

(BOILERPLATE)  
**STATE OF NEW MEXICO**  
**GOVERNMENTAL SERVICES AGREEMENT**  
**BETWEEN THE**  
**STATE OF NEW MEXICO,**  
**ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT**  
**AND**  
**[24-25 ENTITY]**

**THIS GOVERNMENTAL SERVICES AGREEMENT** (Agreement) is made and entered into by and between the State of New Mexico, Energy, Minerals, and Natural Resources Department (EMNRD), Energy Conservation and Management Division (ECAM), and [Entity] (Entity).

**THE PARTIES MUTUALLY AGREE:**

**1. Scope of Work:** Entity shall:

- A. Plan, manage, and implement a Community Energy Efficiency Development (CEED) Program Project (Project) in accordance with the New Mexico Community Energy Efficiency Development Block Grant Act and the application materials approved by ECAM attached hereto and incorporated by reference as [Subpart 1].
- B. Provide targeted energy efficiency and conservation improvements to residential housing units for underserved communities in New Mexico. The geographic location of the households served will be within the [Entity Location]. The Entity shall effectuate the goals of the CEED Program for residential buildings in underserved communities, including reducing energy consumption; reducing energy-related operating costs; reducing the carbon intensity of energy consumption; or a combination thereof.
- C. Implement Energy Conservation Measure (ECM) improvements outlined in [Subpart 2] hereto. The ECM improvements shall not cause an energy bill or cost increase in relation to the total cost a household spends on utilities.
- i. Entity shall obtain the approval of ECAM for the installation of ECM improvements or appliances not specified in [Subpart 2].
- ii. Entity is required to document all measure installations and any potential Health and Safety (H&S) findings. ECAM recognizes it may not be possible to catalog all potential H&S issues. Should H&S concerns not enumerated in [Subpart 2] be identified, it is the Entity's responsibility to notify ECAM of the problem and obtain directions from ECAM on how to proceed before any work commences. Failure to adhere to this requirement may result in disallowed costs for the Entity and potential liability for any subcontractor.
- iii. The maximum average allowable ECM improvement cost per residential housing unit is \$16,000.00, but Entity may seek ECAM approval for variances to the maximum average allowable per-unit cost.
- D. Entity shall adhere to the following program administration requirements:

- i. [Use] Section 19.1.10.12 (D), NMAC to determine participant household eligibility. Certification verification process will require ECAM review prior to program commencement.
- ii. Procure, as applicable, services from community partner(s) and service providers(s) with experience in the geographic area(s) in which the project will take place. Entity shall give priority to service provider(s) with a commitment to employ apprentices from a registered apprenticeship program that promotes diversity or to provide paid internships to person(s) from the identified underserved community.
- iii. [a] Collect and report data on, but not limited to, project performance, energy savings, and non-energy benefits resulting from project energy efficiency, conservation, and retrofit measures.
- iv. [a] Prepare, review, certify, and submit the reports as outlined below, in the form and content specified by ECAM:

Report Title	Reporting Period	Due Date
Program Financial Reports	Quarterly	Jan. 1–Mar. 3 = due Apr. 20 Apr. 1–June 30 = due July 20 July 1–Sep. 30 = due Oct. 20 Oct. 1–Dec. 31 = due Jan. 20
Program Performance Reports	Quarterly	Jan. 1–Mar. 3 = due Apr. 20 Apr. 1–June 30 = due July 20 July 1–Sep. 30 = due Oct. 20 Oct. 1–Dec. 31 = due Jan. 20
Project Update Reports	Monthly, with each request for payment / reimbursement	On the 20 <sup>th</sup> of the month for the previous period
If the due date falls on a weekend/holiday, the report will be due the following business day.		

- 3) [b] The Entity shall review all invoices for reimbursement from subcontractors and verify that claimed expenditures are allowable costs. The Entity shall maintain documentation adequate to support all claimed costs reported for federal reimbursement or Entity share.
- 4) [b] To the greatest extent practicable, Entity should take advantage of available New Mexico state and federal rebates and tax incentives, including the DOE Home Energy Rebates programs: Home Electrification and Appliance Rebates (HEAR), Home Efficiency Rebates (HER).
- 5) Entity may apply for variances pursuant to Section 19.1.10.20 NMAC. Should the Entity elect to undertake activities or change locations prior to written authorization from ECAM, the Entity does so at risk of not receiving funding.
- 6) Outreach/marketing activities must be directly related to the CEED Program and educational activities must be targeted and specific to the residential unit or building.

- 7) Training and Certifications costs must apply directly to CEED Program activities. Staff time spent on CEED Program projects should be accounted for accurately, with costs claimed being the costs incurred.
- 8) Entity shall also comply with requirements specified in [Subpart 3], Special Terms and Conditions.
- 9) Prepare, review, certify, and submit reimbursement requests as outlined below, in the form and content specified by ECAM.

## 2. **Compensation:**

A. EMNRD shall pay Entity for services satisfactorily performed pursuant to the Scope of Work. The total amount payable to Entity under this Agreement shall not exceed [Entity funding amount] (\$XXX,XXX.00), including New Mexico governmental gross receipts taxes, and any travel, if necessary, pursuant to Paragraphs B and C of this Compensation Section. EMNRD shall make payment upon the satisfactory and timely completion of the work described in the Scope of Work and as set forth below:

<b>Deliverable</b>	<b>Maximum Amount Not to Exceed</b>	<b>Invoice Due Date</b>
Submit reimbursement requests for Administrative Costs related to the planning, management and implementation of the CEED Program Project.	\$XXX,XXX.00  [*State funded = 15% of award, Federal funded = 10%]	20 <sup>th</sup> day of each month for costs incurred during the previous month
Submit reimbursement requests for costs related to retrofit work and ECM improvements to residential housing units within [Location].	\$XXX,XXX.00  [*State funded = 85% of award, Federal funded = 90%]	20 <sup>th</sup> day of each month for costs incurred during the previous month

This amount is a maximum and not a guarantee that the work assigned to be performed by Entity under this Agreement shall equal the amount stated herein. The parties do not intend for the Entity to continue to provide services without compensation when the total compensation amount is reached. Entity is responsible for notifying EMNRD when the services provided under this Agreement reach the total compensation amount. In no event shall the Entity be paid for services provided exceeding the total compensation amount without this Agreement being amended in writing prior to those services exceeding the total compensation amount being provided. EMNRD MUST receive all invoices no later than 15 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID.

B. EMNRD shall pay travel expenses as may be incurred in, and that are necessary for, this Agreement's performance at the rates established in the Per Diem and Mileage Act, NMSA 1978, Sections 10-8-1 et seq. as implemented by the current Department of Finance and Administration (DFA) rule and the current EMNRD travel policy.

C. Entity shall be responsible for paying New Mexico Governmental Gross Receipts taxes levied on amounts payable under this Agreement, if applicable.

D. Entity must submit detailed invoices accounting for all services performed and expenses incurred with each reimbursement request. Invoices shall include documentation of all expenses incurred evidencing the propriety of each claim with proofs of payment thereof. Wage amounts charged shall be based upon payrolls maintained by Entity and must be supported by copies of the paystubs or cancelled paychecks, and timesheets if requested.

If EMNRD finds that the services or expenses are not acceptable, within 30 days of receipt of written notice from Entity that payment is requested for services received, EMNRD shall provide Entity a letter of exception explaining the defect or objection to the invoice, services, or expenses, and outlining steps Entity may take to provide remedial action. Upon certification by EMNRD that the invoice, services, or expenses have been received and accepted, EMNRD shall tender payment to Entity within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, EMNRD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term:** This Agreement becomes effective when executed by an authorized representative of Entity and of EMNRD and when DFA encumbers funds for this Agreement. It shall terminate on [Date] unless earlier terminated pursuant to Section 4, Termination, or Section 5, Appropriations, below.

4. **Termination:** Either party may terminate this Agreement upon written notice delivered to the other at least 10 days prior to the intended termination date. By such termination, neither party may nullify or avoid any obligation required to have been performed prior to termination.

5. **Appropriations:** This Agreement's terms are contingent upon the New Mexico State Legislature [~~and the DOE~~] granting sufficient appropriation and authorization. If sufficient appropriation or authorization is not granted, EMNRD may terminate this Agreement, or in the alternative suspend performance pending approval of sufficient appropriation or authorization, upon written notice from EMNRD to Entity. EMNRD's decision as to whether sufficient appropriations are available shall be at its sole and absolute discretion and shall be final, binding, and accepted by Entity.

6. **Status of Entity:** Entity and its agents and employees are independent contractors performing professional services for EMNRD and are not employees of the State of New Mexico. Entity and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. Entity agrees not to purport to bind the State of New Mexico unless the Entity has express written authority to do so, and then only within the strict limits of that written authority.

7. **Assignment:** Entity shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without EMNRD's prior written approval.

8. **Subcontracting:** Entity shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without EMNRD's prior written approval. EMNRD may disallow costs incurred by the Entity in relation to a subcontract if Entity does not obtain prior written approval.

A. Any contract shall include all provisions necessary to allow Entity to meet its obligations and requirements under this Agreement and all provisions required by law.

B. [~~Entity shall comply with 2 C.F.R. 200.318 through 200.326 for procurement of property or services conducted pursuant to this Agreement.~~]

C. Travel expense reimbursement requested for subcontractors, if applicable, shall be reimbursed in accordance with rates established in the Per Diem and Mileage Act, NMSA 1978, Section 10-8-1 et seq., as implemented by the current DFA Rule and EMNRD Travel Policy.

**9. Release:** Final payment of the amounts due under this Agreement shall operate as a release of EMNRD, its officers, and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

**10. Confidentiality:** Any confidential information provided to or developed by Entity in the performance of this Agreement shall be kept confidential and shall not be made available by Entity to any individual or organization without EMNRD's prior written approval.

**11. Product of Services; Copyright:** All materials developed or acquired by Entity under this Agreement shall become the State of New Mexico's property and be delivered to EMNRD no later than this Agreement's expiration date. Nothing Entity produces, in whole or in part, under this Agreement shall be the subject of a copyright application or other claim of ownership by or on behalf of Entity.

**12. Conflict of Interest; Governmental Conduct Act:** Entity warrants that it presently has no interest and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance or other services required under this Agreement. Entity certifies that all applicable provisions of the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through -18, including provisions related to contracting with, or employing, public officers, legislators, state employees, or former state employees, have been followed.

**13. Amendment:** This Agreement shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto.

**14. Merger:** This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless as embodied in this Agreement.

**15. Penalties for Violation of Law:** The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

**16. Equal Opportunity Compliance:** Entity agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Entity assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Entity is found not to be in compliance with these requirements during the life of this Agreement, Entity agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law:** The laws of the State of New Mexico shall govern this Agreement, without giving effect to New Mexico's choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G). By execution of this Agreement, Entity acknowledges and agrees to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**18. Records and Audit:**

A. Entity shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them until six years after the termination date specified in Section 3, Term.

- 1) These records shall be maintained and available within the State of New Mexico. During this time, such records shall be subject to inspection by EMNRD, DFA, and the State Auditor ~~[and the DOE]~~.
- 2) Entity further agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors.
- 3) EMNRD shall have the right to audit billings both before and after payment.
- 4) Payment under this Agreement shall not foreclose EMNRD's right to recover excessive or illegal payments.
- 5) The periods of inspection and audit may be extended for records, which relate to litigation or settlement of claims arising out of performance of this Agreement and costs and expenses related to this Agreement for which exception is under consideration by ~~[the DOE or]~~ any authorized representative and shall continue until all potential litigation, appeals, claims, or exceptions have expired or been resolved.

B. If Entity receives \$750,000 or more in federal funding from all sources in the aggregate in a fiscal year, Entity's financial records involving services and procurement under this Agreement shall be audited annually pursuant to all federal, state, and local government audit requirements, and in accordance with the Single Audit Act Amendments of 1996, 2 C.F.R. 200, Subpart F – Audit Requirements. Entities who do not meet the \$750,000 audit threshold (Tier 7), must complete the State of New Mexico – Office of the State Auditor Certification Form for Tier 1 and Tier 2, or the Office of the State Auditor Agreed Upon Procedures (Tiers 3-6) in accordance with the Audit Act, NMSA 1978, Sections 12-6-1 through 12-6-14, and 2.2.2.16 NMAC, Annual Financial Procedures Required for Local Public Bodies with Annual Revenues Less than Five Hundred Thousand Dollars. To comply with state audit requirements, Entities shall have one of the above-mentioned Forms or Agreed Upon Procedures on file with the Office of the State Auditor. Entity shall provide EMNRD with a copy of the independent financial audit, either in hard copy format or electronically, no more than 45 days after the audit's completion for each fiscal year this Agreement is in effect.

**19. Liability:** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred with this Agreement is subject to the immunities and limitations of the Tort Claims Act, NMSA 1978, Sections 41-4-1 et seq., as amended.

**20. Procurement, Utilization, and Disposition of Property:** Entity shall report acquisition of any capital property (property with an expected life of at least one year) to EMNRD within one month following the acquisition. If upon termination of this Agreement Entity has any property in its possession belonging to EMNRD, Entity shall account for the property and dispose of it as EMNRD directs. ~~[All property acquired by the Entity or procured under this Agreement shall be used and disposed of in accordance with DOE regulations governing disposal of property.]~~

**21. Invalid Term or Condition:** If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**22. Enforcement of Agreement:** A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict performance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no waiver of a specified right by a party shall be effective to waive any other rights.

**23. Notice:** Except as otherwise specified herein, all notices hereunder shall be in writing and shall be given to the relevant party at its address set forth below, or such other address as such party may hereafter specify by notice to the other given by courier, by United States certified or registered mail, or by telecommunication device capable of creating a written record of such notice and its receipt.

To EMNRD:

Buildings and Community Program Manager  
EMNRD – ECAM  
1220 S. St Francis Drive  
Santa Fe, NM 87505

General Counsel  
EMNRD – Office of the Secretary  
1220 S. St Francis Drive  
Santa Fe, NM 87505

To [Entity]:

[Name  
Address  
City, NM, Zip Code]

To Risk Management Division:

Risk Management Division  
General Services Department  
P.O. Drawer 26100  
Santa Fe, NM 87502

**24. Authority:** If Entity is other than a natural person, the individual(s) signing this Agreement on behalf of Entity represent and warrant that the individual has the power and authority to bind Entity, and that no further action, resolution, or approval from Entity or any other entity is necessary to enter a binding contract.

**25. Acknowledgment:** Entity shall acknowledge EMNRD ~~[and the DOE]~~ as a co-sponsor and funding source in all news releases, programs, proceedings, and related publicity/publications for the project.

**26. Minimum Wage Rate:** If applicable, Entity shall comply with minimum wage rates as established by the New Mexico Department of Workforce Solutions, Labor Relations Division, and with all other applicable requirements of that Department, including posting of the wage rates in a prominent location on the site for hiring and performing of this Agreement.

**27. Compliance with Law and Funding Source Conditions:**

A. Entity shall comply with all applicable state, federal, and local laws, statutes, regulations, or rules, including without limitation those imposed as a consequence of funding pursuant to this Agreement. The Entity is required to obtain all necessary state, Federal, and local permits, authorizations, and approvals for all work performed under this Award.

B. ~~[Compliance with use of Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs)]~~

C. ~~[Compliance with Trafficking Victims Protection Act of 2000]~~

D. Compliance with NMSA 1978, Section 66-7-374, Texting While Driving - Entity and Entity's employees shall not read or view a text message or manually type on a handheld mobile communication device for any purpose while driving a motor vehicle in connection with this Agreement, except to summon medical or other emergency help, or unless that device is an amateur radio and the driver holds a valid amateur radio operator license issued by the Federal Communications Commission.

E. In the event this Agreement is funded with federal monies, Entity shall comply with 2 C.F.R. 200.318 through 200.326 for procurement of property or services conducted pursuant to this Agreement.

F. ~~[Compliance with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations.]~~

G. ~~[Entity shall not award subcontracts to parties listed on the government-wide exclusions in the federal System for Award Management (SAM), in accordance with OMB guidelines that implement federal Executive Orders 12549 (3 C.F.R. part 1986, Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235).]~~

H. ~~[If Agreement value exceeds \$100,000, Entity shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352) regarding the limitations of use of appropriated funds to influence certain federal contracting and financial transactions.]~~

I. ~~[If Agreement value exceeds \$150,000, Entity shall comply with all applicable standards, orders, or requirements issued under the federal Clean Air Act (42 U.S.C. §7401 et seq.); Clean Water Act (33 U.S.C. §1251 et seq.); Executive Order 11738 (Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans); and U.S. Environmental Protection Agency (EPA) regulations.]~~

**28. Insurance Coverage:** Entity shall provide EMNRD a statement indicating that the activities described in the Scope of Work are covered by insurance as set forth below, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-insured reserves, or insurance provided by a third party, prior to commencing work under this Agreement. Entity shall maintain continuous coverage of the activities described in the Scope of Work, so long as this Agreement is in effect. Failure to maintain such coverage is reason for immediate termination of this Agreement. Entity shall notify EMNRD prior to cancellation or expiration of any insurance required under this Agreement.

A. Worker's Compensation protection that complies with the requirements of the Worker's Compensation Act, NMSA 1978, Sections 52-1-1 et seq., if applicable. If the Entity fails to comply with the Workers Compensation Act and applicable rules when required to do so, EMNRD may terminate this Agreement.



B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, Sections 41-4-19, as it may be amended from time to time.

**IN WITNESS WHEREOF**, the parties hereto have herein below executed this Agreement.

**STATE OF NEW MEXICO, ENERGY, MINERALS, AND NATURAL RESOURCES DEPARTMENT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Cabinet Secretary or Designee

**[ENTITY]:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Printed Name and Title

## **GSA SUBPART 1: Application Materials**

<b>CEED Program</b>	<b>Application</b>
Project type entity is applying for:	Type 1 Project
Project Location	The proposed project takes place in New Mexico
Project Purpose:	The proposed project targets the adoption of energy efficient consumer behavior, equipment, or devices resulting in reduced energy consumption without the amount or quality of energy services.
Project Purpose: Check all that apply to the proposed project:	energy-efficient consumer behavior energy-efficient equipment energy-efficient devices health and safety measures equipment or electrification upgrades
Which of the following CEED Program Project Goals does the proposed project serve? Check all that apply:	reduce energy consumption reduce energy-related operating costs reduce the carbon intensity of energy consumption
Participant eligibility requirements	Participant eligibility will follow 19.1.10.12 (D) NMAC.
Describe the Scope of Work	Applicants will propose projects to: plan, manage, and implement a CEED Program Project in accordance with the New Mexico CEED Block Grant Act, CEED Rule, CBF Act, and this RFA. Projects will provide targeted energy efficiency and conservation improvements to residential housing units for underserved communities in New Mexico. The Entity shall effectuate the goals of the CEED Program for residential buildings in underserved communities, including reducing energy consumption; reducing energy-related operating costs; reducing the carbon intensity of energy consumption; or a combination thereof. Projects will implement Energy Conservation Measure (ECM) improvements outlined in [Attachment 1: GSA, Subpart 2. Energy Conservation Measure Improvements]. The ECM improvements shall not cause an energy bill or cost increase in relation to the total cost a household spends on utilities.
Describe the proposed process for certifying the eligibility determination of participant households.	Certification process to be submitted to Division for approval prior to project commencement.
Describe the reporting metrics/measures.	Metrics used will include (but not be limited to): I. Retrofits <ul style="list-style-type: none"> <li>• Number of Units Retrofitted: Track the total number of residential units that receive energy efficiency retrofits.</li> <li>• Square Footage of Buildings Retrofitted: Measure the total square footage of buildings that undergo retrofits.</li> <li>• Estimated Project Savings: Calculate the estimated annual savings in terms of: <ul style="list-style-type: none"> <li>○ Dollars</li> <li>○ Kilowatt-hours (kWh) of electricity</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ Therms of natural gas</li> <li>○ Gallons of fuel oil</li> <li>○ Therms of propane</li> <li>○ Gallons of water</li> <li>○ Gallons of kerosene</li> <li>○ Tons of wood</li> </ul> <ul style="list-style-type: none"> <li>● Energy Management Systems Installed: Track the number of energy management systems installed in residential units.</li> <li>● Water Conservation Retrofits: Measure the number of water conservation retrofits completed.</li> <li>● Fuel Switching: Track the number of buildings where the primary fuel type is switched to a more efficient or cleaner fuel source.</li> <li>● Realized Reduction in Consumption: Measure the actual reduction in consumption for various energy sources (electricity, fuel oil, natural gas, propane, kerosene, wood).</li> </ul> <p>II. Energy Audits</p> <ul style="list-style-type: none"> <li>● Energy Audits Performed: Track the number of energy audits conducted for residential units.</li> <li>● Square Footage of Buildings Audited: Measure the total square footage of buildings that undergo energy audits.</li> </ul> <p>III. Training and Education/Technical Assistance</p> <ul style="list-style-type: none"> <li>● Education, Outreach, and Training: Track the number of workshops, training sessions, and education sessions held and the number of participants.</li> <li>● Staff Hired: Measure the number of full-time equivalent (FTE) energy management staff and subrecipient staff hired.</li> <li>● Information Contacts: Track the number of information connections where energy efficiency or renewable energy measures were recommended.</li> </ul> <p>IV. Community and Stakeholder Engagement</p> <ul style="list-style-type: none"> <li>● Community Engagement Events: Track the number of community engagement events held (both virtual and in-person).</li> <li>● Community Members Engaged: Measure the total number of community members or stakeholders engaged in the grant program, including those from underserved communities.</li> </ul> <p>V. Participant Data</p> <ul style="list-style-type: none"> <li>● Participant eligibility criteria</li> <li>● Participant demographic data</li> <li>● Energy consumption data: including the measurement and tracking of electricity, natural gas and propane consumption</li> <li>● Utility bill costs: and associated energy-related operating costs]</li> </ul>
Reduction of energy use that will come from implementation of the proposed measures.	– Average impact by household unit / total impact (average x # of units):
Reduction of energy cost that will come from implementation of the proposed measures.	– Average impact by household unit / total impact (average x # of units):

Reduction in carbon intensity of energy consumption from implementation of the proposed measures.	– Average impact by household unit / total impact (average x # of units):
Is environmental/ground disturbance anticipated for the project?	No

## **GSA SUBPART 2: Energy Conservation Measure Improvements**

Energy Conservation Measure (ECM) improvements will target the adoption of energy-efficient consumer behavior, equipment, or devices that result in a decrease in energy consumption without reducing the amount or quality of energy services. This includes health and safety (H&S) measures, including those that use efficient equipment or devices to improve indoor air or drinking water quality, and equipment or electrification upgrades. The ECM improvements shall not cause an energy bill or cost increase in relation to the total cost a household spends on utilities. The following provisions are included to ensure the successful execution of projects.

**A.** Entity shall implement ECMs in an order that prioritizes greatest savings (e.g. sealing the building envelope prior to heat pump installation). Entity shall follow the U.S. Department of Energy (DOE) Weatherization Assistance Program (WAP) guidelines regarding prioritizing measures (air sealing, duct sealing outside the thermal boundary, and thermal boundary insulation [attic, wall, floor or belly, foundation, sill, etc.]) and installing in order of savings to investment Ratio (SIR) the ECMs and related H&S and incidental repairs measures (SIR calculation =  $(\text{Annual \$ savings} \times \text{Expected Usage Lifetime (EUL)}) \div (\text{Initial \$ cost})$ ). EUL durations can be found online at: <https://www.energy.gov/sites/default/files/2023-03/WPN%2023-06%20Revised%20Energy%20Audit%20Procedures%20Attachments.pdf> (see also, Table: Allowable Default ECM Lifetimes).

**B.** ECM improvements for residential housing units may include, but are not limited to: envelope upgrades; air sealing; duct sealing; insulation installation; EnergyStar windows ; EnergyStar doors; LED lighting; water tank insulation and water heater pipe insulation;

- 1) cleaning, repair or replacement of heating and cooling systems;
  - i. Heating systems
    - a. Replacement or installation of secondary heating systems are not allowed.
    - b. Use proper sizing protocols according to Manual J, State approved sizing protocols, NEAT/MHEA outputs, etc.
    - c. High efficiency air source heat pumps. (Cold climate rated units as appropriate for climate zone).
  - ii. Cooling systems
    - a. Replacement or installation of secondary cooling systems are not allowed.
  - iii. Ensure no bill increase
    - a. Replace existing electric units or fuel switch from propane
- 2) prioritized appliance repair or replacement:
  - i. Clean or repair baseload appliances/fixtures, as well as (in no particular order);
  - ii. High efficiency heat pump water heaters,
    - a. Household should have a minimum of 3 persons.
    - b. New units should have an EF of 3.0 or higher.
    - c. Replace only electric resistance water heaters.
    - d. Cost is limited to \$1,750.
    - e. Thermostat set to 120 degrees maximum.
    - f. Include water heater blanket, pipe insulation (as appropriate).
  - iii. EnergyStar refrigerator, cost is limited to \$900.
    - a. Must have automatic defrost, top freezer preferred. May be no more than 2 cubic feet larger than existing refrigerator.
  - iv. EnergyStar dishwasher, cost is limited to \$525.
  - v. EnergyStar clothes washer, cost is limited to \$675.

- vi. EnergyStar clothes dryer, cost is limited to \$700.
    - a. Heat pump clothes dryer cost is limited to \$840.
  - vii. EnergyStar oven/range, cost is limited to \$1000
    - a. New units may only have a single oven, induction ranges must not increase spending for participant
  - viii. Programmable/smart thermostats, cost is limited to \$150.
- 3) incidental repairs; cost is limited to \$1000 per unit. Allowable items include, but are not limited to:
- i. Sealing of cracks
  - ii. Weather-stripping, caulking, hole patching.
  - iii. Installation of door sweeps
  - iv. Repair and replacement of thresholds
  - v. Repair and replacement of fireplace dampers.
  - vi. Repair or replacement of broken glass in window
  - vii. Exterior door repair
  - viii. Repair of building envelope to maintain the integrity of ECMs
  - ix. Low-flow showerheads diverter replacement or fixture repair.;
  - x. Electrical repair for lighting retrofits;
- 4) residential Health and Safety (H&S) measures, cost is limited to 20% average cost per unit. Allowable items include, but are not limited to:
- i. Safety devices: smoke and carbon monoxide alarms, fire extinguishers
  - ii. Heating and cooling system safety checks;
  - iii. Asbestos
    - a. In siding, walls, ceilings, etc., in vermiculite, on pipes, furnaces, and other small-covered surfaces
    - b. General abatement of asbestos siding or replacement with new siding is not an allowable H&S cost
  - iv. Biologicals and unsanitary conditions
  - v. Building structure and roofing
  - vi. Code compliance
  - vii. Combustion gases
  - viii. Unsafe electrical
  - ix. Formaldehyde, volatile organic compounds (VOCs), flammable liquids, other air pollutants
  - x. Fuel leaks
  - xi. Hazardous materials disposal
  - xii. Injury prevention of occupants and project workers
  - xiii. Lead based paint
  - xiv. Mold and moisture
  - xv. Radon
  - xvi. Ventilation and indoor air quality
  - xvii. Window and door replacement, window guards
    - a. Storm windows
    - b. Window coverings
      - 1. Purchase of new window guards not allowed

**C.** ECM improvements do not include installations of new roofs or photovoltaic solar (the CEED Program follows the DOE Weatherization Assistance Program determination that roof replacements and repairs are not energy saving measures (<https://www.energy.gov/sites/prod/files/2019/09/f66/WPN-19-5.pdf>). Electrical fuse box/panel upgrades or installations are not included unless accompanied by an approved priority appliance installation. ECM improvements do not include replacement of functional, new (purchased within the last 10 years) appliances.

**D.** All ECMs and replacement units must meet safety guidelines. Under no circumstance should retrofit work that would exacerbate health and safety problems, for either the occupant or the worker, proceed.

- 1) All applicable State and local (or Authorities Having Jurisdiction (AHJ)) codes must be followed, and manufacturer approved materials and instructions must be used while installing any ECM.
  - i. Workers shall know when the AHJ requires a licensed professional to perform a certain task.

**E.** Replacement appliances shall comply with the minimum standards of energy efficiency for major appliances established by the National Appliance Energy Conservation Act (NAECA) of 1987.

- 1) Disposal according to applicable State and Federal laws, as appropriate. For Entities that contract out replacement and disposal to third-party contractors, Entities are responsible for obtaining assurances from the third-party contractor that these items were disposed of according to applicable State and Federal laws, as appropriate.

**F.** All activities carried out with CEED Program funding must meet the objectives of the program (in addition to meeting the list of eligible activities specified above) ensuring energy bill totals do not increase and ensuring cost limitations are followed.

- 1) Beneficial electrification or fuel switching measures may be installed as part of the retrofit process but must follow those parameters.

**G.** The term 'retrofit' is used, as 'rehabilitation' implies improvements beyond the scope of an energy efficiency program.

- 1) Unallowable rehabilitation activities include but are not limited to: creating additions or accessory units, changing floor plans, finishing attics and basements, repairing or replacing plumbing or electrical systems, completing kitchen and bathroom remodeling, renovating or constructing a garage, or installing new roofing/gutters/siding/etc., or major roof repairs.

*[\*Type 2 Projects may vary]*

**TABLE: ALLOWABLE DEFAULT ECM EXPECTED USAGE LIFETIMES**

#	Measure Type	Measure Name	Life (Yr.)
1	Building Insulation	Attic insulation: blown in and batt	30
2	Building Insulation	Attic insulation: all other types	20
3	Building Insulation	Sill box insulation	20
4	Building Insulation	Foundation wall insulation	20
5	Building Insulation	Slab insulation	20

6	Building Insulation	Floor insulation: loose and batt types installed in fully enclosed air-tight cavities, and rigid insulation	30
7	Building Insulation	Floor insulation: all other types including loose and batt not installed in fully enclosed air-tight cavities	20
8	Building Insulation	Wall insulation: dense pack insulation, rigid insulation and full-cavity batt insulation in fully enclosed air-tight cavities	30
9	Building Insulation	Wall insulation: all other types	20
10	Building Insulation	Knee-wall insulation: loose and batt types installed in fully enclosed air-tight cavities, and rigid insulation	30
11	Building Insulation	Knee-wall insulation: all other types including loose and batt types not installed in fully enclosed air-tight cavities	20
12	Building Insulation	Duct insulation	20
13	Building Insulation	Manufactured home skirting	10
14	Building Insulation	White roof coating	7
15	Building Insulation	Radiant barrier	15
16	Ducts/Infiltration	Whole house air sealing	10
17	Ducts/Infiltration	Duct sealing	10
18	Doors and Windows	Storm window	15
19	Doors and Windows	Window replacement	20
20	Doors and Windows	Door replacement	20
21	Doors and Windows	Storm door	10
22	Doors and Windows	Window shading: awning	10
23	Doors and Windows	Sun screen: fabric or screen	10
24	Doors and Windows	Sun screen: louvered	15
25	Doors and Windows	Window film	15
26	HVAC Systems	Thermal vent damper	10
27	HVAC Systems	Electric vent damper	10
28	HVAC Systems	Intermittent Ignition Device (IID)	10
29	HVAC Systems	Electric vent damper and IID	10
30	HVAC Systems	Flame retention burner	10
31	HVAC Systems	Heating system tune up	3
32	HVAC Systems	Heating system replacement: fossil fuel fired furnaces and boilers, standard and condensing	20
33	HVAC Systems	Heating system replacement: all other heating systems except heat pumps	18
34	HVAC Systems	Smart/programmable thermostat	15
35	HVAC Systems	Air conditioner tune up	3
36	HVAC Systems	Air conditioner replacement	15
37	HVAC Systems	Evaporative cooler	15
38	HVAC Systems	Heat pump replacement	15
39	Baseloads	Lighting retrofit: fluorescent and compact fluorescent	*10,000 hrs.
40	Baseloads	Lighting retrofit: LED	*30,000 hrs.
41	Baseloads	Lighting retrofit: halogen	*4,000 hrs.
42	Baseloads	Refrigerator replacement	15
43	Baseloads	Water heater tank insulation	13
44	Baseloads	Water heater pipe insulation	13
45	Baseloads	Low flow showerhead	15
46	Baseloads	Water heater replacement	13
47	Baseloads	Water heater setpoint reduction	13
48	Solar	Solar PV installations	20



### **GSA SUBPART 3: Special Terms and Conditions**

**State GSA Template:** Type 1 Project

*[\*federal requirements noted]*

The following are incorporated into this Award by reference:

- Ch. 62-17A et seq., NMSA 1978;
- 19.1.10 NMAC;
- The Entity's application/proposal as approved by ECAM;
- Procurement Code § 13-1-28, et seq. NMSA 1978 and § 13-1-191.1 NMSA 1978

- 1. Flow Down Requirement:** The Entity agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subcontractors (as appropriate), and to require their strict compliance therewith. Further, the Entity must apply the Award terms to all subcontractors (as appropriate), and to require their strict compliance therewith. *[Federal T&C: Term 2]*
- 2. Due Diligence Reviews:** During the life of the Award, EMNRD may conduct ongoing due diligence reviews through Government resources, to identify potential risks ~~[or undue foreign influence]~~. In the event a risk is identified, EMNRD may require risk mitigation measures ~~[including but not limited to, requiring an individual or entity not participate in the Award]~~. *[Federal T&C: Term 19, 22]*
- 3. Allowable Costs:** ECAM determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910, if applicable. The Entity is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with generally accepted accounting principles. The Entity must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subcontractors and project costs that the Entity claims as cost sharing, including in-kind contributions. Upon request, the Entity is required to provide such records to ECAM. Such records are subject to audit. Failure to provide ECAM adequate supporting documentation may result in a determination by ECAM that those costs are unallowable. *[Federal T&C: Term 25]*
- 4. Budget Amendments:** If any changes to the budget are required, the Entity shall request a budget amendment from ECAM and the request must be approved prior to implementation. Budget amendments shall be compatible with the terms of this Agreement and of such a nature as to qualify as an allowable cost. Budget amendments requested during the ninety (90) prior to the completion date will be approved on a limited basis. *[Federal T&C: Term 30]*
- 5. Subcontractor Change Notification:** Except for subcontractors specifically proposed as part of the Entity's Application for award, the Entity must notify ECAM in writing 30 days prior to the execution of new or modified subcontractor agreements, including naming any To Be Determined subcontractors. *[Federal T&C: Term 34]*
- 6. Organizational Conflict of Interest:** Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Entity is unable or appears to be unable to be impartial in conducting procurement action involving a related organization. The Entity must disclose in writing any potential or actual organizational conflict of interest to ECAM. The Entity must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe.

- A. If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Entity must procure goods and services from other sources when using project funds.
  - B. The Entity must flow down the requirements of the COI Policy to any subcontractor entities. The Entity is responsible for ensuring subcontractor compliance with this term. If the Entity has a parent, affiliate, or subsidiary organization, the Entity must maintain written standards of conduct covering organizational conflicts of interest. *[Federal T&C: Term 39]*
- 7. Financial Conflicts of Interest:** The Entity must disclose in writing any managed or unmanageable financial conflicts of interest involving a member of the project team and include sufficient information to enable EMNRD to understand the nature and extent of the financial conflict, and to assess the appropriateness of the non-Federal entity's management plan. *[Federal T&C: Term 38]*
- 8. Penalties:** Failure to follow any of the program guidelines or the provisions laid out in this Agreement can result in EMNRD imposing specific grant requirements or taking one or more of the following actions:
- A. temporary withholding of payments until Entity takes corrective action;
  - B. dis-allowance of costs for all or part of the activity associated with the noncompliance of the Entity;
  - C. suspension or termination of the grant in part or in its entirety;
  - D. debarment or suspension of the Entity;
  - E. withholding of further funds from EMNRD; or
  - F. any and all other legal remedies.
- 9. Fraud, Waste and Abuse:** The Entity must disclose, in a timely manner, in writing to EMNRD all violations of Federal or state criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make required disclosures can result in any of the remedies described in Section 8, above. *[Federal T&C: Term 50]*
- 10. Prevailing Wage Requirements:** This award is funded as a Public Works program. All laborers and mechanics employed by the Entity, subcontractors, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$60,000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by NMDWS or the US Secretary of Labor.
- A. Recipients shall provide written assurance acknowledging the Prevailing Wage requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality.
  - B. The Entity must comply with all of the Prevailing Wage requirements, including but not limited to:
    - i. ensuring that the wage determination(s) and appropriate Prevailing Wage clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subcontractor awards.
    - ii. being responsible for compliance by any subcontractor or subcontractor with the Prevailing Wage labor standards.
    - iii. receiving and reviewing certified weekly payrolls submitted by all subcontractors and subcontractors for accuracy and to identify potential compliance issues.

- iv. maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the State, EMNRD or the Department of Labor upon request.
- v. conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subcontractors and as requested or directed by the State or EMNRD.
- vi. cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.
- vii. posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
- viii. notifying ECAM of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the Entity, subcontractor, contractor, or subcontractor employees; significant labor standards violations; disputes concerning labor standards; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this GSA, a subcontract, or subcontractor award.
- ix. preparing and submitting to ECAM, the Prevailing Wage Semi-Annual Labor Compliance information in Quarterly Reports, by April 20 and October 20 of each year. *[Federal T&C: Term 44 Davis Bacon Act]*