no plea of ignorance of conditions that exist, or may hereafter exist, or of difficulties that may be encountered in the provision of services under the contract will be accepted as an excuse for any failure or omission on the part of the contractor to fulfill in every detail all of the requirements of the contract, nor accepted as a basis for any claims for extra compensation.

**5. EXCEPTIONS**

An Applicant who takes exception to any portion of the solicitation must do so pursuant to the Uniform Instructions to Offeror. If the Applicant is taking exception to a section or sections of the Solicitation, the Applicant shall designate a section in the application entitled "Exceptions." Taking exception to the terms and conditions of the solicitation may result in an application receiving a lower evaluation score. Low evaluation scores may result in the application being determined not susceptible of award. Any exception to the terms and conditions should provide sufficient justification to detail the reason the exception is advantageous to the



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Governor's Office of Energy Policy and the State of Arizona. The Uniform Instructions to Offerors shall be found at [http://spo.az.gov/admin\\_policy/spm/forms/default.asp](http://spo.az.gov/admin_policy/spm/forms/default.asp).

**6. OFFER ACCEPTANCE PERIOD**

Applications shall be irrevocable offers for 120 days after the application due date.

**7. RESPONSIVENESS AND ACCEPTABILITY**

Applications may not be considered responsive and/or acceptable if they do not contain information sufficient to evaluate the application in accordance with the factors identified in the solicitation or other necessary application components. Necessary components include: an indication of the Offeror's intent to be bound, method of approach, budget information, and the required forms. Applicants missing exhibits, solicitation amendments, financial documents and any stated requirements presented throughout this RFGA shall be deemed non-responsive. Non-responsive applications are not susceptible for award and shall not be evaluated.

**8. EVALUATION CRITERIA**

Evaluation criteria are listed in the order of importance. Awards will be made to those proposals that are determined to be reasonably susceptible for award and are most advantageous to the State based on the following criteria:

- A. **ENERGY EFFICIENCY ACHIEVED IN RELATION TO COST AND/OR ENERGY GENERATED IN RELATION TO COST.** Energy Savings/Generation must be calculated using the "Recovery Acts Benefits Calculator" on Department of Energy website: <http://www1.eere.energy.gov/wip/guidance.html> . Additional supporting documentation may be attached. Maximum 35 points.
- B. **PROJECT METHODOLOGY.** A project strategy that clearly describes the outcomes. A timeline that is reasonable and understandable and that indicates project completion by July 31, 2012. Maximum 30 points
- C. **PROJECT MANAGEMENT.** The Applicant has demonstrated the ability to provide project management. The Applicant has identified subcontractor(s) which have experience implementing the proposed project. Maximum 20 points.
- D. **BUDGET.** The proposed budget is complete, accurate and reasonable. The applicant's capacity to administer the proposed program funding request has been demonstrated based upon review of the applicant's audit reports. Projects will be evaluated based on the Energy Saving/Generated in relation to the Return on Investment (ROI) ratio. The ROI will be based on the EECBG grant funds requested. Maximum 15 points

Applications that provide supporting evidence of secured leveraged funds, in-kind monetary contributions, or other financial support mechanisms will receive additional priority points at 5 points.

The Governor's Office of Energy Policy reserves the right to consider historic information and facts, whether gained from the applicant's application, negotiations, references, or other sources and the views of the evaluator(s) with prior Contract or service delivery experience with any of the applicants while conducting the application evaluations.

**9. CLARIFICATIONS**

The Governor's Office of Energy Policy may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in applications. Clarifications shall not otherwise afford the offerors the opportunity to alter or change its application.

**10. NEGOTIATIONS**

The Governor's Office of Energy Policy reserves the option to conduct negotiations with Applicants who submit applications determined to be in the competitive range or reasonably susceptible of being selected for award. If negotiations are conducted, the



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Governor's Office of Energy Policy shall issue a written request for final application revisions. Award may be made without negotiations, therefore, offers shall be submitted complete and on the most favorable terms.

**11. PROPOSAL FORMAT**

**One (1) original and Five (5) copies** of each application should be submitted on the forms and in the format specified in the RFGA. The original copy of the proposal should be clearly labeled "**ORIGINAL**". The Offeror and Acceptance sheet should show the requesting organization and be submitted with two signed original copies of the Offeror and Acceptance form.

Applications shall be securely contained in some form of binder. Three-ring binders are acceptable.

Applications should not be placed in a folder, spiral bound, stapled or held together with rubber bands, paper clips or binder clips.

Responses should be typed, single-spaced with one-inch margins or wider with a 12 point font used.

The application shall be submitted in a sealed envelope or container that clearly identifies its contents as a response to RFGA No. EW-ESA-12-2213-00 with the Applicant's name clearly printed.

The application shall be presented in the following order:

1. Offer and Acceptance forms;
2. EECBG Project Summary, Exhibit A;
3. Project Methodology (five page limit);
4. Project Management (one page limit);
5. Energy Savings/Generation Data Table, Exhibit B;
6. Project Budget, Exhibit C;
7. Implementation Table, Exhibit D;
8. A-133 Audit or the Audited Financial Statements, as applicable;
9. U.S. Department of Energy Golden Field Office Environmental Checklist, Exhibit E;
10. Grant Solicitation Amendments (if issued).

**12. INSTRUCTIONS FOR PROVIDING THE INFORMATION REQUESTED**

**Offer and Acceptance forms**

The Offeror shall submit two (2) signed originals of the Offer and Acceptance form. The Offer and Acceptance form is located on page 3 of the Contract. If the Offeror's application is accepted, the bottom half shall be completed on behalf of the Governor's Office of Energy Policy and shall be returned to the Offeror, thereafter known as the Contractor to attach to the solicitation records kept by the Offeror.

**Project Methodology**

The Project Methodology should be titled "Project Methodology," (limited to five (5) pages, single sided with one inch margins and number 12 font): **Annual Energy Savings must be calculated using the "Recovery Acts Benefits Calculator" at Department of Energy website: <http://www1.eere.energy.gov/wip/guidance.html> . Attach any additional supporting documentation.**

1. Complete the "EECBG Project Summary"
2. Provide a description of the energy efficiency project, including:
  - Description of existing equipment
  - Description of replacement
  - Estimate amount of Energy Saving/Generation
  - Cost of Equipment/Materials
  - Installation costs
  - Annual energy savings



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3. Include information that will substantiate the energy savings/generation
4. Provide a copy of vendor quote.
5. Include a detailed project timeline.

**Project Management**

As a separate page, labeled "Project Management," provide a one page description (single sided with one inch margins and number 12 font) of similar project experience and the ability of the person(s) who will manage the installation of the proposed project so as to demonstrate the Applicant's ability to successfully deliver the proposed project. If the applicant intends to use subcontractors to perform the installation, describe how the subcontractors will be acquired including estimated dates. Describe what steps will be undertaken to determine appropriate licensure and qualifications of the vendor.

**Energy Savings/Grant Data Table, Exhibit B**

Complete as needed for your project.

**Project Budget**

Complete the Project Budget. Provide quotes from qualified/licensed contractors. This information will be necessary to establish accurate estimates of the project costs. The Return on Investment will be calculated on the EECBG grant funds requested.

The applicant is not required to use the contractors from whom quotes were obtained. After grants are awarded, the Applicant shall procure all services and material acquired under this contract in accordance with their organization's policies.

Rebates or Incentives: If rebates are available to the Applicant, the Applicant shall estimate the rebate amount anticipated and include it in their budget. If rebates are included as part of the Project Budget, the Applicant shall explain how the project will be funded if the rebate is not received.

Applicants should add line items to the budget that are specific to the chosen project. (E.g. equipment, installation, printing costs for program materials, personnel, travel, contracted services, supplies, etc.). Allowable costs must be checked using the OMB Circulars for local governments, which include 2 CFR part 225 (A-87) for cost principles; A-102 for administrative requirements and A-133 for audit requirements. This information may be obtained at [http://www.whitehouse.gov/omb/grants\\_attach](http://www.whitehouse.gov/omb/grants_attach).

**Implementation Table, Exhibit D.**

Complete the form for your project.

**Audited Financial Statements or A-133 Audits**

Provide two copies of the most recent audited financial documents with the original application per the Single Audit requirement on page 11, term and condition no. 9. Five photocopies are not required for the audits.

**U.S. Department of Energy Golden Field Office Environmental Checklist**

Complete the U.S. Department of Energy Golden Field Office Environmental Checklist, Exhibit D. Instructions are on the form.

**Grant Solicitation Amendments** (if issued); and

It is the sole responsibility of applicants to check the Governor's website frequently for any solicitation amendments to this RFGA at <http://www.azenergy.gov>.

**13. GOVERNOR'S OFFICE OF ENERGY POLICY'S RIGHTS**

Notwithstanding any other provision of the RFGA, the Governor's Office of Energy Policy expressly reserves the right to:

- A. Waive any immaterial defect or informality;
- B. Reject any or all applications, or portions thereof; or
- C. Reissue a RFGA.



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**14. DEFINITION OF TERMS**

- A. Shall, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- B. Should: Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the State may, at its sole option, ask the offeror to provide the information or evaluate the proposal without the information.
- C. May: Indicates something that is not mandatory but permissible



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1. **Term of Contract:** The term of the contract is anticipated to begin April 1, 2012 and shall remain in effect until July 31, 2012, contingent upon final federal award, unless terminated, canceled or extended as otherwise provided herein.
2. **Documents Incorporated by Reference:** The State of Arizona's Uniform Instructions to Offerors (Rev 8) and Uniform Terms and Conditions (Rev 8) are incorporated into this Contract as if fully set forth herein. Applicants are encouraged to obtain these documents. Applicants may obtain copies by visiting the Arizona State Procurement Office website at [http://spo.az.gov/Admin\\_Policy/SPM/Forms/default.asp](http://spo.az.gov/Admin_Policy/SPM/Forms/default.asp).
3. **Subgrantee Assurances:** Subgrantee agrees to comply with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including administrative requirements with the use of this funding.
4. **Funding:** Requested funding must be submitted in an all-inclusive basis. The Governor's Office of Energy Policy will only reimburse costs included on the Subgrantee's approved budget.
5. **Contract Renewal:** The contract shall not bind nor purport to bind the Governor's Office of Energy Policy for any contractual commitment in excess of the original contract period or amount. The Governor's Office of Energy Policy shall have the right, at its sole option, to renew the contract.
6. **Key Personnel:** It is essential that the Subgrantee provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract.
7. **Multiple Awards:** In order to ensure adequate coverage of the Governor's Office of Energy Policy requirements, multiple awards may be made.
8. **Audit of Records:** In accordance with A.R.S. §35-214 and §35-215, the Subgrantee 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 or Federal Government at reasonable times. Upon request, the Subgrantee shall produce the original of any or all such records. Copies shall be produced upon request.
9. **Single Audit:** In compliance with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), grant sub-recipients expending \$500,000 or more of Federal funds from all sources during the organization's fiscal year, must have an annual audit conducted in accordance with OMB Circular #A-133, "Audits of States, Local Governments and Non-profit Organizations."

If your organization is subject to the requirements of the A-133 Single Audit Act, then attach two copies of your organization's most recently completed A-133 Single Audit with the Management Letter, Findings and Questioned Costs to the completed application.  
OR

If your organization is not subject to A-133, submit two copies of the most recently completed audit of financial statements.

10. **Payment:** This shall be a cost reimbursement contract based upon the budget approval.

Reimbursement requests must be submitted to GOEP on a Payment Request Form. In addition, the following reports shall be submitted:

- Monthly Progress Report
- Project status compared to timeline

All documents must indicate the Agreement number.

GOEP shall provide the following report forms:

- Payment Request Form
- ARRA Sub-Vendor Report Form



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Reimbursement requests will be processed for payment upon determination that all reporting elements have met requirements. If reimbursement requests do not meet requirements, GOEP will provide a report listing areas out of compliance and remedies needed to bring the request into compliance.

All Payment Request Forms and Report Forms must be directed to: Governor's Office of Energy Policy, EECBG Grants Administrator, 1700 W. Washington, Suite 220, Phoenix, Arizona 85007.

The Contractor will be reimbursed based on the rates established by the approved budget contained herein. Grant proceeds will be disbursed to the Contractor on a reimbursement basis. The Contractor shall furnish GOEP an original invoice, including copies of all supporting evidence of project expenditures, in sufficient detail to justify payment. The invoice documents shall be separate from the progress report documents and must show expenditures by line item. All documents must identify the contract name and number. The invoice will be processed for payment upon receipt and approval. The Contractor shall submit final request for reimbursement to GOEP within 30 days of completion of the project.

If the Contractor is in any manner in default in the performance of any obligation under this contract, GOEP may at its option, in addition to other remedies, adjust or withhold payment until satisfactory resolution of the default. The contractor shall have the right to written notice from GOEP of the action in adjusting or withholding payment. Under no circumstances shall GOEP authorize payment to grantee that exceeds the amount specified in this contract. GOEP may at its option, withhold all payment under the contract until it has received all reports and deliverables required.

11. **Monitoring Requirements:** Subgrantee acknowledges that requirements may change as governmental regulations change and assures that it will comply with applicable reporting and operational requirements related to the programmatic and financial performance of this grant.
12. **Flow Down Requirement:** Contractor shall comply with requirements of applicable Federal, State, and local laws, regulations, DOE and Governor's Office of Energy Policy policies and guidance, and shall flow down the requirements of applicable Federal, State, and local laws, regulations, DOE and Governor's Office of Energy Policy policies and guidance to subcontractors at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.
13. **Program Review and Site Visits:** Governor's Office of Energy Policy 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 Governor's Office of Energy Policy 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.
14. **Rights in Data:** Governor's Office of Energy Policy 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.
15. **National Environmental Policy Act (NEPA) Requirements:**
  - An environmental questionnaire must be submitted to Governor's Office of Energy Policy for each project. DOE will conduct an individual NEPA review and determination for those projects that do not qualify for a categorical exclusion. All applicants must complete the environmental questionnaire even if the project qualifies for a categorical exclusion.
  - No project should be initiated if an environmental assessment (EA) or environmental impact statement (EIS) is required. This restriction does not preclude 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 project you propose, the applicant 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, applicants 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.



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16. Decontamination and or Decommission (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:
- D&D of any of the recipient's facilities;
  - Any costs which may be incurred by the recipient in connection with the D&D of any of its facilities due to the performance of the work under this Contract, whether said work was performed prior to or subsequent to the effective date of this Contract.

17. Historic Preservation:  
The section 106 process seeks to accommodate historic preservation concerns with the needs of Federal undertakings through consultation among the agency official and other parties with an interest in the effects of the undertaking on historic properties, commencing at the early stages of project planning. The goal of consultation is to identify historic properties potentially affected by the undertaking, assess its effects and seek ways to avoid, minimize or mitigate any adverse effects on historic properties.

The Department of Energy, the Governor's Office of Energy Policy and the State Historic Preservation Officer (SHPO) have developed a Statewide Programmatic Agreement (PA). As long as the contractor adheres to the scope of work in conformance with this executed PA, the contractor need not perform any further Section 106 review. The Statewide Programmatic Agreement" is available at the Dept of Energy website: [http://www1.eere.energy.gov/wip/historic\\_preservation.html](http://www1.eere.energy.gov/wip/historic_preservation.html).

18. Audit Trails: Subgrantee shall maintain proper audit trails for all reports related to this contract. The Governor's Office of Energy Policy reserves the right to review all program records, including fiscal and programmatic records.
19. Fund Management: The Subgrantee must maintain funds received under this contract in separate ledger accounts and cannot mix these funds with other sources. Subgrantee must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Subgrantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

Financial Management  
Procurement  
Personnel  
Property  
Travel

A system is adequate if it is: 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds. The Governor's Office of Energy Policy reserves the right to review all business systems policies.

20. Non-Discrimination/Civil Rights: All parties to this agreement agree to comply with Title VII of the Civil Rights Act of 1964, as amended and State Executive Order No. 09-09, which mandates that all persons, regardless of race, religion, color, age, sex, or national origin shall have equal access to employment opportunities. All parties shall comply with federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. All parties shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Subgrantee agrees to comply, and will require any subcontractor(s) to comply with any Federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968 (42 U.S.C. §3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).



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In accordance with A.R.S. §41-1461 et seq., Subgrantee shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Subgrantee shall comply with the Americans with Disabilities Act.

21. **Compliance with Applicable Laws:** All parties to this agreement shall comply with all applicable federal, state and local laws.
22. **Licenses:** Subgrantee shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Subgrantee.
23. **Amendments:** Any change in the contract, including changes to the scope of work and/or material budget changes described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the Subgrantee and the Governor's Office of Energy Policy. The Governor's Office of Energy Policy may approve or reject any request for an amendment, when necessary. Any such amendment shall specify an effective date, any increases or decreases in the amount of the Subgrantee's compensation, if applicable, and entitled as an "Amendment" and signed by the parties identified in the preceding sentence. The Subgrantee expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the contract.
24. **Availability of Funds for the Next Fiscal Year:** In accordance with A.R.S. §35-154, every payment obligation of the State under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subgrantee in support of this Agreement. The Governor's Office of Energy Policy obligation for performance of this contract beyond this fiscal year is contingent upon the availability of funds from which payment for contract purposes can be made and based on program performance.
25. **Subcontractors:** The Subgrantee agrees and understands that no subcontract which the Subgrantee enters into with respect to performance under this contract shall in any way relieve the Subgrantee of any responsibility for performance of its duties. Notwithstanding anything to the contrary contained in this Agreement, the Subgrantee is not an employee or agent of the Governor's Office of Energy Policy. In the event the Subgrantee elects to retain a subcontractor for assistance with part of the project, the Subgrantee hereby agrees to hold harmless, indemnify and defend the Governor's Office of Energy Policy, the State of Arizona, their officers, agents, employees, successors and assigns for any payment, loss, claim or liability including but not limited to, attorney fees associated with any subcontract entered into by the Subgrantee. It is highly recommended by the Governor's Office of Energy Policy that a Memorandum of Understanding or some other type of contract is in place between the Subgrantee and a Subcontractor for services to be performed, and in which a payment amount has been negotiated and approved, so as to avoid any misunderstanding between both parties.
26. **Paragraph Headings:** The descriptive headings of this Contract are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions in this Contract.
27. **No Waiver:** Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
28. **Force Majeure:** If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of god, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of or payment for such act will be excused for the period of the delay.
29. **Offshore Performance of Work Prohibited:** Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This



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provision applies to work performed by subcontractors at all tiers. Applicants shall declare all anticipated offshore services in the application.

30. **Arbitration:** In accordance with A.R.S. §12-1518, the parties agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes (Title 41).
31. **Partial Invalidity:** Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.
32. **Governing Law:** This Agreement shall be governed and interpreted by the laws of the State of Arizona. The venue for any proceedings, actions, or suits arising from this Agreement shall be in Maricopa County, Arizona.
33. **Authority to Execute this Contract:** Each individual executing this Contract on behalf of the Subgrantee represents and warrants that he or she is duly authorized to execute this Contract.
34. **Entire Contract:** This Contract and its Exhibits/Attachments constitute the entire Contract between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Terms and Conditions, Section 24, Amendments of this Contract; provided, however, that the Governor's Office of Energy Policy shall have the right to immediately amend this Contract so that it complies with any new legislation, laws, ordinances, or rules affecting this Contract. The Subgrantee agrees to execute any such amendment within ten (10) business days of its receipt. All prior and contemporaneous agreements, representations, and understandings of the parties, oral or written, pertaining to the subject matter hereof, are hereby superseded or merged herein.
35. **Assignment and Delegation:** Subgrantee may not assign any rights hereunder without the express, prior written consent of both parties.
36. **Indemnification:** Subgrantee shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (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 Subgrantee or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Subgrantee 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 Subgrantee from and against any and all claims. It is agreed that Subgrantee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Subgrantee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Subgrantee for the State of Arizona.
37. **Public Agency Language Only - Indemnification:** Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, the other governmental entity shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing,



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investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (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 the other governmental entity’s contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such 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 such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

**38. Insurance Requirements:** The Subgrantee and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Subgrantee, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Subgrantee from liabilities that might arise out of the performance of the work under this contract by the Subgrantee, its agents, representatives, employees or subcontractors, and Subgrantee is free to purchase additional insurance.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

Subgrantee shall provide coverage with limits of liability not less than those stated below. Within ten (10) business days following notification of award, certificates of insurance must be submitted to the Governor’s Office of Energy Policy, clearly stating the applicable contract number, effective date(s) of coverage, and limits of liability required pursuant to the contract.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$1,000,000
Fire Legal Liability	\$ 50,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Subgrantee”.

Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Subgrantee.

**2. Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.  
Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Subgrantee, involving automobiles owned, leased, hired or borrowed by the Subgrantee”.



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Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Subgrantee.

**3. Worker's Compensation and Employers' Liability**

Workers' Compensation

Employers' Liability

Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Subgrantee.

This requirement shall not apply to: Separately, EACH Subgrantee or subcontractor exempt under A.R.S. §23-901, AND when such Subgrantee or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

**4. Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Subgrantee warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

**B. ADDITIONAL INSURANCE REQUIREMENTS**

The policies shall include, or be endorsed to include, the following provisions:

The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Subgrantee, even if those limits of liability are in excess of those required by this Contract.

The Subgrantee's insurance coverage shall be primary insurance with respect to all other available sources.

Coverage provided by the Subgrantee shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION**

With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (Governor’s Office for Children, Youth & Families, Sarah Bean, Procurement Manager, 1700 West Washington, Suite 101, Phoenix, AZ 85007) and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an “A.M. Best” rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Subgrantee from potential insurer insolvency.



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**E. VERIFICATION OF COVERAGE**

Subgrantee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to (Governor's Office for Children, Youth & Families, Sarah Bean, Procurement Manager, 1700 West Washington, Suite 101, Phoenix, AZ 85007). The Governor's Office of Energy Policy project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

**F. SUBCONTRACTORS**

Subgrantees' certificate(s) shall include all subcontractors as insureds under its policies or Subgrantee shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

**G. APPROVAL**

Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**H. EXCEPTIONS**

In the event the Subgrantee or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Subgrantee or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

- 39.** Confidentiality of Records: Subgrantee shall establish and maintain procedures and controls that are acceptable to the Governor's Office of Energy Policy for the purpose of assuring that no information contained in its records or obtained 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 Governor's Office of Energy Policy. The Subgrantee also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Subgrantee as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the State.
- 40.** Confidential Information: If a person believes that any portion of a proposal, bid, offer, application, specification, protest or correspondence contains information that should be withheld, then the Procurement Manager for the Governor's Office of Energy Policy 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.A.C. R2-7-103, 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 A.R.S. §41-2611 through §41-2616.
- 41.** Cancellation: The Governor's Office of Energy Policy reserves the right to cancel the whole or any part of the contract due to failure of the Subgrantee to carry out any term, promise, or condition of the contract. The Governor's Office of Energy Policy will issue a written ten (10) day notice of default to the Subgrantee for acting or failing to act as in any of the following:

The Subgrantee provides personnel that do not meet the requirements of the contract.

The Subgrantee fails to perform adequately the services required in the contract.

The Subgrantee attempts to impose on the Governor's Office of Energy Policy, personnel that are of an unacceptable quality.



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The Subgrantee fails to furnish the required product within the time stipulated in the contract.

The Subgrantee fails to make progress in the performance of the requirements of the contract and/or gives the Governor's Office of Energy Policy a positive indication that the Subgrantee will not or cannot perform to the requirements of the contract.

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

42. Cancellation for Conflict of Interest: In accordance with A.R.S. §38-511, the Governor's Office of Energy Policy may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the matter of the contract. Such cancellation shall be effective when the parties to the Contract receive written notice from the Governor's Office of Energy Policy, unless the notice specifies a later time.
43. Termination: Governor's Office of Energy Policy 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 Governor's Office of Energy Policy, 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.
44. 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 applicant must include a letter with its application 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 Governor's Office of Energy Policy also may exercise any other remedy available by law.
45. 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 Governor's Office of Energy Policy also may exercise any other remedy available by law.
46. Restrictions on Lobbying: The Subgrantee shall not use these funds to pay for, influence, or seek to influence any officer or employee of the State of Arizona or the federal government if that action may have an impact, of any nature, on this agreement.
47. 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, swimming pool.
48. Counterparts: This Contract may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Contract.
49. Federal Immigration And Nationality Act: The Subgrantee shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the Subgrantee shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of the Subgrantee and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Subgrantee and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default and suspension and/or debarment of the Subgrantee.



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50. E-Verify Requirements: To the extent applicable under A.R.S. §41-4401, the Subgrantee and its subcontractors warrant compliance with all federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. §23-214, Subsection A. The Subgrantee shall require all subcontractors to abide by this provision during the term of the Contract. The compliance requirements for A.R.S. § 41-4401 are:
- 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.)
  - 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.
  - 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.
  - 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.
  - Questions about E-Verify see website below:  
<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=6a0988e60a405110VgnVCM1000004718190aRCRD&vgnnextchannel=6a0988e60a405110VgnVCM1000004718190aRCRD>

52. Notices  
After contract award, 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:

**GOVERNOR'S OFFICE OF ENERGY POLICY:**

Arizona Department of Governor's Office of Energy Policy  
Energy Office – Lisa Henderson  
EECBG Program Administrator  
1700 W. Washington, Suite 220  
Phoenix, AZ 85007  
PHONE 602-771-1134  
FAX 602-771-1203  
EMAIL: [lhenderson@az.gov](mailto:lhenderson@az.gov)

Each notice shall be deemed to have been given or made when so delivered or mailed. Notification of change shall be delivered to Governor's Office of Energy Policy and Contractor within ten (10) days of any change affecting this provision.



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**SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER  
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

**Preamble**

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) 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 counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

**Definitions**

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be incurred by September 13, 2012.

Non-Federal employer means any employer with respect to covered funds – the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

**Special ARRA Provisions**

**1. Flow Down Requirement**

Recipients must include these special terms and conditions in any subaward.

**2. Segregation of Costs**

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds



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from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

**3. Prohibition on Use of Funds**

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

**4. Access to Records**

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G 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, subcontract, grant, or subgrant; and
- (2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

**5. Publication**

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

**Notice of Restriction on Disclosure and Use of Data**

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov), maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

**6. Protecting State and Local Government and Contractor Whistleblowers.**

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

**Prohibition on Reprisals:** An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, 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, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct, a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

**Agency Action:** Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:



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- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

**Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration:** Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any pre-dispute arbitration agreement. No pre-dispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

**Requirement to Post Notice of Rights and Remedies:** Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, [www.Recovery.gov](http://www.Recovery.gov), for specific requirements of this section and prescribed language for the notices.).

**7. Request for Reimbursement**

Language per original contract

**8. False Claims Act**

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, 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.

**9. Information in supporting of Recovery Act Reporting**

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

**10. Availability of Funds**

Funds appropriated under the Recovery Act and obligated to this award are available for reimbursement of costs incurred until September 13, 2012.

**11. Required use of American Iron, Steel, and manufactured goods -- section 1605 of ARRA**

11. (a) Definitions. As used in this award term and condition--

(1) Manufactured good means a good brought to the construction site for incorporation into the building or work that has been--

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.



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11. (b) Domestic preference.

(1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111--5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.

(2) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(1) of this section and condition if the Federal Government determines that--

- (i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
- (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

11. (c) Request for determination of inapplicability of Section 1605 of the Recovery Act . (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including--

- (1) A description of the foreign and domestic iron, steel, and/or manufactured goods;
- (2) Unit of measure;
- (3) Quantity;
- (4) Cost;
- (5) Time of delivery or availability;
- (6) Location of the project;
- (7) Name and address of the proposed supplier; and
- (8) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(2) of this section.
  - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.
  - (iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.
  - (iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(9) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(10) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

11. (d) Data. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison  
Description      Unit of measure    Quantity    Cost (dollars)\*



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Item 1:  
Foreign steel, iron, or manufactured good \_\_\_\_\_  
Domestic steel, iron, or manufactured good \_\_\_\_\_  
Item 2:  
Foreign steel, iron, or manufactured good \_\_\_\_\_  
Domestic steel, iron, or manufactured good \_\_\_\_\_

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]  
[\*Include all delivery costs to the construction site.]

**12. Resolution Of Conflicting Conditions**

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

**13. Statement Of Federal Stewardship**

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

**14. Site Visits**

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subawardees to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government 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. Reporting Requirements**

- a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.
- b. Dissemination of scientific/technical reports. Scientific/technical reports submitted under this award will be disseminated on the Internet via the DOE Information Bridge ([www.osti.gov/bridge](http://www.osti.gov/bridge)), unless the report contains patentable material, protected data, or SBIR/STTR data. Citations for journal articles produced under the award will appear on the DOE Energy Citations Database ([www.osti.gov/energycitations](http://www.osti.gov/energycitations)).
- c. Restrictions. Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

**16. Publications**

- a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number DE-EE0000858

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability



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or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

**17. Federal, State, And Municipal Requirements**

You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

**18. Intellectual Property Provisions And Contact Information**

a. The intellectual property provisions applicable to this award are provided as an attachment to this award or are referenced on the Agreement Face Page. A list of all intellectual property provisions may be found at [http://www.gc.doe.gov/financial\\_assistance\\_awards.htm](http://www.gc.doe.gov/financial_assistance_awards.htm).

b. Questions regarding intellectual property matters should be referred to the DOE Award Administrator and the Patent Counsel designated as the service provider for the DOE office that issued the award. The IP Service Providers List is found at [http://www.gc.doe.gov/documents/Intellectual\\_Property\\_\(IP\)\\_Service\\_Providers\\_for\\_Acquisition.pdf](http://www.gc.doe.gov/documents/Intellectual_Property_(IP)_Service_Providers_for_Acquisition.pdf)

**19. Lobbying Restrictions**

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

**20. Notice Regarding The Purchase Of American-Made Equipment And Products -- Sense Of**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

**21. Historic Preservation**

Prior to the expenditure of Federal funds to alter any structure or site, the Recipient 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 recipient 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 the following link: <http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>.

The Dept of Energy, the Governor's Office of Energy Policy formerly the AZ Dept of Commerce and the State Historic Preservation Officer (SHPO) have developed a Statewide Programmatic Agreement (PA). As long as the contractor adheres to the scope of work in conformance with this executed PA, the contractor need not perform any further Section 106 review. [The Statewide Programmatic Agreement](http://www1.eere.energy.gov/wip/historic_preservation.html) is available at the Dept of Energy website: [http://www1.eere.energy.gov/wip/historic\\_preservation.html](http://www1.eere.energy.gov/wip/historic_preservation.html).

**22. Waste Stream Management**

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

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>.



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**23. Wage Rate Requirements under section 1606 of ARRA**

22. (a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

22. (b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

**24. Recovery Act Transactions listed in Schedule of Expenditures of federal awards and recipient responsibilities for informing**

23. (a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111--5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A--102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A--102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

23. (b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A--133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF--SAC) required by OMB Circular A--133. OMB Circular A--133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF--SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF--SAC.

23. (c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

23. (d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

**25. Davis Bacon Act And Contract Work Hours And Safety Standards Act**

**Definitions:** For purposes of this article, Davis Bacon Act and Contract Work Hours and Safety Standards Act, the following definitions are applicable:



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(1) "Award" means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors and subcontractors.

(2) "Contractor" means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients' contractors, subcontractors, and lower-tier subcontractors. "Contractor" does not mean a unit of State or local government where construction is performed by its own employees."

(3) "Contract" means a contract executed by a Recipient, Subrecipient, prime contractor or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. "Contract" does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.

(4) "Contracting Officer" means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) "Recipient" means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(6) "Subaward" means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower- tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(7) "Subrecipient" means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

**26. (a) Davis Bacon Act**

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) ), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard



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to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered



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necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;



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(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 3729 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received



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prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in (a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.



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**27. (b) Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.



EXHIBITS

Exhibit A

**EECBG PROJECT SUMMARY**

**Community:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

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

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

**Please check appropriate Project Category below:**

- 1. Energy Efficient Retrofits:** Grants for the purpose of performing energy efficiency retrofits.
- 2. Energy Efficiency and Conservation Program:** Development and implementation for buildings and facilities.
- 3. Transportation: Development** and implementation of program to conserve energy, including but not limited to:
  - a. Promoting use of satellite work centers.
  - b. b. Development and promotion of zoning guidelines or requirements that promotes energy efficient development.
  - c. Development of [non-highway] infrastructure such as bike lanes and pathways and pedestrian walkways.
  - d. Synchronization of traffic signals.
  - e. State/locals/regional integrated planning activities (i.e. transportation, housing, environmental, energy, land use) with the goal of reducing greenhouse gas emissions and vehicle miles traveled.
  - f. Incentive programs to reduce commutes by single occupancy vehicles.
  - g. Improvements in operational and system efficiency of the transportation system such as implementation of intelligent transportation system (ITS) strategies.
  - h. Idle-reduction technologies and/or facilities to conserve energy, reduce harmful air pollutants, and greenhouse gas emissions from freight movement.
- 4. Building Codes and Inspection:** Development of program to promote building energy efficiency.
- 5. Material Conservation (recycling) program:** Implementation of activities to increase participation and efficiency rates for material conservation programs, including source reduction, recycling, and recycled content procurement programs that lead to increases in energy efficiency.
- 6. Traffic Signals and Street Lighting:** Replacement with energy efficient lighting technologies.
- 7. Renewable: Development, implementation and installation on or in any Government building that generate electricity from renewable** resources. Renewable energy technology installations are allowed on or in a government building of the applicant. Installations are also allowed on the site of a government building of the applicant provided the renewable energy system is physically connected to the building and supplies power directly to serve the building’s energy load. The power generated by the installed system can supply any percentage of the building’s load, and does not have to be wholly consumed by the building



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**EXHIBIT B**

**ENERGY SAVINGS/GENERATION DATA TABLES:**

Energy Savings/Generation must be calculated using the "Recovery Acts Benefits Calculator" on Department of Energy website: <http://www1.eere.energy.gov/wip/guidance.html> . Additional supporting documentation may be attached. This Department of Energy calculator provides energy savings results for all of the eligible projects.

**THIS SECTION TO BE COMPLETED FOR ANY PROPOSED PROJECT IN CATEGORIES A - F:**

**ENERGY SAVINGS DATA TABLE:**

PROJECT LOCATION	SQUARE FT	CURRENT CONDITION	PROPOSED CONDITION	AMOUNT	ANNUAL ENERGY SAVING (BTU'S)	ANNUAL ENERGY SAVING (\$)
<b>EXAMPLE: City Hall</b>	5000	8 SEER 5 ton HVAC	16 SEER 5 ton HVAC	4		

**THIS SECTION TO BE COMPLETED FOR PROPOSED RENEWABLE ENERGY PROJECTS:**

**RENEWABLE ENERGY GENERATED DATA TABLE:**

PROJECT LOCATION	SIZE KW	MOUNTING ORIENTATION	ANNUAL ENERGY GENERATED (BTU's)	ANNUAL ENERGY SAVINGS PER YR (\$)
<b>EXAMPLE: City Hall</b>	15KW	Horizontal		



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**EXHIBIT C**  
**PROJECT Budget**

**Describe the total cost of the project in the following table. The maximum grant award is \$50,000.**

**List the EECBG funds requested for the project. List all additional cost associated with the project, including but not limited to: equipment, materials/supplies, installation, and other cost.**

**NOTE: If there are costs in "Other", please describe in an attachment to this application.**

<b>EQUIPMENT COST</b>	\$
<b>COST OF MATERIALS/SUPPLIES</b>	\$
<b>INSTALLATION COST</b>	\$
<b>OTHER COSTS</b>	\$
<b>Administration</b> <i>(not to exceed 10% of the funding requested)</i>	\$
<b>Technical Assistance</b> <i>(not to exceed 20% of the funding requested)</i>	\$
<b>TOTAL EECBG FUNDING REQUESTED</b>	\$

<b>ADDITIONAL FUNDING</b>	\$
<b>Source of Additional Funding:</b>	
<b>TOTAL PROJECT BUDGET</b>	\$



RFGA No. EW-ESA-12-2213-00

**EXHIBITS**

Governor's Office of Energy Policy  
1700 W. Washington. Suite 220  
Phoenix, Arizona 85007

**Exhibit D**

**IMPLEMENTATION PLAN**

<b>TASK</b>	<b>PERSON RESPONSIBLE</b>	<b>START DATE</b>	<b>END DATE</b>
EXAMPLE: Procurement of Contractor	Legal Dept	3/1/2012	4/15/2012

Develop an estimated schedule that lists tasks and indicate the amount of time it will take to complete the project. Please attach additional sheets to describe the schedule if necessary.



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Exhibit E

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

PART I: General Information

DOE Project Officer: Lisa Henderson Date: ST: ARIZONA
Project Title: ARIZONA ENERGY EFFICIENCY FOR NON-PROFIT ORGANIZATIONS
Organization Name:

Solicitation Number: EW-ESA-12-2136-00

Award Number: NONE YET

- 1. Please describe the intended use of DOE funding in your proposed project.
2. Does any part of your project require review and/or permitting by any other federal, state, regional, local, environmental, or regulatory agency?
3. Has any review (e.g. NEPA documentation, permits, agency consultations) been completed?
4. Is the proposed project part of a larger scope of work?
5. Does the scope of your project only involve on or more of the following?

Recipient Preparer: Recipient Phone: Recipient Email:

Recipient Contact: Recipient Phone: Recipient Email:



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**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)		
2	Dredge and/or Fill. Specify the number of acres involved.		
3	New or Modified Federal/State Permits and/or Requests for Exemptions.		
4	Pre-Existing Contamination		
5	Asbestos		
6	Criteria Pollutants		
7	Non-Attainment Areas		
8	Class I Air Quality Control Region		
9	Navigable Air Space		
10	Areas with Special Designations (e.g., National Forests, Parks, Trails)		
11	Prime, Unique, or Important Farmland		
12	Archeological/Cultural Resources		
13	Threatened/Endangered Species and/or Critical Habitat		
14	Other Protected Species (Wild Burros, Migratory Birds)		
15	Floodplains		
16	Special Sources of Groundwater (e.g., Sole Source Aquifer)		
17	Underground Extraction/Injection (non-hazardous substances)		
18	Wetlands		
19	Coastal Zones		
20	Public Issues or Concerns		
21	Noise		
22	Depletion of a Non-Renewable Resource		
23	Aesthetics		



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**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)				
2	Import, Manufacture, or Processing of Toxic Substances				
3	Chemical Storage, Use, and Disposal				
4	Pesticide Use				
5	Hazardous, Toxic, or Criteria Pollutant Air Emissions				
6	Liquid Effluent				
7	Underground Extraction/Injection (hazardous substances)				
8	Hazardous Waste				
9	Underground Storage Tanks				
10	Biological Materials. Indicate if genetically altered materials are involved.				

**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				
2	Radioactive Waste				
3	Radiation Exposure				



RFGA No. EW-ESA-12-2213-00

EXHIBITS

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Exhibit F

**PROPOSAL CHECKLIST**

CHECK LIST	
1. Offer and Acceptance sheet filled out. (Page 3)	✓
2. <b>One (1)</b> marked original and <b>Five (5)</b> copies of the completed Proposal	
3. All narratives and references outlined in the Instructions to Applicants, and Scope of Work.	
4. All Attachments: <ul style="list-style-type: none"> <li><input type="checkbox"/> Offer and Acceptance forms;</li> <li><input type="checkbox"/> EECEBG Project Summary, Exhibit A;</li> <li><input type="checkbox"/> Project Methodology (five page limit);</li> <li><input type="checkbox"/> Project Management (one page limit);</li> <li><input type="checkbox"/> Energy Savings/Generation Data Table, Exhibit B;</li> <li><input type="checkbox"/> Project Budget, Exhibit C;</li> <li><input type="checkbox"/> Implementation Table, Exhibit D;</li> <li><input type="checkbox"/> Audited Financial Statements or the Audited A-133, as applicable;</li> <li><input type="checkbox"/> U.S. Department of Energy Golden Field Office Environmental Checklist, Exhibit E;</li> <li><input type="checkbox"/> Grant Solicitation Amendments (if issued).</li> </ul>	

- **Missing or incomplete information cannot be evaluated and will result in the PROPOSAL not being considered for funding.**
- Please Complete the Offer and Acceptance page in the front of this RFP. .
- **REMINDER – All submissions are public record filings and subject to anti-fraud and false filing laws. A.R.S. § 13-2407**
- Additional information may be provided in attachments. Be sure to clearly reference and mark such additions and attachments.