

NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY THE, 30TH DAY OF NOVEMBER, 2009 AT 10:00 A.M., IN THE COURTROOM OF THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE HM DAVENPORT, COMMISSIONERS PRESENT KIT HERRINGTON, FAITH HOLT, DAVID WARREN, AND JAMES OLSEN

1. 10:07 A.M. MOTION TO CONVENE BY HERRINGTON SEC BY WARREN
ALL VOTED AYE MOTION CARRIED
2. OPENING PRAYER BY COMMISSIONERS OLSEN
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENTS- TOM BEARD-ROMCO EQ –MOTORGRADER BID

CONSENT AGENDA

MOTION TO APPROVE CONSENT AGENDA ITEMS 5 & STRIKE ITEM 6 BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED

5. APPROVE THE MINUTES FROM THE PREVIOUS MEETING OF NOVEMBER 23RD, 2009
6. APPROVE AND PAY BILLS AS SUBMITTED BY COUNTY AUDITOR

REGULAR AGENDA

7. MOTION TO APPROVE OPENING AND ACCEPTING BIDS FOR RENEWABLE ENERGY PROJECTS PENDING SUCCESSFUL AWARD OF RE-AGI-2010 FROM THE STATE ENERGY CONSERVATION OFFICE (SECO) BY HERRINGTON SEC BY HOLT **TO WIT PG 249-335**
ALL VOTED AYE MOTION CARRIED

MOTION TO RECESS UNTILL 11:00 BY HOLT SEC BY HERRINGTON
ALL VOTED AYE MOTION CARRIED

MOTION TO RECONVENE BY WARREN SEC BY OLSEN
ALL VOTED AYE MOTION CARRIED

- 8. MOTION TO APPROVE AND ACCEPT BID FROM ESS FOR CASE USED MOTORGRADER (\$142,000) FOR PRECINCT 2 BY HOLT SEC BY OLSEN ALL VOTED AYE MOTION CARRIED TO WIT PG 336-349 ALL VOTED AYE MOTION CARRIED
- 9. STRIKE CONSIDERATION OF EXECUTING INTERLOCAL CONTRACTS BETWEEN THE NORTH CENTRAL TEXAS TRAUMA REGIONAL ADVISORY COUNCIL (NCTTRAC) AND NAVARRO COUNTY FOR MOBILE MEDICAL SUPPLY CACHE PROJECT AND VIDEO TELECONFERENCING EQUIPMENT
- 10. MOTION TO ADJOURN BY HOLT SEC BY OLSEN ALL VOTED AYE MOTION CARRIED

THESE MINUTES ARE HEREBY APPROVED THIS 14 DAY OF DECEMBER 2009.

JUDGE HM DAVENPORT [Signature]

COMR.PCT.1 KIT HERRINGTON [Signature]

COMR.PCT.2 FAITH HOLT [Signature]

COMR.PCT.3 DAVID "BUTCH" WARREN [Signature]

COMR.PCT.4 JAMES OLSEN [Signature]

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR NOVEMBER 30TH, 2009.

SIGNED 14 DAY OF DECEMBER 2009.

[Signature]
SHERRY DOWD, COUNTY CLERK





NAVARRO COUNTY AUDITOR'S OFFICE

Tim Easley, First-Assistant
Terri Gillen, Assistant
Jeannie Keeney, Assistant
Ann Tanner, Assistant
Julie Jennings, Assistant

Kathy Hollomon, CPA
County Auditor

300 West Third Avenue, Suite 10
Corsicana, TX 75110-4672

Phone: (903) 654-3095

e-mail: khollomon@navarrocourt.org

Fax: (903) 654-3097

November 09, 2009

Bid 2010-E-009 Renewable Energy Service
Open Date – Monday, November 30, 2009

The enclosed *Invitation to Bid, Instructions/Terms of Contract* and accompanying *Specifications/Bidder's Response Forms* are for your convenience in bidding the referenced services for Navarro County.

Sealed bids shall be submitted no later than:

Monday, November 30, 2009, 10:00 a.m.

Mark Envelope: Bid No. 2010-E-009 Bid for Renewable Energy Projects

Late Bids will not be accepted.

**Bids must be signed and dated by a person having the authority to bind the vendor in a contract.
Bids that are not signed and dated will be rejected.**

Navarro County appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for award of the contract, and will be returned unopened. Bids will be opened in the County Courtroom, First Floor, Navarro County Courthouse, Corsicana, Texas. You are invited to attend.

The bidder may withdraw bids at any time prior to the official opening. The bidder to guarantee the authenticity of the change must initial alterations made before the opening time. After the official opening, bids may not be amended or altered and may not be withdrawn without the approval of the Commissioners Court.

Navarro County is aware of the time and effort you expend in preparing and submitting bids to the County. Please let us know of any bid requirements that are causing you difficulty in responding to our bids. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the County's business.

Awards should be made no later than two weeks after the bid opening date. To obtain results, or for further information, please contact the Navarro County Auditor's Office at 903/654-3095.

NAVARRO COUNTY
BID NO. 2010-E-009 RENEWABLE ENERGY PROJECTS
INVITATION TO BID

By order of the Commissioners Court of Navarro County, Texas, sealed bids will be accepted for:

Renewable Energy Projects

IT IS UNDERSTOOD that the Commissioners Court of Navarro County reserves the right to reject any or all bids for the services covered in this bid request and to waive any formalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Navarro County. This is a conditional request. This project is strictly limited to successfully receiving grant RE-AG1-2010 from the State Energy Conservation Office (SECO) based upon funding from the Distributed Renewable Energy Technology Stimulus Grant Program. There is no guarantee that the project will receive the requested funding.

BIDS MUST BE SUBMITTED on the forms included for that purpose on pages 6-14 in this packet.

Each bid should be signed by a person having the authority to bind the vendor in a contract, placed in a sealed envelope and marked clearly on the outside as shown below:

Bids should be clearly marked - *Bid No. 2010-E-009 Renewable Energy Projects*

BIDS SHOULD BE RETURNED TO the following address Monday, November 30, 2009, not later than 10:00 a.m.

Navarro County Auditor's Office
Navarro County Courthouse
300 West Third Avenue, Suite 10
Corsicana, Texas 75110

FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED

All bids must be received in the County Auditor's Office before the opening date and time.

NAVARRO COUNTY
BID NO. 2010-E-009 RENEWABLE ENERGY PROJECTS
INSTRUCTIONS/TERMS OF CONTRACT

Navarro County is requesting bids for **Renewable Energy Projects**. Bids must be submitted on the attached forms. By returning this bid with a price quote, vendors certify and agree that:

Funding: Funds for payment are strictly limited to successfully receiving grant RE-AG1-2010 from the State Energy Conservation Office (SECO) based upon funding from the Distributed Renewable Energy Technology Stimulus Grant Program. The project listed in this bid will not be installed or contracted if the requested grants are not awarded to Navarro County. There is no guarantee that the project will receive the requested funding. If partial grant is awarded, then project will be adjusted accordingly.

Late Bids: Bids received in the County Auditor's Office after the submission deadline will be considered void and unacceptable. Navarro County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp of the County Auditor's Office shall be the official time of receipt.

Altering Bids: Bids cannot be altered or amended after the submission deadline. Any interlineations, alteration or erasure made before the opening time must be initialed by the signer of the bid, guaranteeing authenticity.

Withdrawal of Bid: A bid may not be withdrawn or canceled by the bidder without the permission of the County for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

Sales Tax: Navarro County is exempt, by law, from payment of Texas Sales Tax and Federal Excise Tax.

Contract: This bid, when properly accepted by Navarro County, shall constitute a contract equally binding between the successful bidder and Navarro County. No different or additional terms will become a part of this contract with the exception of change orders.

Change Orders: No oral statement of any person shall modify or otherwise change, or affect, the terms, conditions or specifications stated in the resulting contract. The Navarro County Auditor will make all change orders to the contract in writing.

Conflict of Interest: No public official shall have interest in this contract, in accordance with *Vernon's Texas Codes Annotated, Local Government Code*, Title 5, Subtitle C, Chapter 171.

Ethics: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Navarro County.

Exceptions/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of this id. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The Navarro County Commissioners Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

Addenda: Any interpretations, corrections or changes to this *Invitation to Bid* and *Specifications* will be made by addenda. Sole issuing authority of addenda shall be vested in the Navarro County Auditor. Addenda will be mailed to all who are known to have received a copy of this *Invitation to Bid*. Bidders shall acknowledge receipt of all addenda.

Bids must comply with all Federal, State, county and local laws concerning these type services.

**NAVARRO COUNTY
BID NO. 2010-E-009 RENEWABLE ENERGY PROJECTS
INSTRUCTIONS/TERMS OF CONTRACT**

Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate their responsibility and meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics, and;
5. Be otherwise qualified and eligible to receive an award.

Navarro County may request representation and other information sufficient to determine the bidder's ability to meet these minimum requirements listed above.

References: Navarro County requests bidders to supply a list of at least three (3) references where like services have been provided by their company. Include name of reference, address, telephone number and name of representative.

Bidder Shall Provide, with this bid response, all documentation required by this *Invitation to Bid*. Failure to provide this information may result in rejection of your bid.

Successful Bidder Shall defend, indemnify and save harmless Navarro County and all its officers, agents and employees from all suites, actions or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Navarro County from liability, claim or demand on their part, agents, servants, customers and/or employees whether such liability, claim or demand arise from or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Navarro County growing out of such injury or damages.

Insurance Requirements: Any vendor that conducts business with Navarro County, whether it is for goods and/or services, must maintain lawful workers' compensation requirements and adequate liability limitations.

Within ten (10) days after contract award and prior to the commencement of any work or delivery, the County requires the successful vendor(s) to submit, to the County Auditor's Office, verification of the following coverages, showing Navarro County as the certificate holder with coverage dates inclusive to that of the contract award:

- a. **Workers' Compensation Coverage** meeting the acceptable requirements as established by the Texas Workers' Compensation Act, Title 5, Subtitle A, Texas Labor Code; and
- b. **General Liability Insurance** meeting the following limits - **\$1,000,000 per occurrence/ \$2,000,000 aggregate/\$2,000,000 products**, including products and completed operations coverage.

Vendors and/or their freight contractors must be prepared to show coverage verification prior to entering upon Navarro County Premises.

Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments and/or cancellation of the contract.

Termination of Contract: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Navarro County reserves the right to award canceled contract to the next lowest and best bidder as it deems to be in the best interest of the County.

**NAVARRO COUNTY
BID NO. 2010-E-009 RENEWABLE ENERGY PROJECTS
INSTRUCTIONS/TERMS OF CONTRACT**

Termination for Default: Navarro County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach of default of this contract. Navarro County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise perform in accordance with these specifications.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Navarro County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the County within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that Navarro County shall not be liable for prosecution for damages in the event that the County declares bidder in default.

Notice: Any notice provided by this bid (or required by law) to be given to the successful bidder by Navarro County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Corsicana, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, provided this shall not prevent the giving of actual notice in any other manner.

Invoices Payment will be made from original vendor invoices only. Shipping documents will be considered informational only and will be held until an invoice is received. The County does not pay from monthly statements. Invoices shall show all information as stated above and mailed directly to the Navarro County Auditor's Office, 300 West Third Avenue, Suite 10, Corsicana, TX 75110.

Payment will be made upon receipt and acceptance, by the County, of the items ordered in accordance with the State of Texas "Prompt Payment Act", Article 610f, V.T.C.S. Successful bidder is required to pay subcontractors within ten (10) days.

Items supplied under this contract will be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at no expense to the County. If an item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.

Warranty: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

Remedies: The successful bidder and Navarro County agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

Venue: This agreement will be governed and construed according to the laws of the State of Texas and is performable in Navarro County, Texas.

Assignment: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Navarro County.

Silence of Specification: The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Any Questions concerning this *Invitation to Bid* and *Specifications* should be directed to the Navarro County Auditor's Office at 903/654-3095.

NAVARRO COUNTY
BID NO. 2010-E-009 RENEWABLE ENERGY PROJECTS
INSTRUCTIONS/TERMS OF CONTRACT

Bid Information:

This is a conditional request.

The projects listed in this bid will not be installed or contracted if the requested grants are not awarded to Navarro County. There is no guarantee that the project will receive the requested funding.

If a partial grant is awarded, then project will be adjusted accordingly.

This project is strictly limited to successfully receiving grant RE-AG1-2010 from the State Energy Conservation Office (SECO) based upon funding from the Distributed Renewable Energy Technology Stimulus Grant Program.

The Contractor acknowledges full understanding that any and all contracts will be null and void if the grant is not awarded. As noted above, a partial grant will require adjustment of the contract's requirements.

The project is dependent upon the receipt of utility rebates or other acceptable matching funding. These are a condition of the project, and the Contractor is responsible for the completion of the necessary paperwork as well as submission of all required information.

This project is subject to federal rules and regulations, and state statutory and regulatory requirements pertaining to compliance, reporting, registration, as well as special terms and conditions applicable to a grant award. The Contractor must review and comply with the List of Deliverables in RE-AG1-2010, including:

- The Davis-Bacon Act
- The Copeland Act
- The Contract Work Hours and Safety Standards Act
- The Buy American Act
- The National Environmental Policy Act (NEPA)
- The National Historic Preservation Act of 1966
- The Archeological and Historic Preservation Act of 1974
- The Solid Waste Disposal Act

Minimum Contractor Qualifications:

The Contractor of Choice must have North American Board of Certified Energy Practitioners (NABCEP) on its full-time staff.

The Contractor of Choice must have been in the renewable energy business for a minimum of five (5) consecutive years to the present.

The Contractor of Choice must be a licensed electrical contractor in good standing in the State of Texas.

The Contractor of Choice must demonstrate completed projects of a similar nature and size in terms of complexity and financial scope.

The Contractor of Choice must have the ability to apply for and coordinate utility rebates in respect to the matching funds mentioned earlier.

All personnel involved in this project must pass a Texas Background Check, and they must also carry on their person a current electrician or HVAC license card issued by the Texas Department of Licensing and Regulation.

Time Line

All projects are time sensitive, and the specific time frames set forth in the grant request must be met. These time frames are dependent upon the timing of grant approval. The Contractor of Choice must be prepared to begin work immediately upon grant approval (potentially 12/04/2009) and the project must be fully completed no later than 07/01/2010.

**NAVARRO COUNTY
 BID NO. 2010-E-009 RENEWABLE ENERGY PROJECTS
 INSTRUCTIONS/TERMS OF CONTRACT**

Reporting Responsibilities

The Contractor of Choice must be able to complete all required reporting to the State Comptroller’s Office in a timely and complete manner. An initial report is due upon approval for the grant, and monthly reports are due no later than the 25th of each month during the process of completing the project. Upon completion of the project, a final report will be required as well. The Contractor will supply the required information to Navarro County no later than five days prior to the due date so it can be forwarded to the State Comptroller’s Office.

Rebates

As noted earlier, the Contractor of Choice will be responsible for applying for all rebates in relation to obtaining matching funds for this project, as well as all associated paperwork and additional requirements. These rebates represent a portion of the Contractor’s payment for services and equipment supplied in completion of this project based on a dollar match of \$2.46 per watt.

Interconnections

The Contractor of Choice will be responsible for all paperwork, procedures and qualifications relating to the project’s interconnectivity to the utility company.

Job Description

Installation of designated Solar Photovoltaic, Grid-Connected Systems (see project chart below), including all necessary work and materials for installation and operation. The Contractor of Choice is responsible for presenting a design that satisfies Navarro County’s requirements, and that design must be approved by Navarro County prior to the start of construction. The Contractor of Choice will provide construction drawings prior to beginning work in B and D size prints, as well as in electronic file in *.dwg and PDF format.

Each system will meet or exceed the specified capacities.

Projects

<u>Location</u>	<u>Address</u>	<u>Watts</u>
Jail	312 N. 2 nd Avenue, Corsicana	75,000
New Annex	500 N. Benton, Corsicana	75,000
Barn 1	3640 W. Highway 31, Corsicana	5,000
Barn 2	907 NW 2 nd Street, Kerens	5,000
Barn 3	17500 FM 709 W, Dawson	5,000
Barn 4	104 E. 2 nd Street, Blooming Grove	5,000
Barn 5	700 S. Austin Ave, Richland	5,000

Inverters will have a web interface and reporting option.

Warranties

Solar Panel	Parts – 25 Years	Labor – 10 Years
Inverter	Parts – 10 Years	Labor – 10 Years
Workmanship	10 Years	

**NAVARRO COUNTY
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Solar Photovoltaic System Specifications

The design of the on-site Solar PV system will be the responsibility of the Contractor of Choice, however the system must be compliant with all existing State of Texas, Federal and Local Guidelines, Laws and Regulations. The Contractor of Choice will be responsible for ensuring all equipment meets all ARRA requirements. All requirements set for interconnectivity will be the met by the Contractor of Choice, as well as any set forth in regard to utility rebates or other cost-sharing entities.

Modules

PV Modules must comply with IEEE 1262 "Recommended Practice for Qualifications of Photovoltaic Modules." All modules will be tested to detect known failure mechanisms affecting performance, reliability, durability, and safety.

Electric Power Requirement

Power must be compatible with the onsite distribution system.

Power capacity should be measured at the inverter AC output using PVUSA Test Conditions (PTC), i.e. 1,000 Watts/m², 20 degree C ambient temperature and wind speed of 1 m/s.

The system installed must include all the hardware needed for the solar PV.

The installed systems must be in accordance with all the applicable requirements of local electrical codes and the National Electrical Code (NEC), including, but not limited to Article 690, "Solar Photovoltaic Systems" and Article 705 – "Interconnected Electrical Power Production Sources."

Systems must be designed and installed using UL or ETL listed components, including the mounting systems.

Modules must be certified to UL 1703 – "Flat-Plate Photovoltaic Modules and Panels."

Inverters must comply with the following requirements:

IEEE 929-2000 – "Recommended Practice for Utility Interface of Photovoltaic Systems" and
 UL 1741 – "Standard for Static Inverters and Charge Controllers for use in Photovoltaic Systems"
 Listed on the CEC list of eligible inverters.

All equipment must be new and listed under the California Solar Initiative. They must be revenue grade, and they must have a bi-directional solar meter required to measure system output. They must have an all-inclusive ten-year warranty against breakdown or degradation of more than 10% from rated output. All applicable code and utility interconnection requirements must be met. In addition, all equipment (i.e., modules, inverters and meters) must be listed as eligible under the California Solar Initiative (CSI) and meet other quality assurance requirements. All installations must be performed by service providers who meet program eligibility requirements.

Other technical codes that will apply include:

AMSE PTCV 50 (solar PV performance)
 ANSI Z21.83 (solar PV performance and safety)
 NFPA 853 (solar PV near buildings)
 NEPA 70 (electrical components)
 National Electrical Code - ANSI C2 – 1999
 All applicable State Building Codes and requirements

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All Balance of Systems (wiring, component wiring, conduits and connections) must be suited for conditions for which they are to be installed. Inverters that are installed outside in the elements shall be installed in all-weather enclosures (NEMA 4) suitable for exterior location and be approved for outdoor installation. An interval data meter must be installed to measure the AC output of the inverter. This meter should be in close proximity to the existing billing meter and in a location accessible to Navarro County facilities personnel.

Meters

The Contractor will provide revenue grade Interval Data Recording (IDR) meters.
 The Contractor of Choice will provide connection to the Navarro County for the purposes of metering, monitoring and data collection of solar production.
 Meters must connect to a monitoring/data collection recording solar production through Time of Use (TOU) increments applicable to the local utility standards with a minimum of 15 minute intervals.
 The system will provide local data on ambient temperature, wind speed and irradiance.

Structural Requirements

All structures, including array structures, shall be designed to resist dead load, live load, plus wind and seismic loads to the geographic area.
 PV systems must be able to withstand wind speeds of at least 95 mph, exposure 4.
 Thermal loads caused by fluctuations of component and ambient temperatures must be combined with all other load combinations.
 All structural components, including array structures, shall be designed in a manner commensurate with attaining a minimum 30 year design life. Particular attention shall be given to the prevention of corrosion at the interconnections between dissimilar metals.
The structural design should provide for easy and cost effective repair or replacement of the roof. The Contractor shall expect to remove and replace roof mounted solar systems no more than one time at the Contractor's expense.

Operation and Maintenance

The Contractor will be responsible for the operation and maintenance of the solar PV system for ten (10) years at the Contractor's own cost and will assure that there will be no interruption to Navarro County's electricity caused by the PV system.
 The Contractor shall provide notification to Navarro County as early as practical, but in no event less than five (5) days prior to any planned maintenance and repairs.
 The Contractor will provide a minimum of ten (10) days notification to Navarro County if any planned repairs or maintenance will result in a disruption to the facility's electrical load.
 There will be no interruption to the power supply to any facility as a result of the installation of the Solar Photovoltaic System. If the power supply must be interrupted, the Contractor will provide emergency backup generation at its own expense to prevent interruption to the local power supply.
 The Contractor will provide all maintenance and repairs for ten (10) years.

NAVARRO COUNTY
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Payment

Payment will be in accordance with RE-AG1-2010.

Payment will not be tendered until funding is received from grant proposals.

The system must be fully installed and operational, and it must meet or exceed requirements prior to payment.

Utility rebates are the Contractor's responsibility. Rebates will be assigned to the Contractor as an assigned portion of the Contractor's payment. (See the REBATES paragraph above for the scheduled rebate amount from the utility provider.)

The following example represents how the rebates should be applied:

Example: \$100,000 Project
 \$ 25,000 Rebate
 \$ 75,000 Due From Navarro County

Navarro County's \$75,000 is based on receipt of the grant.

The Contractor will receive \$75,000 from Navarro County from grant proceeds, as well as the \$25,000 from the utility rebate (the Contractor is responsible for applying for and collecting this rebate.)

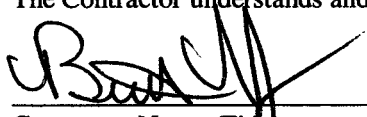
Familiarity With Grant Requirements

The Contractor will be responsible for being familiar with and abiding by all requirements identified in ARRA RE-AG1-2010:

http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=85234

Contractor Acknowledgment of Conditions

The Contractor understands and accepts the Terms and Conditions of this grant.



Contractor Name, Title

11-30-09

Date

The specific grant application made by Navarro County is available for viewing by contacting:

H.M. DAVENPORT, COUNTY JUDGE
300 WEST 3RD AVENUE
CORSICANA, TX 75110
903-654-3025

(Contract Bid Form On Next Page)

NAVARRO COUNTY
BID NO. 2010-E-009 RENEWABLE ENERGY PROJECTS
INSTRUCTIONS/TERMS OF CONTRACT

Contract Bid Form

(Please Write Legibly)

Contractor Name: HOBSON AIR CONDITIONING

Street Address: 1412 GREENWOOD ROAD

City/State/ZIP: WEATHERFORD, TX 76088

Main Phone #: (817) 596-4808

Email Address: tina.harrison@acgenius.com

TECL #: TECL33897 Expires: 07/09/2010

Contact Name: TINA HARRISON

Phone #: (817) 596-4808

Project Name	Bid Amount (including Rebate from Utility Provider) (Ex.: \$5000.00 / Five Thousand Dollars & No Cents)	Matching Funds (Utility Rebate)
Jail	\$806,250.00 EIGHT HUNDRED SIX THOUSAND TWO HUNDRED DOLLARS AND NO CENTS	\$184,500
New Annex	\$806,250.00 EIGHT HUNDRED SIX THOUSAND TWO HUNDRED DOLLARS AND NO CENTS	\$184,500
Barn 1	\$57,500.00 FIFTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS	\$12,300
Barn 2	\$57,500.00 FIFTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS	\$12,300
Barn 3 Richland	\$57,500.00 FIFTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS	\$12,300
Barn 3 Dawson	\$57,500.00 FIFTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS	\$12,300
Barn 4	\$57,500.00 FIFTY-SEVEN THOUSAND, FIVE HUNDRED DOLLARS AND NO CENTS	\$12,300

In signing this bid, I acknowledge I understand the requirement that the State must approve the grant(s) for the above projects before any work may be performed, and I agree to meet or exceed all performance standards and expectations.

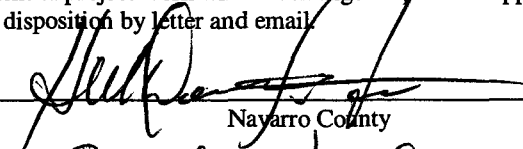
Signature: [Signature] Date: 11-30-09
Contractor

Title: REAS

NAVARRO COUNTY
BID NO. 2010-E-009 RENEWABLE ENERGY PROJECTS
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BID AWARD & CONTINGENCY CONTRACT

Based upon documentation and evidence supplied by the Contractor, Navarro County accepts this bid proposal subject to grant approval for ARRA funding under the Distributed Renewable Energy Technology Stimulus Grant described in RE-AG1-2010. Commencement of project work will be contingent upon that approval. The Contractor will be officially informed of the grant application's disposition by letter and email.

Signature:  Date: 11-30-09
Navarro County

Title: County Judge

NAVARRO COUNTY
BID NO. 2010-E-009 RENEWABLE ENERGY PROJECTS
INSTRUCTIONS/TERMS OF CONTRACT

BID PROPOSAL AFFIDAVIT

The undersigned certifies that the bid prices in this proposal have been carefully reviewed and are submitted as correct and final. He further certifies that the bidder agrees to furnish any and/or all items upon which prices are extended at the price(s) offered, and upon the conditions contained in the specifications of the Invitation to Bid. The period of acceptance of this bid proposal will be thirty (30) calendar days from the date of the bid opening.

STATE OF TEXAS §
COUNTY OF NAVARRO §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who, after being duly sworn, did depose and say: "I, _____, am a duly authorized officer or agent for _____, and have been authorized to execute the foregoing bid proposal on their behalf. I hereby certify that the foregoing proposal has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has he been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of the services or materials bid on, or to influence any person or persons to bid or not to bid thereon.

Name and Address of Bidder: _____

Telephone: _____

By: _____ Title: _____

(Type or Print Name) Signature: _____

SUBSCRIBED AND SWORN to before me by the above named on this the ____ day of _____, 20 ____.

Notary Public in and for the State of Texas

NAVARRO COUNTY
BID NO. 2010-E-009 RENEWABLE ENERGY PROJECTS
INSTRUCTIONS/TERMS OF CONTRACT

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal.

This form must be returned with your proposal.

REFERENCE 1

Company Name: _____
Address: _____
Contact Person/Title: _____
Phone: _____ Fax: _____ e-mail: _____
Contract Period: _____ Scope of Work: _____

REFERENCE 2

Company Name: _____
Address: _____
Contact Person/Title: _____
Phone: _____ Fax: _____ e-mail: _____
Contract Period: _____ Scope of Work: _____

REFERENCE 3

Company Name: _____
Address: _____
Contact Person/Title: _____
Phone: _____ Fax: _____ e-mail: _____
Contract Period: _____ Scope of Work: _____

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ACORD. CERTIFICATE OF LIABILITY INSURANCE		OP ID JE HOBSO-1	DATE (MM/DD/YYYY) 11/13/09
PRODUCER Bryan Insurance Agency P. O. Box 839 Graham TX 76450 Phone: 940-549-2525 Fax: 940-549-4902		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Hobson Air Conditioning Inc 122 East Church Street Weatherford TX 76086		INSURERS AFFORDING COVERAGE INSURER A: Southern Vanguard Insurance Co INSURER B: Allstate Insurance Company INSURER C: Texas Mutual Insurance Company INSURER D: INSURER E:	NAIC # 29335

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CMP5501203	01/29/09	01/29/10	EACH OCCURRENCE	\$ 1000000
		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 300000	
						MED EXP (Any one person)	\$ 10000
						PERSONAL & ADV INJURY	\$ 1000000
						GENERAL AGGREGATE	\$ 2000000
						PRODUCTS - COMP/OP AGG	\$ 2000000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	048642465	12/01/08	12/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		BODILY INJURY (Per person)				\$	
		BODILY INJURY (Per accident)				\$	
		PROPERTY DAMAGE (Per accident)				\$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF0001185073	11/01/09	11/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
		E.L. EACH ACCIDENT				\$ 1000000	
		E.L. DISEASE - EA EMPLOYEE				\$ 1000000	
						E.L. DISEASE - POLICY LIMIT	\$ 1000000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Philip Ray Hobson #TACLA000386C; Philip Brian Hobson #TACLB023816E
 Philip R Hobson #33897

CERTIFICATE HOLDER NAVA002 Navarro County 300 W 3rd Ave., Ste 102 Corsicana TX 75110	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Denny Bryan</i>
---	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Belgium and Holland are the sponsors



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on the 23rd day of

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[Handwritten signature]
[Handwritten name]

RFA No. RE-AG1-2010:

**REQUEST FOR APPLICATIONS (RFA) FOR
DISTRIBUTED RENEWABLE ENERGY
TECHNOLOGY PROGRAM**

**Navarro County
300 W. 3rd Ave.
Corsicana, TX 75110
Phone: 903-654-3025
Fax: 903-872-0778**

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Transmittal Letter

Date: October 27, 2009

To: Susan Combs, Comptroller of Public Accounts
State Energy Conservation Office

From: Navarro County
300 W. 3rd Ave.
Corsicana, TX 75110

Subject: Application for the Distributed Renewable Energy Technology Stimulus
Grant Program (RFA RE-AG1-2010)

Please accept our application for the Distributed Renewable Energy technology Stimulus Grant Program. Navarro County has performed energy upgrades to existing facilities, and we have taken energy conservation and emission control into consideration when purchasing new equipment. We look forward to continuing those efforts with the implementation of the solar powered energy technology described in this application.

Our hope is for the complete approval of this package, but we will obviously appreciate any of the projects you may select from our submission. Electricity usage is a considerable portion of our annual budget, and the opportunity to replace much of that usage with solar powered technology is attractive to us for obvious reasons.

The projects we have chosen are shovel-ready, and they are ready for commitments from the selected contractor to begin work once formal approval is provided and the contract can be awarded. Please see our attached time schedule for the project.

We have chosen Solar PV as our technology of choice for the following reasons:

- **Long-Term Reliability**
 - Ensures our system will be operational over the long-term.
 - Renewable energy technology is an economically viable power source for both the present and the future.
- **Low Maintenance**
 - Solar technology provides a true cost-savings that is not diminished by increased and on-going maintenance costs as time passes.
 - Solar technology does not require initial and on-going training for employees.
 - Solar technology accomplishes its task silently.
- **Visible To the Public**
 - Projects were chosen to provide a visual impact to the community.
 - Due to its visibility, it demonstrates our commitment to energy independence to the public.
 - It also demonstrates the viability of retrofitting existing structures for solar power technology.

- **Trackable Performance**

- The system can be configured to provide automated reporting.
- The system's performance can be posted on our website for public viewing, demonstrating a positive impact on the economy and the environment.

- **Silent Operation**

- Solar technology eliminates "sound pollution."
- Its use will enhance the public's attitude toward green energy production.

- **Solar Technology Can Be Implemented Almost Anywhere**

- Many renewable energy technologies require specific locations to be applicable, whereas solar technology can be implemented virtually anywhere the system has a clear view of the sun.

Two final considerations came to the forefront as we studied the potential resources available to us. First, solar technology can be installed in a quick and timely manner, and second, the products necessary to implement it are commercially proven and can be installed in the allocated time.

We look forward to your decision.

H.M. Davenport, County Judge
Navarro County

Date

Executive Summary

In accordance with the American Recovery and Reinvestment Act of 2009, Navarro County has applied for grant funding to assist in the installation of Solar Photovoltaic (PV) power.

The Navarro County Renewable Energy Technology Project's objectives are quite clear in relation to the intent of the American Recovery and Reinvestment Act (ARRA). By successfully installing solar power, the Navarro County will reduce its electrical usage significantly and also reduce the amount of greenhouse gases that are created through the generation of electricity through more traditional methods, such as burning coal. The State of Texas additionally has a target of having 10,000 Megawatts of power produced in-state by 2025, and the installation of solar power through our project will assist in meeting that goal as well.

The Director of the Navarro County Renewable Energy Technology Project is H.M. Davenport.

When completed, facilities owned and operated by Navarro County will make use of solar photoelectric cell technology that will be connected to the grid. One of the projected outcomes of this project is the added benefit of allowing the money saved to be utilized for other purposes, such as preserving the jobs of those currently employed by Navarro County and creating the potential for additional jobs.

Major participants in this project include employees of Navarro County, as well as Navarro County which will assist in cost-matching through utility rebates.

(See Attachment M for a more detailed summary of the project.)

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Applicant Identifying Information

A) Name & Address of Eligible Governmental Entity

Navarro County, 300 W. 3rd Ave., Corsicana, TX 75110

B) Proof Applicant is an Eligible Governmental Entity

Navarro County is a recognized county in the State of Texas, thus meeting the definition of an eligible governmental entity.

Name & Location of Major Offices Relating To This Project

Jail & Justice Center, 312 N. 2nd. Ave., Corsicana, TX
Pct. 1 Barn, 3640 W. Hwy 31, Corsicana, TX
Pct 2 Barn, 907 NW 2nd St., Kerens, TX
Pct 3 Barn, 17500 FM 709 N, Dawson, TX
Pct 4 Barn, 104 2nd St., Blooming Grove, TX
Pct 5 Barn, 7005 Austin Ave., Richland

C) Name, title, address, telephone number, email address & fax number of principal contact person regarding the Awarded Grant.

H.M. Davenport. County Judge
300 W. 3rd Ave., Corsicana, TX 75110
Phone: 903-654-3025
hdavenport@navarrocounty.org
FAX: 903-872-0778

D) Federal Employer Identification Number: 75-6001092

E) DUNS Number: 071371363

F) CCR Registration: 5EK81 (Active until 04/16/2010)

G) Texas Identification Number: 17560010922

H) Full name & Address for each member, partner, and employee of the Applicant who will be involved in the project:

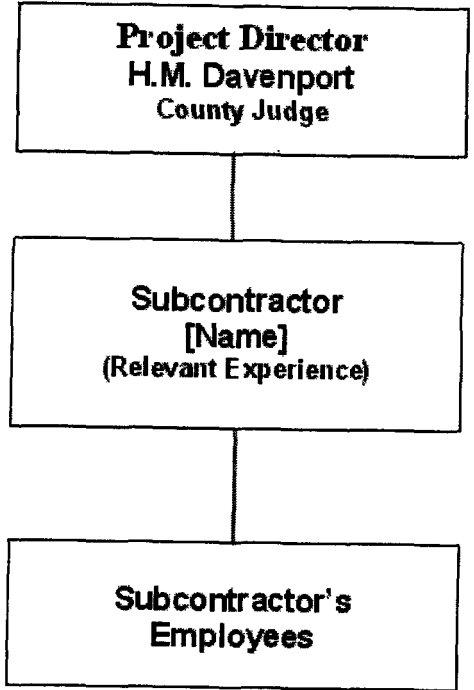
H.M. Davenport, County Judge Relevant Experience: 3 Years in Current Position
300 W. 3rd Ave., Ste. 102
Corsicana, TX 75110

Kathy Hollomon, County Auditor Relevant Experience: CPA w/26 Years Experience
300 W. 3rd Ave., Ste. 10
Corsicana, TX 75110

Julie Ferguson, Commissioner's Court Coordinator Relevant Experience: 7 Months current position
300 W. 3rd Ave. Ste. 14
Corsicana, TX 75110

I) Project Director: H.M. Davenport, County Judge
Business Phone Number: 903-654-3025

Organizational Chart



Subcontractor Identifying Information

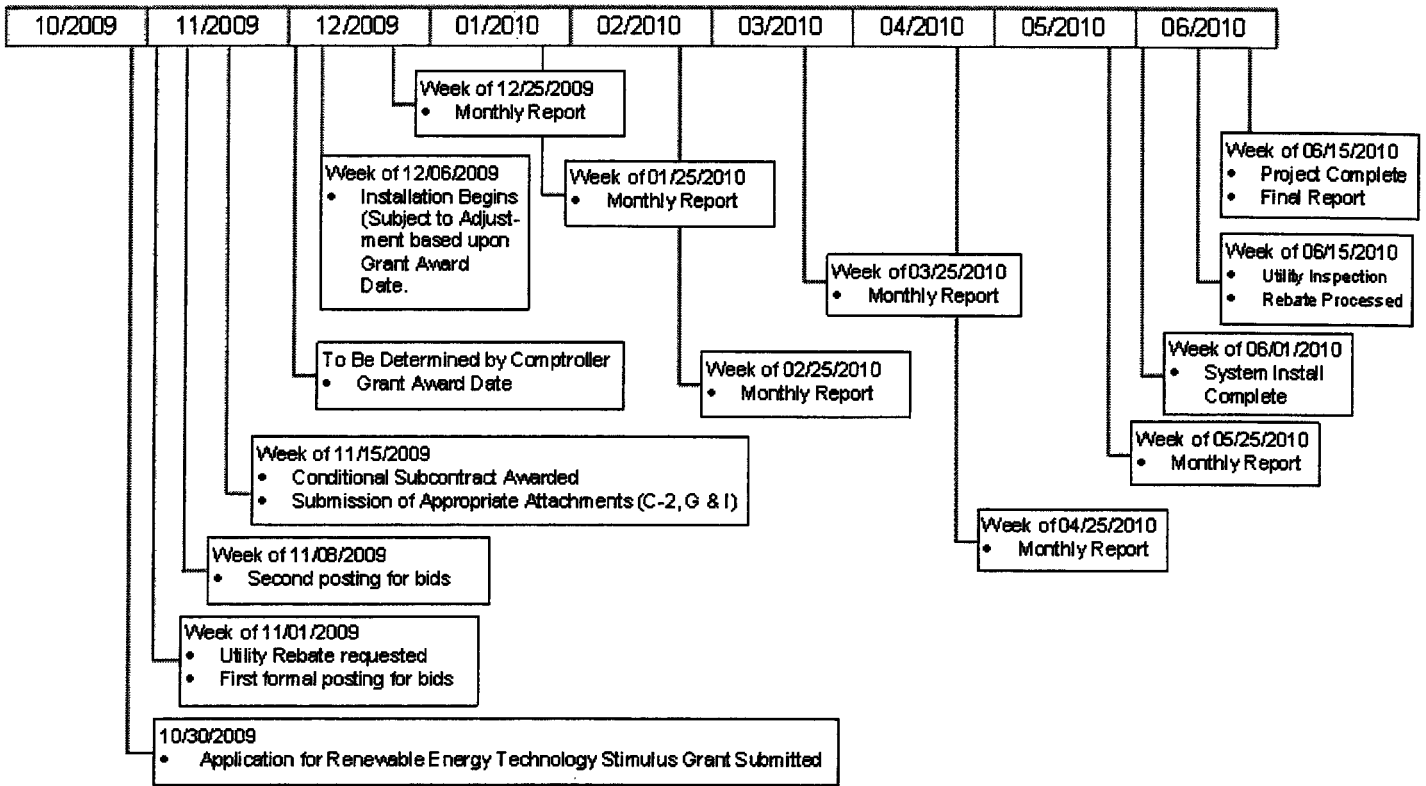
- A subcontractor has not been selected at this time, however we have discussed our project with a reputable subcontractor to ensure our plans, timetables, and project goals are practical.
- Attachments C-2, G and I currently reflect that fact. The bidding process will end the week of 11/15/2009 (as reflected by our Project Timeline.) When one is selected, that information will be supplied.

Project Work Plan

Since the purpose of the Distributed Renewable Energy Technology Stimulus Grant is to assist in increasing the amount of installed renewable energy in the State of Texas, further develop the potential for renewable energy in the State of Texas, and to assist Texas in meeting its goal of ten thousand megawatts by the year 2025, as well as to advance the market for renewable energy, our plan is designed to meet each of those goals. We have surveyed our current utility needs and have determined that Solar PV renewable energy is the best option for us, and we have determined where that technology will be implemented. We will select a subcontractor whose work and experience reflect both reliability and the necessary skills to perform the required work. In addition, we will be closely supervising the work as it is done to ensure it meets our needs and specifications. We are prepared to move forward as soon as the grant is awarded and the subcontractor is selected.

- A. **Project Summary** – In order to develop much of the information in regard to our project’s goals, timetables, and feasibility, we have consulted with experts in the business of installing solar technology. We are satisfied our project is both feasible and achievable. The Solar PV project we’ve outlined will provide sufficient renewable energy to successfully accomplish the task of substantially reducing costs and also reducing greenhouse emissions.
- Accomplishment of this goal will be quickly realized as soon as the Solar PV is placed online, as it should immediately demonstrate the desired results through a reduction in the usage from outside sources. Our plan, as reflected by the spreadsheet included with our budget information in Appendix A, Attachment B, shows [number] units have been targeted for installation.
- B. **Risk Management** – The advantage to our plan is the technology is proven and available. The primary concern is to select the right subcontractor, and a thorough examination that the skills, experience, reputation and reliability of the subcontractor will be essential to the plan’s success. Close coordination with the subcontractor will result in the quick identification of problem areas and assist in appropriate solutions.
- C. **Milestone Log** – Another advantage of our Solar PV project is it can be quickly implemented. Once the grant is approved, we can move forward with the attached timeline. Selection of the subcontractor should be accomplished as shown as well, therefore the time frame from implementation to completion should easily fall within the dates shown on the Project Timeline.
- D. **Project Timeline** – Attached on the next page.
- E. **Success Criteria At Decision Points** – Success will be determined when the goals shown on the attached timeline are met. Critical decision points will rely upon the award of the grant, the selection of the subcontractor, availability of equipment, and the awarding of the utility rebate.

Project Timeline



We fully anticipate the successful conclusion of this project without major problems. However, by way of explanation, please note the selection of the subcontractor will occur prior to the announcement of the award, and the forms relevant to the subcontractor will be completed and submitted at the earliest possible time following that selection. At that point, the subcontractor will also supply information regarding the equipment and procedures to be followed in the timely completion of the project.

The start date of the project is subject to the timeline of the award of the grant.

ATTACHMENT B
BUDGET

Budget:	\$0.00
Equipment	\$0.00
Subcontract	\$0.00
Total Amount	\$0.00
Match:	\$0.00

(See the next page for additional information.)

Attachment B

Budget

Proposal for renewal energy utilizing SECO Distributed Renewable Energy Technology Stimulus Grant

Budget \$1,900,000

Equipment* * Included in Subcontract

Subcontract \$1,900,000

Total Amount \$1,900,000

Match \$430,500 22.66%

Entity **Navarro County**

Photovoltaic Electric System

Utility Provider Oncor

\$ \ Watt Rebate \$2.46 **Utility Effective Rate** \$0.15

Greenhouse Gas Reductions				Jobs		
	Carbon Dioxide LB	Methane LB	Nitrous Oxide LB	Jobs Created From Installation	Jobs Created or Retained From Savings Per Year	Total # Jobs First Year
Per MWH	1,460	0.00770	0.01460			
Per KWH	1.46	0.000008	0.000015			

System #	System	Location	Watts DC	Investment	Utility Rebate	Grant Amount	\$ Cost to Local Entity	Estimated Annual Savings	Grant %	KWH Year	Carbon Dioxide LB	Methane LB	Nitrous Oxide LB	Jobs Created From Installation	Jobs Created or Retained From Savings Per Year	Total # Jobs First Year
1	Jail	312 north 2nd Ave Corsicana	75,000	\$806,250	\$184,500	\$621,750	\$0	\$25,356	77.1%	169,041	246,799	1.30	2.47	8.76	0.3	9.04
2	New Annex	500N. Benton Corsicana	75,000	\$806,250	\$184,500	\$621,750	\$0	\$25,356	77.1%	169,041	246,799	1.30	2.47	8.76	0.3	9.04
3	Barn 1	3640 West Highway 31 Corsicana	5,000	\$57,500	\$12,300	\$45,200	\$0	\$1,690	78.6%	11,269	16,453	0.09	0.16	0.63	0.0	0.64
4	Barn 2	907 NW 2nd Street Kerens	5,000	\$57,500	\$12,300	\$45,200	\$0	\$1,690	78.6%	11,269	16,453	0.09	0.16	0.63	0.0	0.64
5	Barn 3	17500 FM 709 W Dawson	5,000	\$57,500	\$12,300	\$45,200	\$0	\$1,690	78.6%	11,269	16,453	0.09	0.16	0.63	0.0	0.64
6	Barn 4	104 East 2nd Street Blooming Grove	5,000	\$57,500	\$12,300	\$45,200	\$0	\$1,690	78.6%	11,269	16,453	0.09	0.16	0.63	0.0	0.64
7	Barn 5	7005 Austin Ave	5,000	\$57,500	\$12,300	\$45,200	\$0	\$1,690	78.6%	11,269	16,453	0.09	0.16	0.63	0.0	0.64
	Totals		175,000	\$1,900,000	\$430,500	\$1,469,500	\$0	\$59,164	77.3%	394,428	575,865	3.04	5.76	20.65	0.6	21.30

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Note: Jobs created estimates are based on Executive Office of the President Council of Economic Advisors Report Dated May 2009

http://www.recovery.gov/Documents/Jobs_Report_Final.pdf

Note: Greenhouse Gas Reductions are Based on Updated State-Level Greenhouse Gas Emission Coefficients for Electricity Generation US Department of Energy

<http://www.eia.doe.gov/pub/olaf/1605/cdrom/pdf/e-supdoc.pdf>

Work Plan Spreadsheet (Insert the spreadsheet here.)

Utility Rebate Information

10/28/09 Texas

Incentives/Policies for Renewables & Efficiency
Oncor Electric Delivery - PV Incentive Program

Last DSIRE Review: 02/03/2009 Incentive Type:Utility Rebate Program

State: Texas

Eligible Renewable/Other Technologies: Photovoltaics

Applicable Sectors: Commercial, Industrial, Residential, Nonprofit, Schools, Local Government, Builder/Developer, State Government, Installer/Contractor, Tribal Government, Fed. Government, Multi-Family Residential, Must be an Oncor Customer

Incentive Amount:\$2.46/W DC

Maximum Incentive: Residential: \$24,600

Non-residential: \$246,000

Eligible System Size:2 MW (interconnection and net metering limit); system must be sized so that estimated production does not exceed annual on-site energy consumption

Equipment Requirements: Equipment must be new and listed as eligible under the California Solar Initiative; revenue-grade, bi-directional solar meter required to measure system output; systems must have an all-inclusive five-year warranty against breakdown or degradation of more than 10% from rated output.

Installation Requirements: Systems must be grid-connected and installed on the customer's side of the meter; estimated system performance must be at least 80% of optimal, unshaded output as measured by PVWatts; Must use Service Provider from Oncor's registered Service Provider list (specific eligibility requirements)

Program Budget: All Sectors (2009 - 2012): ~\$16,672,000

Residential (2009): \$2,818,517

Commercial/Industrial (2009): \$900,023

Government/Non-profit (2009): \$463,648

Ownership of Renewable Energy Credits: Customer initially, but Oncor reserves right to claim RECs produced by rebated systems at a later date

Expiration Date:12/31/2009 or when funds are exhausted (2009 program year)

Project Review/Certification: Program manager may perform both pre- and post-installation inspections. Projects are subject to performance verification up to 5 years after completion.

Web Site: <http://www.oncor.com/electricity/teem/consumer/solarpv.aspx>**Summary:**

Oncor Electric Delivery offers rebates to its customers that install photovoltaic (PV) systems on homes or other buildings. Oncor customers of all rate classes (e.g., residential, commercial, etc.) are eligible to participate in the program. The term "customer" means "the entity with financial responsibility for paying the electric bill for the meter behind which the distributed solar energy equipment is to be installed." Rebates may be assigned to the customer, a service provider, or a third party.

Rebates for new construction projects are permitted, but could involve complications that conflict with program guidelines. Special considerations and rules also apply to apartments, rentals, condominiums, leased properties, large companies, and government agencies. Interested parties are encouraged to contact the program manager prior to submitting an application.

Rebates are offered at a flat rate of \$2.46 per watt DC for all customers. The maximum rebate is \$24,600 for residential customers (10 kilowatts) and \$246,000 for non-residential customers (100 kW). Individual system size is limited by the Texas interconnection and net metering limits for distributed renewable generation (currently 2 MW). In addition, systems may not be sized to produce energy in excess of that required to meet annual on-site energy consumption apply for one rebate per point of service, as defined by a unique meter ESI-ID number. Customers with multiple points of service are therefore permitted to apply for multiple rebates, subject to the restriction above and other program limits (e.g., limits on total incentives available to a single customer).

Systems must be new, connected to the grid on the customer side of the meter, meet minimum estimated performance requirements (80% of optimum), and meet all applicable code and utility interconnection requirements. In addition, all equipment (i.e., modules, inverters and meters) must be listed as eligible under the California Solar Initiative (CSI) and meet several other quality assurance requirements. All installations must be performed service providers who meet program eligibility requirements. Service providers are also subject to ongoing quality assurance standards and are required to attend technical training sessions. Installations may be subject to a variety of inspection and performance monitoring requirements in the short- and long-term.

(Continued on next page)

Utility Rebate Information

System owners will initially retain title to renewable energy certificates (RECs) produced by their system. However, Oncor reserves the right to claim RECs produced by rebated systems at a later time.

The total program budget is roughly \$4.2 million in 2009 with specific allocations devoted to residential, commercial/industrial, and government/non-profit projects. The respective allocations will be applied to applications during the initial "regular" season for incentive reservation, which runs through August 31, 2009. The subsequent "open" season will pool all unreserved funds together and offer them on a first-come, first-served basis beginning September 14, 2009, and ending December 31, 2009. Residential incentive reservations expire six calendar months after the date of acceptance and other incentive reservations expire 12 calendar months after the date of acceptance. Incentives are limited to individual customers and service providers as a percentage of the total funding available. Different participation limits apply to the regular and open reservation seasons.

Contact program personnel for additional information on program applications, incentive eligibility, installer qualifications and other program details.

Contact: Steve Wiese

Oncor's Take a Load Off, Texas Solar PV Program
1515 S Capital of Texas Highway, Suite 110
Austin, TX 78746
Phone: (512) 372-8778
E-Mail: swiese@frontierassoc.com

Conflict of Interest Statement

I, H.M. Davenport representing Navarro County, hereby state that the Distributed Renewable Energy Technology Project being undertaken by our city will be completed according to the requirements of the Project Plan as well as within the guidelines presented in the ARRA RFA RE-AG1-2010 document.

In addition, the required resources to complete the project are available, and the Project is free from outside direction. Only those shown in this document and a subcontractor to be selected prior to the commencement of the Project (effective 12/04/2009 or at the earliest possible date following approval of the grant) will be involved in the process of completing the Project.

No individual involved in this Project, including the Grantee, has been an employee of the Comptroller in the past. No potential conflicts of interest currently exist, nor are any anticipated.

The Grantee further affirms that it has not given, nor does it intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or any representative of the same in connection with this RFA.

Signature: H.M. Davenport, County Judge
Navarro County

Date

Appendix A
Grant Agreement

COMPTROLLER OF PUBLIC ACCOUNTS GRANT AGREEMENT [ARRA]

STATE OF TEXAS

COUNTY OF TRAVIS

Recitals

Whereas, the United States Congress enacted and the President signed the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (2009) (ARRA) to promote economic recovery, investment and creation of new jobs and opportunities for all Americans including Texans in the form of stimulus grant funds for projects that meet the requirements of both ARRA and Comptroller’s SECO programs, funded through the United States Department of Energy (DOE); and

Whereas, the Comptroller of Public Accounts (Comptroller) Stimulus Program (the “Program”) has applied for and the Comptroller has been awarded ARRA funds to support the Comptroller’s State Energy Program for energy efficiency, renewable energy, energy assurances and other initiatives, which are managed by the State Energy Conservation Office (SECO); and

Whereas, Chapters 403, 447, and 2305, Texas Government Code; 42 U.S.C. §§ 6321, *et seq*, and the Act, P.L. 111-5, (2009), authorize the Comptroller and SECO to consider applications for and award ARRA stimulus funds to local governments, municipalities, and other governmental organizations to fund approved grant-funded projects and activities; and

Whereas, the Comptroller published a Notice of Availability and Request for Applications (RFA) for ARRA grant funding in order to make competitive awards of grants; and

Whereas, [Eligible Governmental Entity name] is eligible to receive an award of ARRA grant funding as a result of the RFA process to be utilized for purposes authorized by ARRA; and

Whereas, the Comptroller wishes to award ARRA grant funding to [Eligible Governmental Entity name](Grantee) and the Comptroller and Grantee wish to enter into this Grant Agreement (the “Agreement”); and

Whereas, on _____, 2009, the governing board or board of trustees of Grantee [enter name _____] adopted a resolution authorizing execution of this Agreement; and] (*optional depending on Grantee*)

Whereas, under this Agreement, Grantee shall fully comply with all terms, conditions, requirements, and other requirements of the Program and this Grant Agreement, including those set forth in the Attachments attached to and incorporated in this Agreement; and

Whereas, in consideration of Grantee’s compliance with all eligibility and other requirements of the Program and this Agreement, Comptroller agrees to award ARRA funds to Grantee on a cost reimbursement basis in an amount not to exceed [\$----000.00]; and

Whereas, the foregoing grant amount shall be utilized by Grantee solely for the purposes of the Program and Comptroller’s requirements regarding same, in addition to requirements as may be provided by Comptroller throughout the term of this Agreement.

Now, Therefore, in consideration of all of the foregoing, the parties hereby agree as follows:

I. Parties

This Agreement is made and entered into by the following parties:

Comptroller: Comptroller of Public Accounts,
LBJ State Office Building
111 E. 17th Street
Austin, Texas 78774

Grantee: _____

II. Authority

This Grant Agreement (Agreement) is entered into pursuant to Chapters 403, 447, and 2305, Texas Government Code; 42 U.S.C. §§6321, *et seq*, and the American Recovery and Reinvestment Act of 2009, P.L. 111-5 (2009) (ARRA). Funding of this grant is provided by the Comptroller of Public Accounts via the United States Department of Energy (DOE).

III. Services

Grantee shall utilize the grant funds solely for the purposes authorized by the Comptroller and the Program and shall maintain full compliance with all terms and conditions described in the Grant Application and all Attachments to this Agreement, which are attached here and incorporated here for all purposes. In addition, Grantee shall fully comply with all special provisions of this Agreement and reporting requirements and with Comptroller directives, throughout the term of this Agreement.

Grantee shall retain full control over the personnel, equipment, supplies, and other items Grantee selects as necessary to comply with the terms of this Grant and as described in Attachment A. This Agreement does not involve proprietary rights or intellectual property issues.

Grantee shall submit such records, information, and reports in such form and at such times as may be required by Comptroller; these reports shall include, but are not limited to, the reports specified in Attachment B.

IV. Payments

Total payments to Grantee under this Agreement shall not exceed _____ (\$000.00). Grantee's payments under this Agreement are limited to reimbursements of actual authorized costs incurred pursuant to the budget provided in Attachment B, attached to and incorporated in this Agreement. No other amounts shall be paid. Each month, Grantee shall submit each request for payment by submitting a detailed invoice, listing expenses by budget categories to the Comptroller. Grantee shall submit invoices that are fully supported by receipts and such other documentation. Comptroller reserves the right, in its sole discretion, to withhold payment of invoices for which Grantee does not submit documentation acceptable to Comptroller. Grantee shall submit monthly invoices for services performed and costs incurred in the prior month.

Title to and control over equipment or license of any software so purchased for Grantee's performance under this Agreement shall remain with Grantee so long as it is being used for the purpose for which it was intended under the terms of this Agreement.

Comptroller reserves the right, in its sole discretion, to authorize revisions to budgeted amounts to provide for flexibility within budget categories. Comptroller must give prior approval of all such revisions through its execution of a written amendment to this Agreement.

V. Inspection, Monitoring and Records

Grantee shall permit Comptroller to inspect and shall make available to Comptroller for inspection any and all pertinent records, files, information and other written material pertaining to the operation of programs and expenditure of funds under this Agreement. This information includes, but is not limited to, all information maintained by Grantee or any of its agents, employees or other parties. Grantee shall maintain, keep and preserve at its principal office all such records for a period of four (4) years and make the same available to Comptroller, other state or federal agencies for auditing or other purposes authorized by applicable federal or state law or guidelines. Comptroller may also carry out monitoring and evaluation activities to ensure Grantee's compliance with the Program that is the subject of this Agreement and to make available copies of all financial audits and related management letters of Grantee, if any, as required under any applicable federal or state law or guidelines. Grantee shall also comply with the inspection, monitoring and records requirements described in Attachment B.

VI. Termination

Comptroller reserves the right, in its sole discretion, to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Grantee.

Upon receipt of notice of termination from Comptroller, Grantee shall immediately cease to submit monthly statements or requests for reimbursement and shall cancel, withdraw or otherwise terminate any outstanding orders or commitments under this Agreement as of the effective date of such termination and shall otherwise cease to incur any costs; Comptroller shall have no liability whatsoever for any costs incurred after such termination date.

VII. Indemnification

TO THE EXTENT PERMITTED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COMPTROLLER, ITS OFFICERS, AND EMPLOYEES AND GRANTEES, AND THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES AND GRANTEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE, GRANTEE OR ANY AGENT, EMPLOYEE, SUBGRANTEE, OR SUPPLIER OF GRANTEE OR GRANTEE IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT WITH COMPTROLLER OR THE STATE RESULTING FROM THIS AGREEMENT. GRANTEE SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY COMPTROLLER.

THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE COMPTROLLER OR THE STATE FROM ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF COMPTROLLER OF ITS EMPLOYEES.

VIII. Subcontracting

Grantee may subcontract or sub-grant for the purposes of this Agreement as specifically authorized by Comptroller pursuant to the terms and subject to compliance with the flow down provisions of Attachment I of this Agreement.

IX. Amendments

This Agreement may only be amended upon the written agreement of the parties by executing an amendment to this Agreement; however, Comptroller may unilaterally amend this Agreement as provided in Paragraph XVIII.

X. Incorporation of Attachments; Incorporation by Reference

This Agreement consists of all of the following documents which are attached to and incorporated in this Agreement for all purposes:

- This Grant Agreement;**
- The Comptroller's RFA; Official Questions & Answers**
- Attachment A: Deliverables Statement**
- Attachment A-1: Application**
- Attachment B: Project Budget**
- Attachment C: DOE Required Special Terms & Conditions;**
- Attachment C-1: Assurance of Compliance with Nondiscrimination Laws-Grantee;**
- Attachment C-2: Assurance of Compliance with Nondiscrimination Laws-Subcontractor**
- Attachment D: Certification Regarding Debarment, Suspension, Eligibility;**
- Attachment E: Certification Regarding Lobbying, Suspension;**
- Attachment F: Lobbying Activities;**
- Attachment G: National Environmental Policy Act Assurances as Award Terms;**
- Attachment H: Intellectual Property Provisions;**
- Attachment I: Subcontractor or Sub-grantees; Flow down Provisions; and**
- Attachment J: Affidavit of Compliance**
- Attachment K: Execution of Application**
- Attachment L: Reporting Requirements**

In the event of a conflict, the documents shall control in the following order of precedence:

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1. **Grant Agreement and its Attachments**
2. **Comptroller's RFA and Question and Answer document**
3. **Agreed Project Work Plan; and**
4. **The Application**

All applicable rules, regulations and all other requirements imposed by law, including, but not limited to, those pertinent rules and regulations of Comptroller and the State of Texas, are incorporated into this Agreement by reference as if specifically written herein.

XI. Funding

Comptroller's performance of its obligations under this Agreement is contingent upon and subject to availability of and actual receipt by Comptroller of sufficient and adequate funds from the sources contemplated by this Agreement. This Agreement is subject to immediate cancellation or termination, without penalty to Comptroller, subject to the availability and receipt of these funds. In addition, Comptroller's authority and appropriations are subject to the actions of the Texas Legislature. If Comptroller becomes subject to a legislative change, revocation of statutory authority or lack of funds that would render the services to be provided under this Agreement impossible or unnecessary, Comptroller may terminate this Agreement without penalty to Comptroller or the State of Texas. In the event of a termination or cancellation under this Paragraph, Comptroller shall not be required to give notice and shall not be liable for damages or losses caused or associated with such termination or cancellation.

XII. Term of Agreement

The term of this Agreement shall begin on the date executed by all parties and be effective until _____, unless terminated earlier in accordance with other provisions of this Agreement. The provisions of the following shall survive the termination or expiration of this Agreement: Paragraphs V, VII, XV, XVI, XVII; Sections 20.2, 20.3, 20.6; and Attachment C.

XIII. Force Majeure

Except as otherwise provided, neither Grantee nor Comptroller shall be liable to the other for any delay in, or failure of performance of any requirement contained in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provide the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, terrorist attacks, fires, explosions, earthquakes, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with proof of receipt within three (3) business days of the existence of such force majeure or otherwise waive this right as a defense.

XIV. Assignment

Grantee shall not transfer or assign any rights or duties under or any interest in this Agreement. Grantee shall not delegate its responsibilities or duties under the terms of this Agreement.

XV. Property Rights

For purposes of this Agreement, the term "Work" is defined as all reports, work papers, work products, materials, approaches, designs, specification, systems, documentation, methodologies, concepts, intellectual property or other property developed, produced or generated in connection with the Grantee's Project(s) under this Agreement. Grantee acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of Comptroller.

Grantee does hereby assign, and transfer to Comptroller, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, and incorporating the Work, and in and to all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. Grantee agrees to execute all papers and to perform such other property rights transfers, as Comptroller may deem necessary to secure for Comptroller or its designee the rights herein assigned.

Grantee and Grantee's employees shall have no rights in or ownership of the Work and any and all documentation or

other products and results of Grantee's Project(s) or any other property of Comptroller.

No later than the first calendar day after the termination or expiration of this Agreement or at Comptroller's request, Grantee shall deliver to Comptroller all completed, or partially completed Work and any and all documentation or other products and results of the Grantees Project(s). Failure to timely deliver such Work and any and all documentation or other products and results of results of the Grantee's Project(s) shall be considered a material breach of this Agreement. Grantee shall not make or retain any copies of the Work or any and all documentation or other products and results of the Grantee's Project(s) without the prior written consent of Comptroller, except to the extent necessary in the ordinary course of business.

In the event of any conflicting provisions between this Paragraph and Attachment H, Attachment H shall control.

XVI. Severability Clause

In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

XVII. Dispute Resolution Process

Chapter 2260 of the Texas Government Code ("Chapter 2260") prescribes dispute resolution processes for certain breach of contract claims applicable to certain contracts for goods and services. As required by Chapter 2260, Comptroller has adopted rules under Chapter 2260, codified at 34 Texas Administrative Code §§1.360 – 1.387, and may adopt revisions to these rules throughout the term of this Agreement, including any extensions. Grantee shall comply with such rules.

The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by Comptroller and Grantee to attempt to resolve any claim for breach of contract made by Grantee under this Agreement:

- (A) Grantee's claim for breach of this Agreement that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, Grantee shall submit written notice, as required by Chapter 2260, to the Deputy Comptroller or his or her designee. Said notice shall also be given to all other representatives of Comptroller and Grantee otherwise entitled to notice under this Agreement. Compliance by Grantee with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.
- (B) The contested case process provided in Chapter 2260 is Grantee's sole and exclusive process for seeking a remedy for an alleged breach of contract by Comptroller if the parties are unable to resolve their disputes under subparagraph (A) of this Section.
- (C) Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civ. Prac. and Rem. Code. Neither the execution of this Agreement by Comptroller nor any other conduct of any representative of Comptroller relating to this Agreement shall be considered a waiver of sovereign immunity to suit.

For all other specific breach of contract claims or disputes under this Agreement, the following shall apply: Should a dispute arise out of this Agreement, Comptroller and Grantee shall first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the parties' attempts to resolve their disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be chosen by Comptroller and Grantee within fifteen (15) days after written notice by one of them demanding mediation under this Section. Grantee and Comptroller shall pay all costs of the mediation equally. By mutual agreement, Comptroller and Grantee may use a non-binding form of dispute resolution other than mediation. The purpose of this Section is to reasonably ensure that Comptroller and Grantee shall in good faith utilize mediation or another non-binding dispute resolution process before pursuing litigation. Comptroller's participation in or the results of any mediation or another non-binding dispute resolution process under this Section or the provisions of this Section shall not be construed as a waiver by Comptroller of (1) any rights, privileges, defenses, remedies or immunities available to Comptroller as an Comptroller of the State of Texas or otherwise available to Comptroller; (2) Comptroller's termination rights; or (3) other termination provisions or expiration dates of this Agreement.

XVIII. Applicable Law and Conforming Amendments

Grantee shall comply with all state and federal laws, regulations, requirements and guidelines applicable to a Grantee providing services to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as they

are amended throughout the term of this Agreement. Comptroller reserves the right, in its sole discretion, to unilaterally amend this Agreement prior to award and throughout the term of this Agreement to incorporate any modifications necessary for Comptroller's or Grantee's compliance with all applicable state and federal laws, regulations, requirements and guidelines. Other than this provision, this Agreement may only be amended by the written agreement of the parties.

XIX. ARRA Reporting Requirements

Sub-recipient Reporting. The Grantee/Prime Recipient shall require that the sub-recipient with whom it sub-contracts or sub-grants, submit monthly Use of Funds Reports to the Grantee/Prime Recipient containing the data elements described in Section 1512(c) of the Act. In compliance with this requirement, the Grantee/Prime Recipient and its sub-grantees and sub-contractors shall provide the reports as set forth in Attachment G attached hereto and incorporated herein. These reports shall be due on or before the 25th day of each month, with the first report due to the Grantee/Prime Recipient on or before the 25th day of each month of this Agreement. Failure to submit a Monthly Progress Report may be grounds for termination of the Agreement. Grantee shall submit performance reports as required by Attachment L, attached to and incorporated in this Agreement.

Sub-recipient Assurance. Sub-recipients and Sub-Grantees shall require any individual, organization, or other entity with whom it subcontracts, sub-grants, or enters into any other contractual relationship involving the transfer or payment of recovery funds originally received from the Grantee/Prime Recipient to submit monthly Use of Funds Reports described in Section 1512(c) of the Act to the Sub-recipient containing the data elements described above. To this end, the Sub-recipient shall be required to sign a written assurance form. This condition shall be met monthly on or before the 25th day or each month. Compliance with this condition is defined as the submission of an accurate and completed report to the Sub-recipient.

Data Collection and Access to Records. Sub-recipient and Sub-Grantee agrees to compile and maintain information pertaining to programs or activities developed as a result of the Sub-recipient's award of Federal recovery funds under the American Recovery and Reinvestment Act of 2009. Such compilations shall include a quarterly Use of Funds Report, to be submitted to the entity which awarded the funds that are the subject of this document or Agreement.

XX. Additional Provisions

20.1 Time Limits

Time is of the essence in the performance of this Agreement and accordingly all time limits shall be strictly construed and rigidly enforced.

20.2 No Waiver

This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Comptroller as an Comptroller of the State of Texas or otherwise available to Comptroller. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to Comptroller under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Comptroller does not waive any privileges, rights, defenses, or immunities available to Comptroller as an Comptroller of the State of Texas, or otherwise available to Comptroller, by entering into this Agreement or by its conduct prior to or subsequent to entering into this Agreement. **The modification of any privileges, rights, defenses, remedies, or immunities available to Comptroller must be in writing, must reference this section, and must be signed by Comptroller to be effective, and such modification of any privileges, rights, defenses, remedies, or immunities available to Comptroller shall not constitute waiver of any subsequent privileges, rights, defenses, remedies, or immunities under this Agreement or under applicable law.**

20.3 No Liability upon Termination

If this Agreement is terminated for any reason, Comptroller, the Board, the Comptroller, and the State of Texas shall not be liable for any damages, claims, losses, expenses, costs or any other amounts of any kind whatsoever arising from or related to any such termination.

20.4 Limitation on Authority; No Other Obligations

Grantee shall have no authority to act for or on behalf of Comptroller or the State of Texas except as expressly provided for in this Agreement; no other authority, power, use, or joint enterprise is granted or implied. Grantee may not incur any debts, obligations, expenses or liabilities of any kind on behalf of Comptroller.

20.5 No Other Benefits

Grantee shall have no exclusive rights or benefits other than those set forth herein.

20.6 Supporting Documents; Right to Audit; Independent Audits

Grantee shall maintain and retain supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable Comptroller and State of Texas requirements. Grantee shall maintain all such documents and other records relating to this Agreement and the State's property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the State's property, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to this Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by Comptroller, the State of Texas or their authorized representatives. Grantee shall cooperate with auditors and other authorized Comptroller and State of Texas representatives and shall provide them with prompt access to all of such State's property as requested by Comptroller or the State of Texas. By example and not as exclusion to other breaches or failures, Grantee's failure to comply with this Section shall constitute a material breach of this Agreement and shall authorize Comptroller to immediately assess the liquidated damages for such failure. Comptroller may require, at Grantee's sole cost and expense, independent audits by a qualified certified public accounting firm of Grantee's books and records or the State's property. The independent auditor shall provide Comptroller with a copy of such audit at the same time it is provided to Grantee. Comptroller retains the right to issue a request for applications for the services of an independent certified public accounting firm under this Agreement. In addition to and without limitation on the other audit provisions of this Agreement, pursuant to Section 2262.003, Tex. Gov't Code, the state auditor may conduct an audit or investigation of the Grantee or any other entity or person receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by the Grantee or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Grantee or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This Agreement may be amended unilaterally by the Comptroller to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.003. Under procedures provided by the state auditor on September 5, 2003, in addition to the above, (1) the Grantee understands that the acceptance of funds under this Agreement acts as acceptance of the authority of the state auditor to conduct an audit or investigation in connection with those funds; (2) the Grantee further agrees to cooperate fully with the state auditor in the conduct of the audit or investigation, including providing all records requested; (3) the Grantee shall ensure that this paragraph concerning the authority to audit funds received indirectly by subgrantees through the Grantee and the requirement to cooperate is included in any subcontract it awards; and (4) the state auditor shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the Grantee relating to this Agreement.

20.7 Davis Bacon Act

Grantee shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub-agreements as implemented through 29 CFR 5.5(a)." <http://www.dol.gov/esa/whe/contracts/dbra.htm>.

20.8 ARRA 1512 Reporting Requirements

The Comptroller's office is requiring all agencies that have received a Notification of Award (NOA) for ARRA funds and have a federal program subject to 1512 Recipient Reporting to perform a pilot project of reporting information pursuant to Section 1512 of the Recovery Act.

20.9 Buy American Act – ARRA 1606

In certain government procurements, the requirement purchase may be waived if the domestic product is more expensive than an identical foreign-sourced product by a certain percentage, if the product is not available domestically in sufficient quantity or quality, or if doing so is in the public interest. Grantee shall comply with this provision as applicable. http://www.acquisition.gov/FAR/current/html/subpart%2025_6.html

20.10 Federal Funding Accountability and Transparency Act (P.L. 109-282).

P.L. 109-282 requires a reduction in “wasteful and unnecessary spending” by the federal government, including spending on funds earmarked for special projects. The legislation requires the Office of Management and Budget (OMB) to establish a publicly available, online database containing information about entities that are awarded federal grants, loans, and contracts. Grantee shall comply with this provision as applicable.

20.11 Data Management

In compliance with OMB Circular A-123, it is essential for Grantees to apply appropriate internal controls to effectively manage the accuracy, integrity, timeliness, and appropriate privacy of all data submitted to <http://www.USAspending.gov>.

20.12 National Environmental Policy Act

Grantee shall comply with the National Environmental Policy Act, 42 U.S.C. §§4321 *et. seq.* “NEPA” and shall not take any action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) or limit the choice of reasonable alternatives until either a NEPA clearance or final NEPA decision is provided by the National Energy Technology Laboratory (NETL) NEPA compliance Officer. If the ARRA are used for the purchase of equipment for new alternative fuel(s) refueling stations and/or purchase of equipment for retrofits of existing refueling stations, Grantee shall provide additional project information and, if requested, shall prepare or provide any assistance necessary to assist DOE in the preparation of any required Environmental Impact Statements or other environmental documentation.

20.13 National Historic Preservation Act of 1966

Grantee shall comply with the National Historic Preservation Act of 1966 (§§16 U.S.C. 470 *et seq.*) and shall not take any action that will affect any district, site, building, structure, or object that is included in the National Register without prior notification to and concurrence of the DOE and the State Historic Preservation Office (SHPO) which in Texas is the Texas Historical Commission. Grantee shall identify any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and comply with or assist with the compliance of §16 U.S.C. 470f and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C.469a-1, *et seq.*). Compliance with Section 106 of the NHPA occurs only after Grantee has submitted adequate background documentation to the SHPO for its review, and the SHPO has provided written concurrence to the Grantee that it does not object to its Section 106 finding or determination. Grantee shall provide a copy of this concurrence to the Contracting Officer.

20.14 Solid Waste Disposal Act

Prior to the expenditure of Federal funds to store, process, or dispose of hazardous materials Grantee shall comply with the Solid Waste Disposal Act, Texas Health & Safety Code, Chapter 361, and Title 30, Texas Administrative Code, Chapter 335 “Industrial Solid Waste and Municipal Hazardous Waste” administered by the Texas Commission on Environmental Quality. Sanitary or hazardous waste is defined in 40 CFR Part 260 and 30 TAC Chapter 335 to include, but not be limited to, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, asbestos, etc. Grantee shall obtain any required permit and retain all compliance documentation related to the project.

20.15 Report of Fraud, Waste and Abuse: Texas Government Code, Section 321.022

If the administrative head of a department or entity that is subject to audit by the Texas State Auditor has reasonable cause to believe that money received from the State by the Grantee or by a client or contractor of the Grantee may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the Grantee, the administrative head shall report the reason and basis for the belief to the Texas State Auditor. The Texas State Auditor may investigate the report or may monitor any investigation conducted by the Grantee. See <http://sao.fraud.state.tx.us/>.

XXI. Signatories

The undersigned signatories represent and warrant that they have full authority to enter into this Agreement on behalf of the respective parties.

XXII. Merger

This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent writing, signed by both parties.

COMPTROLLER OF PUBLIC ACCOUNTS

GRANTEE:

[Name]

By: _____
Martin A. Hubert
Deputy Comptroller

By: _____
[Printed Name]
[Title]

Date: _____

Date: _____

ATTACHMENT A
DELIVERABLES STATEMENT

Deliverable Requirements for Distributed Renewable Energy Technology Program

- Grantee shall install an innovative, Distributed Renewable Energy generation system at an Eligible Governmental Entity facility that effectively demonstrates the efficiency of the energy source selected while also demonstrating greenhouse gas emissions reductions and energy savings quantified from the functioning system. Residential or commercial buildings will not be eligible for funding;
- Grantee shall provide a pre-project and a post-project report demonstrating greenhouse gas emission reductions, amount of electricity generated from the installed system, and energy savings as a result of this system implementation;
- Grantee awards will be capped at \$2,000,000 per Distributed Renewable Energy project, with performance periods of 12-18 months given preference toward funding;
- Grantee Distributed Renewable Energy projects will be limited to renewable technologies such as geothermal, solar, water (hydro), and wind;
- Grantee Distributed Renewable Energy biomass projects must utilize Texas-grown, harvested, or collected crops and are limited to co-generation of energy only;
- Grantee Distributed Renewable Energy electrical generation systems projects must be grid connected unless they are planned for use during emergency relief;
- Renewable Energy Credits (RECs) generated by renewable energy systems that are funded under the Grant Agreement can be sold into either the compliance or voluntary markets, but the renewable energy generation will have to be aggregated, documented, and reported by the Grantee. RECs are not to be sold to both voluntary and compliance markets;
- Grantee Distributed Renewable Energy projects must be in compliance with all applicable federal (DOE, EPA) laws, local building code/permits, state laws regarding hazardous waste materials (TCEQ), and historical site requirements (THC);
- Grantee shall prepare and provide updated detailed budgets for the term of the Grant Agreement , to include any costs and/or sharing of funding. Updating on installation costs and initial maintenance for the Distributed Renewable Energy system must also be included.
- Grantee shall prepare and submit a Monthly Progress Report via internet no later than the 25th day of each month.
- Grantee shall prepare and submit the Final Project Report no later than 30 days following the end of the Agreement.
- Grantee shall purchase and implement distributed renewable energy technology components, materials, and services in accordance with all federal, state, and local laws concerning purchase of goods and services.

Reporting Requirements

- ARRA Section 1512, DOE, OMB, and state issued rules and regulations impose an array of reporting requirement on the Comptroller who must, in turn, rely on its Grantees in order to meet these reporting obligations. The Grant Agreement, and in particular Attachment L to the Grant Agreement, specifically identifies the initial and monthly reporting requirements that the Grantee shall provide. Due to the importance of the reporting requirements, a Grantee’s failure to meet its reporting obligations under the Grant Agreement may result in termination of the grant award and the Grantee being ineligible for future grants.

- An initial information report shall be submitted that provides key grantee and project information that will likely remain constant through the term of grant including the congressional representatives for Grantee's primary location and primary project locations and key personnel. Additionally, when the Grantee, sub-grantee, or subcontractor has received 80% of its gross revenue or more than \$25 million from federal awards in the last year and the grant award or sub-award is over \$25,000, then such entity must also provide the names and compensation of the five most highly compensated individuals of the Grantee, sub-grantee, or subcontractor, as applicable.
- The required information that must be provided in the Monthly Report is set forth in full in Attachment L to the Sample Grant Agreement which is Appendix A to the RFA. It is summarized as follows:

I. Grantee Identification. Must include the Grantee name, the contact information for the individual filing the report, grant award number, and grant award date and performance period.

II. Grant Award/Budget Information. This portion must include the grant award amount, the cumulative total amount of funds received at the time of the report, the cumulative total amount of funds disbursed by the Grantee at the time of the report, and show funds budgeted and funds disbursed for each budget item.

III. Project Information. This information must include the Project name, performance location, Project objective and status, a progress evaluation comparing the objectives to the status, and description of Project efforts that may adversely affect obtaining the objectives. Also, a brief description of any products produced or technology transfer activities accomplished that reflect accomplishments of the Project.

IV. Job Created/Retained. Grantees must provide a tally of the jobs created or retained as a result of the grant funding and a brief description of the types of jobs and anticipated or likely duration.

V. Technical Measures. Reports must include, for the Distributed Renewable Energy Technology program, the technical measures which are: Number of systems installed (Solar energy), Number of systems installed (Wind energy), Number of systems installed (Other renewable energy type), Size of system installed (Solar energy), Size of system installed (Wind energy), Size of system installed (Other renewable energy type), Amount of electricity generated from installed (Solar energy), Amount of electricity generated from installed (Wind energy), Amount of electricity generated from installed (Other renewable energy type).

- Grantee shall require that any of its sub-grantees or subcontractors shall provide monthly reports that provide the information necessary for the Grantee to fulfill its reporting obligations.

Comptroller reserves the authority to change these requirements as the federal government more fully identifies the information that it will require of the Comptroller.

**ATTACHMENT A-1
APPLICATION**

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ATTACHMENT C
DOE SPECIAL TERMS AND CONDITIONS REQUIRED
IN GRANT TO THE COMPTROLLER OF PUBLIC ACCOUNTS
AND FLOW DOWN TO ARRA GRANTS AND COOPERATIVE AGREEMENTS

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.

AWARD AGREEMENT TERMS AND CONDITIONS

This award/agreement consists of the Grant and Cooperative Agreement cover page, plus the following:

- a. Special terms and conditions.
- b. Attachments:

Attachment No.	Title
1	Intellectual Property Provisions
2	Federal Assistance Reporting Checklist
3	Budget Page(s)
4	SEP Narrative Information Worksheets

- c. Applicable program regulations (*specify*) _____ (*Date*) _____
- d. DOE Assistance Regulations, 10 CFR Part 600at <http://ecfr.gpoaccess.gov>
- e. Application/proposal as approved by DOE.

f. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at http://management.energy.gov/business_doe/1374.htm.

ADVANCED UNDERSTANDING CONCERNING PUBLICLY FINANCED ENERGY IMPROVEMENT PROGRAMS

The parties recognize that the Recipient may use funds under this award for Property-Assessed Clean Energy (PACE) loans, Sustainable Energy Municipal Financing, Clean Energy Assessment Districts, Energy Loan Tax Assessment Programs (ELTAPS), or any other form or derivation of Special Taxing District whereby taxing entities collect payments through increased tax assessments for energy efficiency and renewable energy building improvements made by their constituents. The Department of Energy intends to publish "Best Practices" or other guidelines pertaining to the use of funds made available to the recipient under this award pertaining to the programs identified herein. By accepting this award, the recipient agrees to incorporate, to the maximum extent practicable, those Best Practices and other guidelines into any such program(s) within a reasonable time after notification by DOE that the Best Practices or guidelines have been made available. The recipient also agrees, by its acceptance of this award, to require its sub-recipients to incorporate to the maximum extent practicable the best practices and other guideline into any such program used by the sub-recipient."

PAYMENT PROCEDURES - ADVANCES THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM

- a. Method of Payment. Payment will be made by advances through the Department of Treasury's ASAP system.
- b. Requesting Advances. Requests for advances must be made through the ASAP system. You may submit requests as frequently as required to meet your needs to disburse funds for the Federal share of project costs. If feasible, you should time each request so that you receive payment on the same day that you disburse funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close as is administratively feasible to actual disbursements.
- c. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments

to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE.

d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

REBUDGETING AND RECOVERY OF INDIRECT COSTS - REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFITS

a. If actual allowable indirect costs are less than those budgeted and funded under the award, you may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, you must refund the difference.

b. Recipients are expected to manage their indirect costs. DOE will not amend an award solely to provide additional funds for changes in indirect cost rates. DOE recognizes that the inability to obtain full reimbursement for indirect costs means the recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the organization's required cost sharing.

USE OF PROGRAM INCOME - ADDITION

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and use it to further eligible project objectives.

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.

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>.

Section 110(k) of the NHPA applies to DOE funded activities. Recipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Recipients should be aware that the DOE Contracting Officer will consider the recipient in compliance with Section 106 of the NHPA only after the Recipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Recipient that it does not object to its Section 106 finding or determination. Recipient shall provide a copy of this concurrence to the Contracting Officer.

SITE VISITS

DOE 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.

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), 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).
- 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.

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(s) *DE-EE0000116*."

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 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."

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.

INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION

a. The intellectual property provisions applicable to this award are provided as an attachment to this award. A list of all intellectual property provisions may be found at 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).

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.

NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

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.

PRESERVATION OF OPEN COMPETITION AND GOVERNMENT NEUTRALITY TOWARDS CONTRACTORS' LABOR RELATIONS ON FEDERALLY FUNDED CONSTRUCTION PROJECTS

a. Unless in conflict with State or local laws, you must ensure that bid specifications, project agreement, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a subaward to this agreement, do not:

1. Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or

2. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).

b. The term "construction contract" as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

c. Nothing in this provision prohibits bidders, offerors, contractors, or subcontractors from voluntarily entering into agreements with labor organizations.

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

You are restricted from taking any action using Federal funds for projects under this award that would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing a final NEPA determination regarding these projects.

Prohibited project activities include:

- Distributed Renewable Energy Technology Program*
- Building Efficiency/Retrofit Program – Loans for Renewable energy-related projects*
- Transportation Efficiency Program – Alternative Fuels activities including the purchase of equipment for new alternative fuel(s) refueling stations and/or the purchase of equipment for retrofits of existing refueling stations.*

The project activities listed above will require an individual NEPA review and determination. You must submit an environmental questionnaire to the DOE Project Officer for each project activity identified above to allow DOE to

conduct an individual NEPA review and determination.

If you move forward with activities that are not authorized for federal funding by the DOE Contracting Officer in advance of the final NEPA determination, you are doing so at risk of not receiving federal funding and such costs may not be recognized as allowable cost share.

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

This restriction does not preclude you from: *performing information gathering, analysis, documentation, dissemination and training and providing technical advice and planning assistance for the activities listed above.*

Nor does this restriction preclude you from conducting the following project activities:

Energy Education Outreach Program Administration

Energy Sector Training Centers

Transportation Efficiency Program – Traffic Signal activities and Alternative Fuels activities including the incremental cost of plug-in hybrid vehicles, alternative fuel vehicles (CNG, LNG, LPG, Electric) and the incremental costs of retrofitting diesel vehicles to alternative fuel vehicles.

Building Efficiency/Retrofit Program - Loans for commissioning, controls, HVAC, lighting, building shell, and water efficiency project activities

DECONTAMINATION AND/OR DECOMMISSIONING (D &D) COSTS

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the recipient for (i) Decontamination and/or Decommissioning (D&D) of any of the recipient's facilities, or (ii) any costs which may be incurred by the recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

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 reimbursed by September 30, 2015.

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 Provisions

A. Flow Down Requirement

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

B. 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 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.

C. 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.

D. 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, subgrant, grant, or subgrant; and
- (2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. 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, 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.

F. 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 grant 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:

- 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.

Nonenforceability 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 predispute arbitration agreement. No predispute 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, for specific requirements of this section and prescribed language for the notices.).

G. Request for Reimbursement

RESERVED

H. 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 or interest, bribery, gratuity or similar misconduct involving those funds.

I. 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.

J. Availability of Funds

Funds appropriated under the Recovery Act and obligated to this award are available for reimbursement of costs until September 30, 2015.

K. Additional Funding Distribution and Assurance of Appropriate Use of Funds

Certification by Governor -- Not later than April 3, 2009, for funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

Acceptance by State Legislature -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

L. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS)—SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) *Definitions.* As used in this award term and condition—

Designated country —(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta,

Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom;

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or

(3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

Designated country iron, steel, and/or manufactured goods —(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

Domestic iron, steel, and/or manufactured good —(1) Is wholly the growth, product, or manufacture of the United States; or

(2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

Foreign iron, steel, and/or manufactured good means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

Manufactured good means a good brought to the construction site for incorporation into the building or work that has been—

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

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

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.

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

(b) *Iron, steel, and manufactured goods.* (1) The award term and condition described in this section implements—

(i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:

[Award official to list applicable excepted materials or indicate "none"]

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that—

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the 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 commercial quantities 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.

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act. (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) 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, or manufactured goods 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.

(2) 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 appropriate 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, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) 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 other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant 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)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good			
Domestic steel, iron, or manufactured good			
<i>Item 2:</i>			
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.]*

WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

(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).

(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.

RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS

(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>.

(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.

(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.

(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.

U.S. DEPARTMENT OF ENERGY
Assurance of Compliance
Nondiscrimination in State Assisted Programs
OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight, Records Management Division, HR-422-GTN, Paperwork Reduction Project (1910-0400), U.S. Department of Energy, 1000 Independence Avenue, S.W., Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

Navarro County (Hereinafter called the "Applicant") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1977 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385) and Title 10 Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance funding extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which the Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department of Energy, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, and disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subrecipient Assurance

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be serviced by race, color, national origin, sex, and disability; (3) data regarding covered employment, including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, and disability, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal funds extended by the Department of Energy. Facilities of the Applicant (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours of request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U. S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to the Applicants by the Department of Energy, including installment payments on account after such date of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, as well as the person(s) whose signature appears below and who is authorized to sign this assurance on behalf of the Applicant.

Applicant Certification

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE.)

Designated Responsible Employee

H.M. Davenport, County Judge

903-654-3025

Name and Title (Printed or Typed)

Telephone Number

Signature

Date

Contractor	(000) 000-0000
Company Name	Telephone Number
Name of Organization	Telephone Number
Street Address, City, State, Zip Code	
Address	
Authorized Official	
Name Title	(000) 000-0000
Name and Title (Printed or Typed)	Telephone Number
Signature	Date

DOE F 1600.5
(06-94)
All Other Editions Are Obsolete

OMB Control No.
1910-0400

U.S. DEPARTMENT OF ENERGY
Assurance of Compliance
Nondiscrimination in State Assisted Programs

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prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, and disability, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal funds extended by the Department of Energy. Facilities of the Applicant (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours of request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U. S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to the Applicants by the Department of Energy, including installment payments on account after such date of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, as well as the person(s) whose signature appears below and who is authorized to sign this assurance on behalf of the Applicant.

Applicant Certification

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE.)

Designated Responsible Employee	
Name and Title (Printed or Typed)	
Telephone Number	
Signature	
Date	
Contractor _____	

Name of Organization:

Telephone Number:

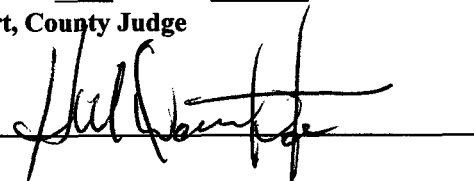
Address

Authorized Official:

H.M. Davenport, County Judge

903-654-3025

Signature:



Date:

11-30-09

**ATTACHMENT D Contract No. _____
Certification Regarding Debarment, Suspension, Ineligibility,
and Voluntary Exclusion-Lower Tier Covered Transactions**

Instructions for Certification

1. The prospective lower tier participant is required to sign the attached certification.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this application is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principle," "application," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this application is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 - (1) The prospective lower tier participant certifies, by submission of this application, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

Navarro County
Organization Name

H.M. Davenport, County Judge
Name and Title of Authorized Representative

Signature

Date

**ATTACHMENT E Contract No.
CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Energy determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this

transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. DRUG-FREE WORKPLACE

This certification is required by the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

**ALTERNATE I
(GRANTEES OTHER THAN INDIVIDUALS)**

(1) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing, of his or her conviction for a violation of criminal drug statute occurring in the work-place not later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual

notice of such conviction. Employers of convicted employees must provide notice, including position title, to energy grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate actions against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance:
(Street address, city, county, state, zip code)

County Jail
312 N. 2nd. Ave.
Corsicana, TX 75110

Check if there are workplaces on file that are not identified here.

ALTERNATE II (GRANTEES WHO ARE INDIVIDUALS)

(1) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a

controlled substances in conducting any activity with the grant.

- (2) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the

conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

4. LOBBYING DISCLOSURE ACT OF 1995, SIMPSON-CRAIG AMENDMENT

Applicant organization which are described in section 501 (c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, shall not be eligible for the receipt of Federal funds constituting an award, grant, or loan. Section 501(c)(4) of the Internal Revenue Code of 1986 covers:

Civic leagues or organizations not organized for profit but operated exclusively for the promotion of social welfare, or local associations of employees, the membership of which is limited to the employees of a designated persons or person in a particular municipality, and the net earning of which are devoted exclusively to charitable, educational,

or recreational purposes.

As set forth in the Lobbying Disclosure Act of 1995 (Public Law 104-65, December 19, 1995), as amended ["Simpson-Craig Amendment," see Section 129 of The Balanced Budget Downpayment Act, I (Public Law 104-99, January 26, 1996)], lobbying activities is defined broadly. (See section 3 of the Act.)

The undersigned certifies, to the best of his or her knowledge and belief, that: it IS NOT an organization described in section 501 (c)(4) of the Internal Revenue Code of 1986: OR that it IS an organization described in section 501 (c)(4) of the Internal Revenue Code of 1986, which, after December 31, 1995, HAS NOT engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

As the duly authorized representative of the Applicant, I hereby certify that the Applicant will comply with the above certifications.

Navarro County
Name of Applicant

Navarro County Renewable Energy Project
Pre/Award Number and/or Project Name

H.M. Davenport, County Judge
Printed Name and Title of Authorized Representative

ATTACHMENT G
National Environmental Policy Act Assurances as Award Terms
(Version August 2008)

- To the extent that a term does not apply to a particular type of activity or award, it is self-deleting.
- The term "You" refers to Grantees and subcontractors of Grantees.
- The term "We" or "Us" refers to the Department of Energy and the Comptroller of Public Accounts.

To the extent that a term does not apply to a particular type of activity or award, it is self-deleting.

I. Nondiscrimination Policies

You must comply with applicable provisions of the following national policies prohibiting discrimination:

- 1 On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as implemented by DOE regulations at 10 CFR part 1040;
- 2 On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as implemented by DOE regulations at 10 CFR parts 1041 and 1042;
- 3 On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C.6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90 and DOE regulations at 10 CFR part 1040;
- 4 On the basis of disability, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.794), as implemented by Department of Justice regulations at 28 CFR part 41 and DOE regulations at 10 CFR part 1041;
- 5 On the basis of race, color, national origin, religion, disability, familial status, and sex under Title VIII of the Civil Rights Act (42 U.S.C. 3601 et seq.) as implemented by the Department of Housing and Urban Development at 24 CFR part 100; and
- 6 On the basis of disability in the Architectural Barriers Act of 1968(42 U.S.C. 4151 et seq.) for the design, construction, and alteration of buildings and facilities financed with Federal funds.

II. Environmental Policies

You must:

- 1 Comply with applicable provisions of the Clean Air Act (42 U.S.C.740 I, et. seq.) and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order 11738 [3 CFR,1971-1975 Comp., p. 799] and Environmental Protection Agency rules at 40 CFR part 32, Subpart J.
- 2 Immediately identify to us, as the awarding agency, any potential impact that you find this award may have on:
 - a. The quality of the human environment, including wetlands, and provide any help we may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321 et. seq.) and assist us to prepare Environmental Impact Statements or other environmental documentation. In such cases, you may take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) or limit the choice of reasonable alternatives until we provide written notification of Federal compliance with NIEPA, as implemented by DOE at 10 CFR part 1021.

b. Flood-prone areas, and provide any help we may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et. seq.), which require flood insurance, when available, for Federally assisted construction or acquisition in flood-prone areas, as implemented by DOE at 10 CFR part 1022.

c. Use of land and water resources of coastal zones, and provide any help we may need to comply with the Coastal Zone Management Act of 1972(16 U.S.C. 1451, et. seq.).

d. Coastal barriers along the Atlantic and Gulf coasts and Great Lakes' shores, and provide help we may need to comply with the Coastal Bathers Resource Act (16 U.S.C. 3501 et. seq.), concerning preservation of barrier resources.

e. Any existing or proposed component of the National Wild and Scenic Rivers system, and provide any help we may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

f. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide any help we may need to comply with the Safe Drinking Water Act(42 U.S.C. 300h-3).

3 Comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), as implemented by the Department of Housing and Urban Development at 24 CFR part 35. The requirements concern lead-based paint in housing owned by the Federal Government or receiving Federal assistance.

4 Comply with section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6962), and implementing regulations of the Environmental Protection Agency, 40 CFR Part 247, which require the purchase of recycled products by States or political subdivision of States.

III. Live Organisms

1 **Human research subjects.** You must protect the rights and welfare of individuals that participate as human subjects in research under this award in accordance with the Common Federal Policy for the Protection of Human Subjects (45 CFR part 46), as implemented by DOE at 10 CFR part 745.

2 Animals and plants.

a. You must comply with applicable provisions of Department of Agriculture rules at 9 CFR parts 1-4 that implement the Laboratory Animal Welfare Act of 1966(7 U.S.C. 2131-2156) and provide for humane transportation, handling, care, and treatment of animals used in research, experimentation, or testing under this award.

b. You must follow the guidelines in the National Academy of Sciences(NAS) Publication "Guide for the Care and Use of Laboratory Animals"(1996, which may be found currently at <http://www.nap.edu/readingroom/books/labrats/>) and comply with the Public Health Service Policy and Government principles Regarding the Care and use of animals (included as Appendix D to the NAS Guide).

c. You must immediately identify to us, as the awarding agency, any potential impact that you find this award may have on endangered species, as defined by the Endangered Species Act of 1973, as amended ("the Act," 16 U.S.C. 1531-1543), and implementing regulations of the Departments of the Interior (50 CFR parts 10-24) and Commerce (50 CFR parts 217-227). You also must provide any help we may need to comply with 16 U.S.C. 1536(a)(2). This is not in lieu of responsibilities you have to comply with provisions of the Act that apply directly to you as a U.S. entity, independent of receiving this award.

IV. Other National Policies

1. **Debarment and suspension.** You must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR parts 180 and 901.

2. Drug-free workplace. You must comply with drug-free workplace requirements in Subpart B of 10 CFR part 607, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

3. Lobbying.

a. You must comply with the restrictions on lobbying in 31 U.S.C. 1352, as implemented by DOE at 10 CFR part 601, and submit all disclosures required by that statute and regulation.

b. If you are a nonprofit organization described in section 501(c)(4) of title 26, United States Code (the Internal Revenue Code of 1968), you may not engage in lobbying activities as defined in the Lobbying Disclosure Act of 1995 (2 U.S.C., Chapter 26). If we determine that you have engaged in lobbying activities, we will cease all payments to you under this and other awards and terminate the awards unilaterally for material failure to comply with the award terms and conditions. By submitting an application and accepting fluids under this agreement, you assure that you are not an organization described in section 501(c)(4) that has engaged in any lobbying activities described in the Lobbying Disclosure Act of 1995 (2 U.S.C. 1611).

c. You must comply with the prohibition in 18 U.S.C. 1913 on the use of Federal funds, absent express Congressional authorization, to pay directly or indirectly for any service, advertisement or other written matter, telephone communication, or other device intended to influence at any time a Member of Congress or official of any government concerning any legislation, law, policy, appropriation, or ratification.

4. Officials not to benefit. You must comply with the requirement that no member of Congress shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

5. Hatch Act. If applicable, you must comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7326), as implemented by the Office of Personnel Management at 5 CFR part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

6. Native American graves protection and repatriation. If you control or possess Native American remains and associated funerary objects, you must comply with the requirements of 43 CFR part 10, the Department of the Interior implementation of the Native

American Graves Protection and Repatriation Act of 1990 (25 U.S.C., chapter 32).

7. Fly America Act. You must comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118), commonly referred to as the "Fly America Act," and implementing regulations at 41 CFR 301-10.131 through 301-10.143. The law and regulations require air transport of people or property to, from, between or within a country other than the United States, the cost of which is supported under this award, to be performed by or under a cost-sharing arrangement with a U.S. flag carrier, if service is available.

8. Use of United States-flag vessels.

a. Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)), at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds under this award, and which may be transported by ocean vessel, must be transported on privately owned United States-flag commercial vessels, if available.

b. Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 9.a of this section shall be furnished to both our award administrator (through you in the case of your contractor's bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

9. **Research misconduct.** You must comply with the government-wide policy on research misconduct issued by the Office of Science and Technology Policy (available in the Federal Register at 65 FR 76260, December 6,2000, or on the Internet at www.ostp.gov), as implemented by DOE at 10 CFR part 733 and 10 CFR 600.31.

10. Requirements for an Institution of Higher Education Concerning Military recruiters and Reserve Officers Training Corps (ROTC).

a. As a condition for receiving funds under an award by the National Nuclear Security Administration of the Department of Energy, you agree that you are not an institution of higher education that has a policy or practice placing any of the restrictions specified in 10 U.S.C. 983. as implemented by 32 CFR part 216, on:

- i. Maintenance, establishment, or operation of Senior ROTC units, or student participation in those units; or
- ii. Military recruiters' access to campuses, students on campuses, or information about students.

b. If you are determined, using the procedures in 32 CFR part 216, to be such an institution of higher education during the period of performance of this award, we:

- i. Will cease all payments to you of funds under this award and all other awards subject to the requirements in 32 CFR part 216; and
- ii. May suspend or terminate those awards unilaterally for material failure to comply with the award terms and conditions.

11. Historic preservation. You must identify to us any:

a. Any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and provide any help we may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470, as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR part 800 and Executive Order 11593, "Identification and Protection of Historic Properties," [3 CFR, 1971-1975 Comp., p. 559].

b. Potential under this award for irreparable loss or destruction of significant scientific, prehistorical, historical, or archeological data, and provide any help we may need, with respect to this award, to comply with the Archaeological and Historic Preservation Act of 1974 (16 U.S.C.469a-1, et seq.).

12. Relocation and real property acquisition. You must comply with applicable provisions of 49 CFR part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970(42 U.S.C. 4601, et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

13. Confidentiality of patient records. You must keep confidential any records that you maintain of the identity, diagnosis, prognosis, or treatment of any patient in connection with any program or activity relating to substance abuse education, prevention, training, treatment, or rehabilitation that is assisted directly or indirectly under this award, in accordance with 42 U.S.C. 290dd-2.

14. Constitution Day. You must comply with Public Law 108-447, Div. J, Title I, Sec. 111(36 U.S.C. 106 note), which requires each educational institution receiving Federal funds in aFederal fiscal year to hold an educational program on the United States Constitution on September 17th during that year for the students served by the educational institution.

15. Trafficking in Persons

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect;

or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a. 1 of this award term;

or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 901.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a. 1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 901.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 orb. of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TWA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a. 1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

- 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TWA, as amended (22 U.S.C. 7102).

V. National Policy Requirements for Subawards.

Recipient responsibility. You must include in any subaward you make under this award the requirements of the national policy requirements in Sections I through IV of this document that apply, based on the type of subawardee organization and situation.

As the duly authorized representative of the Subrecipient, I hereby certify that Subrecipient will comply with the above requirements.

SUBRECIPIENT:

By: _____ Date: _____
[Printed Name & Title]

As the duly authorized representative of the Subcontractor, I hereby certify that Subcontractor will comply with the above requirements.

SUBCONTRACTOR

By: _____ Date: _____
[Printed Name & Title]

**ATTACHMENT H Contract No. _____
Intellectual Property Provisions**

AUTHORIZATION AND CONSENT (41 CFR 9-9.102-1)

The Government hereby gives its authorization and consent (without prejudice to any rights of indemnification) for all use and manufacture, in the performance of this grant or any part hereof or any amendment hereto or any subcontract hereunder (including all lower-tier subcontracts hereunder), of any invention described in and covered by a patent of the United States.

- (a) embodied in the structure or composition of any article, the delivery of which is accepted by the Government under this grant, or
- (b) utilized in the machinery, tools, or methods, the use of which necessarily results from compliance by the Grantee or the using subcontractor with
 - (i) specifications or written provisions now or hereafter forming a part of this grant, or
 - (ii) specific written instructions given by the Contracting Officer directing the manner of performance.

The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clauses, if any, included in this grant or any subcontract hereunder (including all lower-tier subcontracts hereunder), and the Government assumes liability for all other infringement to the extent of the authorization and consent herein above granted.

PATENT INDEMNITY (41 CFR 9-9.103-1)

If the amount of this contract is in excess of \$10,000 the contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States letters patent (except U.S. letters patent issued upon an application which is now or may hereafter be kept secret or otherwise withheld from issue by order of the Government) arising out of the manufacture or delivery of supplies or out of construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work. The foregoing indemnity shall not apply unless the contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; and further, such indemnity shall not apply to: (a) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the contractor; (b) an infringement resulting from addition to or change in, such supplies or components furnished or construction work performed which addition or change was made subsequent to delivery or performance by the contractor; or (c) a claimed infringement which is settled without the consent of the contractor, unless required by final decree of a court of competent jurisdiction.

NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (41 CFR 9-9.104(b))

The provisions of this clause shall be applicable only if the amount of this grant exceeds \$10,000.

- (a) The Grantee shall report to the Contracting Officer, promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this grant of which the Grantee has knowledge.

- (b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this grant or out of the use of any supplies furnished or work or services performed hereunder, the Grantee shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Grantee pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Grantee has agreed to indemnify the Government.
- (c) This clause shall be included in all contracts and subgrants under this grant.

REPORTING OF ROYALTIES (41 CFR 9-9.110)

If this grant is in an amount which exceeds \$10,000 and if any royalty payments are directly involved in the grant or are reflected in the grant price to the Government, the Grantee agrees to report in writing to the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) during the performance of this grant and prior to its completion of final settlement the amount of any royalties or other payments paid or to be paid by it directly to others in connection with the performance of this grant together with the names and addresses of licensors to whom such payments are made and either the patent numbers involved or such other information as will permit the identification of the patents or other basis on which the royalties are to be paid. The approval of DOE of any individual payments or royalties shall not stop the Government at any time from contesting the enforceability, validity or scope of, or title to, any patent under which a royalty or payments are made.

RIGHTS IN TECHNICAL DATA (SHORT FORM)

- (a) Definitions. The definitions of terms set forth in DEAR 927.401 apply to the extent these terms are used herein.
- (b) Allocation of Rights.
- (1) The Government shall have:
- (i) Unlimited rights in technical data first produced or specifically used in the performance of this grant;
 - (ii) The right of the Contracting Officer or his representatives to inspect, at all reasonable times up to three years after final payment under this grant, all technical data first produced or specifically used in the grant (for which inspection the Grantee or its contractor or subgrantee shall afford proper facilities to DOE); and
 - (iii) The right to have any technical data first produced or specifically used in the performance of this grant delivered to the Government as the Contracting Officer may from time-to-time direct during the progress of the work, or in any event as the Contracting Officer shall direct upon completion or termination of this grant.

- (2) The Grantee shall have:

The right to use for its private purposes, subject to patent, security or other provisions of this grant, technical data it first produces in the performance of this grant provided the date requirements of this grant have been met as of the date of the private use of such data. The Grantee agrees that to the extent it receives or is given access to proprietary data or other technical, business or financial data in the form of recorded information from DOE or a DOE contractor or subcontractor, the Grantee shall treat such data in accordance with any restrictive legend contained thereon, unless use is specially authorized by prior written approval of the Contracting Officer.

(c) Copyrighted Material.

- (1) The Grantee agrees to, and does hereby grant to the Government, and to others acting on its behalf:
 - (i) A royalty-free, nonexclusive, irrevocable, worldwide license for Governmental purposes to reproduce, distribute, display, and perform all copyrighted material first produced or composed in the performance of this grant by the Grantee, its employees or any individual or concern specifically employed or assigned to originate and prepare such material and to prepare derivative works based thereon; and
 - (ii) A license as aforesaid under any and all copyrighted or copyrighted work not first produced or composed by the Grantee in the performance of this grant but which is incorporated in the material furnished under the grant, provided that such license shall be only to the extent the Grantee now has, or prior to completion or close-out of the grant, may acquire the right to grant such license without becoming liable to pay compensation to others solely because of such grant.
- (2) The Grantee agrees that it will not knowingly include any material copyrighted by others in any written or copyrighted material furnished or delivered under this grant without a license as provided for in subparagraph (c) (1) (ii) of this section, or without the consent of the copyright owner, unless it obtains specific written approval of the Contracting Officer for the inclusion of such copyrighted material.

RIGHTS TO PROPOSAL DATA (TECHNICAL) (48 CFR 52.227-23)

It is agreed that as a condition of award of this grant or modification and notwithstanding the conditions of any notice appearing on the proposal(s), the Government shall have the right to use, duplicate, and disclose and have others to do so for any purpose whatsoever, the technical data contained in the proposal(s) upon which the grant or modification is based.

Navarro County

H.M. Davenport, County Judge

Signature

Date

ATTACHMENT I

Contract No. _____

SUBCONTRACTING PROVISIONS; MANDATORY FLOWDOWN PROVISION

Grantee, if subcontracting any of its performance hereunder, shall legally bind subgrantees to perform and make such subgrantees subject to all the duties, requirements, and obligations of Grantee under this Agreement. Grantee shall be jointly and severally liable for all performances under this Agreement, including, but not limited to, the performance of its subgrantees to the extent permitted under the Constitution and laws of the State of Texas, as well as full compliance with all reporting requirements set forth in Section XIX of the Agreement.

Grantee represents and warrants that it has obtained all necessary permits, licenses, easements, waivers and permissions of whatsoever kind required for its performance and the performance of its subgrantees under this Agreement. In no event shall any provision of this Paragraph, including, but not limited to, the requirement that Grantee obtain the prior approval of Agency on Grantee's proposed subcontracts, be construed as relieving Grantee of the responsibility for ensuring that all services rendered under any subcontracts comply with all the terms and provisions of this Agreement as if they were rendered by Grantee. Grantee shall, upon request, furnish Agency with copies of all proposed subcontracts and all proposed amendments, assignments, cancellations or terminations of said subcontracts no later than thirty (30) days prior to the proposed effective date of such contracts, amendments, assignments, cancellations or terminations; provided, however, that this thirty (30) day period may be shortened by written agreement of the parties. Upon request from the Comptroller, Grantee shall provide any and all documentation deemed necessary by the Comptroller to evidence Subcontractors compliance with all terms, conditions and performance pertaining to the Agreement and all applicable law.

As the duly authorized representative of the Grantee and the Subgrantee/Subrecipient, I hereby certify that Grantee and Subgrantee/Subrecipient will comply with the above requirements.

Navarro County
GRANTEE

SUBGRANTEE/SUBRECIPIENT:

By: _____
H.M. Davenport, County Judge

Date: _____

ATTACHMENT J
AMERICAN RECOVERY & REINVESTMENT ACT-RECIPIENT AFFIDAVIT
This Affidavit must be signed and sworn (notarized) and returned with all Applications for this RFA

I, H.M. Davenport, an authorized representative of: Navarro County, a governmental entity that is receiving American Recovery and Reinvestment Act of 2009 (ARRA or the Act) funding, hereby swear and affirm that, to the best of my knowledge, internal controls, processes and procedures have been designed and implemented to help ensure that the recipient and its use of these funds complies with the following: applicable state law; federal law, including federal reporting requirements under Section 1512 of the Act, if applicable; rules; regulations; and other relevant guidance. I further swear and affirm that all of the statements made and information provided herein, including statements made and information provided in any attachments are true, complete, and correct, to the best of my knowledge.

I understand that I am receiving ARRA funding from a state agency.

I understand that non-compliance with reporting requirements could be treated as a violation of the award agreement resulting in the withholding of funds, debarment, or award termination or suspension, as appropriate.

I understand that it is a federal crime under 18 U.S.C. Section 1001 to, in any matter within the jurisdiction of the executive branch of the U.S. Government, knowingly and willfully make any materially false, fictitious, or fraudulent statement or representation, or to make or use any false writing or document knowing that it contains the same.

I understand that presenting a false or fraudulent claim, in whole or in part, or causing same, may subject me to civil penalties as provided for in 31 U.S.C. Section 3729.

I understand that it is a felony offense under Section 37.10, Texas Penal Code, to knowingly make a false entry in, or false alteration of, a governmental record, or to make, present, or use a governmental record with knowledge of its falsity, when the actor has the intent to harm or defraud another.

I understand that the offense of perjury, under Section 37.02, Texas Penal Code, is committed when a person, with intent to deceive and with knowledge of the statement's meaning, makes a false statement under oath or swears to the truth of a false statement previously made and the statement is required or authorized by law to be made under oath.

I understand my obligation to track all ARRA funds and that ARRA funds cannot be comingled with Non-ARRA funds. I also understand my obligation to immediately report any known or suspected waste, fraud, and abuse of funds received under the Act to the United States Government Accountability Office at (800) 424-5454 and the Texas State Auditor's Office at (800) 892-8348. I further understand that I will require all sub-recipients with whom I contract using funds made available under the Act to sign a similar affidavit swearing to all of the above. I hereby swear and affirm that I have read the entire affidavit, and I understand its contents.

Navarro County
Recipient Name

Affiant Signature
H.M. Davenport
Full Name
County Judge
Title

Date
Sworn and subscribed before me by the said

(Printed Name of Recipient's Authorized Representative)
this ___ day of _____, 20___.

Notary Public, State of Texas
Notary's printed name: _____ My commission expires: _____ (Seal)

ATTACHMENT K

Contract No.

Execution of Application

1. By signature hereon, Applicant represents and warrants that the provisions in this Execution of Application apply to Applicant and all of Applicant's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this RFA or any contract resulting from it.
2. By signature hereon, Applicant represents and warrants its intent to furnish the requested items at the prices quoted in its Proposal.
3. By signature hereon, Applicant represents and warrants that it has read and understood and shall comply with Comptroller's Anti-Fraud Policy, located on Comptroller's website at <http://www.window.state.tx.us/ssv/ethics.html>, as such Policy currently reads and as it is amended throughout the term of any resulting contract.
4. By signature hereon, Applicant represents and warrants that its prices include all costs of Applicant in providing the requested items that meet all specifications of this RFA, and that its prices will remain firm for acceptance for a minimum of ninety (90) days from deadline for submission of Proposal.
5. By signature hereon, Applicant represents and warrants that each employee, including 'replacement employees', will possess the qualifications, education, training, experience and certifications necessary to perform the services in the manner required by this RFA.
6. By signature hereon, Applicant represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to Comptroller under the RFA and any resulting contract, if any, and that Applicant's provision of the requested items under the RFA and any resulting contract, if any, would not reasonably create an appearance of impropriety.
7. By signature hereon, pursuant to Section 2155.004(a), Texas Government Code, Applicant represents and warrants that it has not given, 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 Proposal.
8. By signature hereon, Applicant represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code. In addition, if Applicant is an individual not residing in Texas or a business entity not incorporated in or whose principal domicile is not in Texas, the following certification applies. Applicant represents and warrants that it holds a permit issued by Comptroller to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual's or entity's business in Texas or represents and warrants that it does not sell tangible personal property or services that are subject to the state and local sales and use tax. Under Section 2155.004(a), Texas Government Code, a state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. Further, Applicant certifies that the individual or business entity named in this Proposal or any contract resulting from this RFA is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. See Texas Government Code Section 2155.004(b).
9. By signature hereon, Applicant hereby represents and warrants that, pursuant to 15 U.S.C. Sec. 1, et seq. and Tex. Bus. & Comm. Code Sec. 15.01, et seq., neither Applicant nor the firm, corporation, partnership, or institution represented by Applicant, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the Proposal made to any competitor or any other person engaged in such line of business.
10. By signature hereon, Applicant represents and warrants that all statements and information prepared and submitted in response to this RFA are current, complete and accurate.
11. By signature hereon, Applicant represents and warrants that the individual signing this document and the documents made part of this RFA and Proposal is authorized to sign such documents on behalf of the company

and to bind the company under any contract which may result from the submission of this Proposal.

12. By signature hereon, Applicant represents and warrants that if a Texas address is shown as the address of the Applicant, Applicant qualifies as a Texas Bidder as defined by 34 Texas Administrative Code §20.32(68).
13. Check below if preference claimed under 34 Texas Administrative Code §20.38:
 - Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
 - Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
 - Agricultural products grown in Texas
 - Agricultural products offered by a Texas bidder
 - Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
 - Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran
 - Texas Vegetation Native to the Region
 - USA produced supplies, materials or equipment
 - Products of persons with mental or physical disabilities
 - Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
 - Energy Efficient Products
 - Rubberized asphalt paving material
 - Recycled motor oil and lubricants
 - Products produced at facilities located on formerly contaminated property
 - Products and services from economically depressed or blighted areas
 - Vendors that meet or exceed air quality standards
 - Recycled or Reused Computer Equipment of Other Manufacturers
 - Foods of Higher Nutritional Value

14. By signature hereon, under Section 231.006, Texas Family Code, regarding child support, Applicant certifies that the individual or business named in the Proposal is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Applicant subject to Section 231.006, Texas Family Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the Proposal. This information must be provided prior to award. Enter the Name and Social Security Number for each person below:

Name:	SSN:
Name:	SSN:
Name:	SSN:

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2), Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e), Texas Family Code.

15. By signature hereon, Applicant represents and warrants that no relationship, whether by relative, business associate, capital funding contract or by any other such kinship exist between Applicant and an employee of any Comptroller component, and Applicant has not been an employee of any Comptroller component within the immediate twelve (12) months prior to Applicant's Proposal. By signature hereon, Applicant certifies that it is in compliance with Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency. All such disclosures will be subject to administrative review and approval prior to Comptroller entering into any contract with Applicant. Applicant acknowledges that any contract resulting from this RFA may be terminated at any time, and payments withheld, if this information is false.

16. By signature hereon, pursuant to Section 2155.004, Texas Government Code Applicant represents and warrants that neither it nor any person or entity which will participate financially in any contract resulting from this RFA has received compensation for participation in the preparation of specifications for this RFA.
17. By signature hereon, Applicant represents and warrants that all articles and services quoted in response to this RFA meet or exceed the safety standards established and promulgated under the *Federal Occupational Safety and Health Law* and its regulations in effect or proposed as of the date of this solicitation.
18. By signature hereon, Applicant represents and warrants its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
19. By signature hereon, Applicant represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA). Applicant further represents and warrants that it will comply with all applicable Texas Accessibility requirements.
20. By signature hereon, in accordance with Section 2155.4441, Texas Government Code, Applicant agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
21. By signature hereon, Applicant represents and warrants that Comptroller's payments to Applicant and Applicant's receipt of appropriated or other funds under any contract resulting from this RFA are not prohibited by Section 556.005 or Section 556.008, Texas Government Code.
22. By signature hereon, Applicant represents and warrants that the offering entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that Applicant is in compliance with the State of Texas statutes and rules relating to procurement and that Applicant is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.
23. Under Section 2155.006(b), Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006, Texas Government Code, Applicant certifies that the individual or business entity named in the Proposal is not ineligible to receive the specified contract and acknowledges that any contract resulting from this RFA may be terminated and payment withheld if this certification is inaccurate.
24. By signature hereon and by checking or initialing either Subsection (a) or Subsection (b), as applicable, Applicant represents and warrants the following:
 - (a) Applicant represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Applicant or any of the individuals or entities included in Section 1 of this document that would or could impair Applicant's performance under any contract resulting from this RFA, relate to the solicited or similar goods or services, or otherwise be relevant to the agency's consideration of Applicant's Proposal. Applicant represents and warrants that it is not aware of any such court or governmental agency actions, proceedings or investigations, etc. against Applicant or any of these individuals or entities within the five (5) calendar years

immediately preceding the submission of Applicant's Proposal in response to this RFA. In addition, Applicant represents and warrants that it shall notify Comptroller in writing within five (5) business days of any changes to the representations or warranties in this Subsection (a) and understands that failure to so timely update Comptroller shall constitute breach of contract and may result in immediate termination of the contract.

(b) Applicant is unable to make the representation and warranty in Subsection (a) above and instead represents and warrants that it has included as a detailed attachment in its Proposal, which expressly references this Subsection (b), a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc., and specifically addresses whether any of such past, pending or threatened actions, proceedings or investigations, etc., would or could (1) impair Applicant's performance under any contract resulting from this RFA; (2) relate to the solicited or similar goods or services; or (3) be otherwise relevant to the agency's consideration of Applicant's Proposal. In addition, Applicant represents and warrants that it shall notify Comptroller in writing within five (5) business days of any changes to the representations or warranties in this Subsection (b) or attachments in response to Subsection (b) and understands that failure to so timely update Comptroller shall constitute breach of contract and may result in immediate termination of the contract.

Applicant understands that a Proposal returned without the appropriate checked or initialed representation and warranty and the detailed attachment required in Subsection (b), when applicable, may be automatically disqualified.

25. By signature hereon, Applicant represents and warrants that it has read and agrees to all terms and conditions of this RFA, unless Applicant specifically takes an exception and offers an alternative provision in Applicant's Proposal as provided in Exhibit C, Section 2 of this RFA.

Authorized signatory on behalf of Applicant must complete and sign the following:

Authorized Signature	Date Signed
H.M. Davenport, County Judge	903-654-3025
Printed Name and Title of Authorized Signature	Phone Number
Navarro County	903-872-0778
Company Name	Fax Number
75-6001092	hdavenport@navarrocounty.org
Federal Employer Identification Number	E-Mail Address
300 W. 3rd Ave.	Corsicana, TX 75110
Physical Street Address	City, State, Zip Code
Same	Same
Mailing Address, if different	City, State, Zip Code

ATTACHMENT L
ARRA REPORTING REQUIREMENTS

1. Grantee shall submit to the Comptroller the following reports:

A. INITIAL INFORMATION REPORT. The Grantee shall submit the following information upon the execution of the Grant Agreement and return this report when the executed Grant Agreement is submitted to the Agency:

I. Grantee Identification:

a. Grantee name: Provide the following information for the Grantee;

- (i) the official name of the Grantee as it appears on the Grant Agreement;
- (ii) the street address, city, and county of the official place of business;
- (iii) City, County, and U.S. Postal Zip Code + four digits;
- (iv) the url designation or address of any official web site for the Grantee;
- (v) U.S. Congressional District;
- (vi) the state senatorial district;
- (vii) the state house district;
- (viii) a copy of the minutes or resolution by which the Grantee approved the Grant agreement and designated an authorized representative for the Grantee;
- (ix) the grant/award number assigned to the Grantee by the Agency;
- (x) the date the Grant Agreement was signed (mm/dd/yyyy); and
- (xi) the performance period established in the Grant Agreement during which sponsorship begins and ends.

b. Authorized Representative: Provide the following information for the person designated by the Grantee to represent the Grantee in the performance of the Grant Agreement:

- (i) the name of the authorized representative and official title, if any;
- (ii) the street address, city, and county of the primary business location;
- (iii) City, County, and U.S. Postal Zip Code + four digits;
- (iv) area code and telephone number; and
- (v) email address.

c. Key Personnel: Provide the following information for each employee or agent designated by the Grantee or the Authorized Representative that may assist or serve as representative for the Grantee in the performance of the Grant Agreement:

- (i) the name of the key personnel and official title, if any;
- (ii) primary role served for the Grantee with respect to the Grant;
- (iii) the street address, city, and county of the primary business location;
- (iv) City, County, and U.S. Postal Zip Code + four digits;
- (v) area code and telephone number; and
- (vi) email address.

d. Five most highly compensated individuals: The information required in this subsection is ONLY required when the reporting entity (A) received 80 percent or more of its annual gross revenues in Federal awards the recipient in its preceding fiscal year, or (B) received \$ 25,000,000 or more in annual gross revenues from Federal awards; and (C) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 [26 USC §6104]. If this subsection is applicable, the report shall include:

- (i) the names and total compensation for the five most highly compensated officers of the entity;
- (ii) "Total compensation" means the cash and noncash dollar value earned by the executive during the subrecipient's past fiscal year of the following: Salary and bonus; Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with FAS 123R; Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees; Change in pension value. This is the change in present value of defined benefit and actuarial pension plans; Above-market earnings on deferred compensation which are not tax-qualified; Other compensation, for example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

II. Project Identification:

a. Project Name: Provide the brief descriptive title of the project or activity as identified in the Grant Agreement.

b. Primary Performance Location: Provide physical location of primary place of performance by:

- (i) street address,
- (ii) City, County, and U.S. Postal Zip Code + four digits
- (iii) U.S. Congressional District;
- (iv) the state senatorial district; and
- (v) the state house district;

c. Project Objective: A description of the overall purpose and expected outputs and outcomes or results of the Grant Agreement, including significant deliverables and, if appropriate, units of measure.

B. MONTHLY REPORT. On 25th day of each calendar month, the Grantee shall submit a report in the format required by the Comptroller containing the following information:

I. Grantee Identification:

a. Grantee name: Provide the name of the Grantee as it appears on the Grant Agreement.

b. Report Contact: Provide the name of person preparing and submitting the report and contact information including telephone number and email address.

c. Award Number: Provide the grant/award number (if any) assigned to the Grantee by the Agency.

d. Grant Dates: Provide the date the Grant Agreement was signed (mm/dd/yyyy) and the performance period established in the Grant Agreement during which sponsorship begins and ends.

e. Changes to the Initial Information Report: Provide any amendments or changes to the information provided in the Initial Information Report.

II. Grant Award/Budget Information:

a. Total Amount of Grant: Provide the anticipated total amount of cash to be disbursed to Grantee by the expiration date of the Grant Agreement, respectively.

b. Amount of Grant Funds Received: Provide the cumulative amount of cash received by the Grantee as of the reporting period end date.

c. Amount of Grant funds Disbursed: Provide the cumulative amount of cash disbursed by the Grantee as of the reporting period end date.

d. Cost Status: Show funds budgeted and funds disbursed for each budget item. If cost sharing is required break out by Comptroller share, Grantee share, and total costs.

III. Project Information:

a. Project Name: Provide the brief descriptive title of the project or activity as identified in the Grant Agreement.

b. Project Objective: A description of the overall purpose and expected outputs and outcomes or results of the Grant Agreement, including significant deliverables and, if appropriate, units of measure.

c. Schedule Status: List milestones, anticipated completion dates and actual completion dates. If you submitted a project management plan with your application, you must use this plan to report schedule and budget variance.

d. Progress Evaluation Provide a brief description of overall progress on each project objective (such as: Not started; Less than 50% completed; Completed 50% or more; Fully Completed) and a comparison of the actual accomplishments with the goals and objectives established for the period and reasons why the established goals were not met.

e. Project Efforts: Provide a brief narrative of any changes in approach or aims and reasons for change (remember significant changes to the objectives and scope require prior approval by the contracting officer), actual or anticipated problems or delays and actions taken or planned to resolve them; and any absence of key personnel or changes in consortium/teaming arrangement.

g. Product or technology transfer activities: A description of any product produced or technology transfer activities accomplished during this reporting period, such as:

- (i) Publications (list journal name, volume, issue); conference papers; or other public releases of results;
- (ii) Web site or other Internet sites that reflect the results of this project;
- (iii) Networks or collaborations fostered;
- (iv) Technologies/Techniques;
- (v) Inventions/Patent Applications
- (vi) Other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment.

IV. Job Created/Retained:

a. Definitions: In providing information for Jobs Created/Retained, please use the following definitions:

“Jobs created” means those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding provided pursuant to this Grant Agreement. A job reported as a job created cannot be also reported as a job retained.

“Jobs retained” means those previously existing filled positions that are retained as a result of funding provided pursuant to this Grant Agreement. This description may rely on job titles, broader labor categories, or the contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work. A job reported as a job retained cannot be also reported as a job created.

“The United States and outlying areas” means the 50 States, the District of Columbia, the Commonwealths of Puerto Rico, and the Northern Mariana Islands, the Territories of American Samoa, Guam, and the U.S. Virgin Islands; and the Minor outlying islands of Baker, Howland, Jarvis, Midway, and Navassa Islands; Johnston, Palmyra, and Wake Atolls, and Kingman Reef.

b. Jobs Created:

- (i) The number of jobs created in the United States and outlying areas;
- (ii) a brief description of the types of jobs created; and
- (iii) the anticipated or likely duration of the jobs created.

c. Jobs Retained:

- (i) The number of jobs retained in the United States and outlying areas;
- (ii) a brief description of the types of jobs retained; and
- (iii) the anticipated or likely duration of the jobs retained.

V. Technical Measures:

- a. Number of systems installed (Solar energy);
- b. Number of systems installed (Wind energy);
- c. Number of systems installed (Other renewable energy type);
- d. Size of system installed (Solar energy);
- e. Size of system installed (Wind energy);
- f. Size of system installed (Other renewable energy type);
- g. Amount of electricity generated from installed (Solar energy);
- h. Amount of electricity generated from installed (Wind energy);
- i. Amount of electricity generated from installed (Other renewable energy type).

C. FINAL REPORT. No later than 30 days following the grant ending date, the Grantee shall submit a Final Report in the format required by the Comptroller containing all the information required for the Monthly Report cumulative through the last day of the grant performance period.

2. Grantee shall require any of its Sub-Grantees or subcontractors that are remitted any funds provided under this agreement to submit the reports identified in this attachment substituting the word “Grantee” and replacing it with Sub-grantee or subcontractor, as appropriate.

3. Failure to comply with the requirements of this attachment may result in termination of the grant award and the Grantee being ineligible for future grants.

4. The form and substance of these reporting requirements may be amended by the Comptroller at any time.

As the duly authorized representative of the Grantee, I hereby certify that Grantee will comply with the above requirements.

Navarro County
GRANTEE:

By: _____
H.M. Davenport, County Judge

Date: _____

Attachment M: Project Summary

An “Eligible Governmental Entity” serves the public, else the primary reason for its existence does not exist. Serving the public can take on many forms. Some of them are short-term in nature. Others require a greater vision of the long-term needs of those being served. We view the successful implementation of this project as falling into both categories. The world around us is changing, and while that may seem rather sophomoric to say out loud, the reality of the matter is many of those changes will not only affect the current generation of those we serve, but several subsequent generations, and we would be remiss in our stated reason for existence if we did not address them.

Therefore, this project’s success goes beyond its laudable short-term goal of reducing utility usage. By assisting others throughout the world in doing whatever can be done to reduce and potentially eliminate the greenhouse emissions created by traditional power generation through burning coal and other fossil fuels, we can accomplish something incredibly worthwhile.

Thus, we were led to examine the criteria for successful selection for this grant, and we hope to show we are sincere in our desire to meet not only the physical requirements and expectations of the Renewable Energy Technology Stimulus Grant program, but the spirit of it as well.

Best Value Considerations

Once the award is granted, we will immediately begin proceedings with the subcontractor (yet to be named) to implement the project. We have surveyed the structures under our control, and we have determined not only where the best placement of solar technology is, but how that technology’s availability will benefit those we serve. Once the technology is grid-connected, it will quickly provide evidence of its value. Solar power is innovative and readily available. It can be placed upon existing rooftops, thus no special construction is required. All that’s necessary is an unobstructed south view of the sun, and since we have far more sunny days than cloudy ones, that’s a definite asset in our opinion.

We have met with subcontractors to verify the viability of our time frames, budgeting, and to assess the overall feasibility of our project. Appendix A, Attachment B includes a spreadsheet with the information about the size of the systems we’re installing, their capacity, and the number of jobs that will be created/maintained by this effort, and we’re very excited about those possibilities. Projected energy savings are also included on this chart.

Probability of Success – The Plan

Many of the considerations listed in this criterion are easily dealt with when you take solar energy into account. For instance, the proposed installation will occur on existing buildings, so there will be no impact upon the environment. Data collection will be automated. Manpower issues will be addressed by the subcontractor when selected, but we will oversee this to ensure it is adequate, appropriate, and that all the requirements of the grant are met. That information will be forth-coming once the selection process is completed.

Probability of Success – Team Expertise

Those involved with this process have experience in a variety of areas, but one thing everyone brings to the table is the desire to accomplish the goals of this project. Qualifications and experience of those involved is included in the organizational chart, which will be updated when the subcontractor is selected.

Project Cost and Cost Share

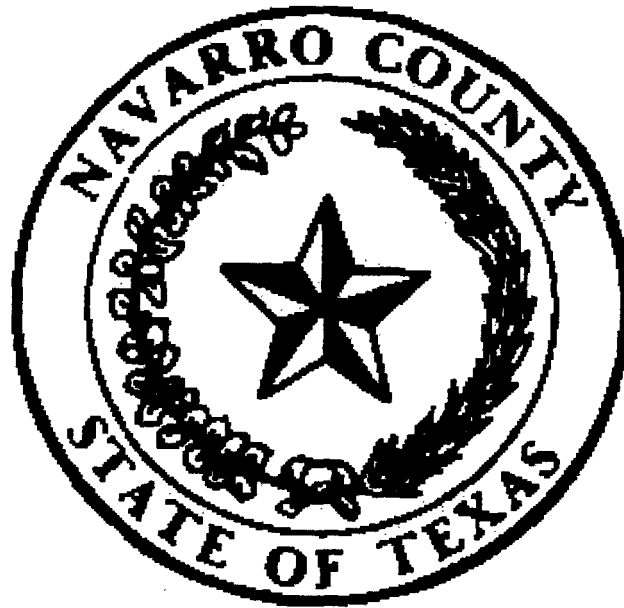
Appendix A, Attachment B shows the relative costs and cost-share information. We have taken care to ensure the project costs are reasonable, and we have included information from the utility providers to demonstrate the availability of utility rebates.

As stated in our transmittal letter, we look forward to a timely and effective implementation of this project. We await your decision.

NAVARRO COUNTY, TEXAS

BID No. 2010-G-008

USED MOTORGRADER



Navarro County, Texas
300 W. Third Avenue, Suite 10
Corsicana, Texas 75110
Phone 903-654-3095 Fax 903-654-3097



NAVARRO COUNTY AUDITOR'S OFFICE

Kathy Hollomon, Auditor

Phone: (903) 654-3095

300 West Third Avenue, Suite 10
Corsicana, TX 75110-4672

e-mail: khollomon@navarrocounty.org

Tim Easley, First-Assistant
Terri Gillen, Assistant
Jeannie Keeney, Assistant
Ann Tanner, Assistant
Julie Wing, Assistant

Fax: (903) 654-3097

November 13, 2009

Bid 2010-G-008 Used Motor Grader

Open Date – November 30, 2009

The enclosed *Invitation to Bid* (ITB) and accompanying *Specifications/Bidder's Response Forms* are for your convenience in bidding the referenced products or services for Navarro County.

Sealed bids shall be submitted no later than:

Monday, November 30, 2009, 10:00 a.m.

Mark Envelope: *Bid No. 2010-G-008 Used Motor Grader*

Bids must be signed and dated by a person having the authority to bind the vendor in a contract. Bids which are not signed and dated will be rejected.

Navarro County appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for award of the contract, and will be returned unopened. Bids will be opened in the County Courtroom, First Floor, Navarro County Courthouse, Corsicana, Texas. You are invited to attend.

Bids may be withdrawn by the bidder at any time prior to the official opening. Alterations made before the opening time must be initialed by the bidder to guarantee the authenticity of the change. After the official opening, bids may not be amended or altered and may not be withdrawn without the approval of the Commissioners Court.

Navarro County is aware of the time and effort you expend in preparing and submitting bids to the County. Please let us know of any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the County's business.

Awards should be made no later than two weeks after the bid opening date. To obtain results, or if you have any questions, please contact the Navarro County Auditor's Office at 903/654-3095.

**NAVARRO COUNTY
 BID NO. 2010-G-008 Used Motor Grader
 INVITATION TO BID**

By order of the Commissioners Court of Navarro County, Texas, sealed bids will be accepted for:

Used Motor Grader

IT IS UNDERSTOOD that the Commissioners Court of Navarro County reserves the right to reject any or all bids for the products covered in this bid request and to waive any formalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Navarro County.

BIDS MUST BE SUBMITTED on the forms included for that purpose on pages 7-12 in this packet. Each bid should be signed by a person having the authority to bind the vendor in a contract, placed in a sealed envelope and marked clearly on the outside as shown below.

Bids should be clearly marked - *Bid No. 2010-G-008 Used Motor Grader*

BIDS SHOULD BE RETURNED TO the following address by **Monday, November 30, 2009, not later than 10:00 a.m.:**

Navarro County Auditor's Office
 Navarro County Courthouse
 300 West Third Avenue, Suite 10
 Corsicana, Texas 75110

FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED.

All bids must be received in the County Auditor's Office before the opening date and time.

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**NAVARRO COUNTY
BID NO. 2010-G-008 Used Motor Grader
INSTRUCTIONS/TERMS OF CONTRACT**

Navarro County is requesting bids for a used motor grader as described in the attached specifications. Bids must be submitted on the attached forms. By returning this bid with a price quote, vendors certify and agree that:

Funding: Funds for payment have been provided through the Navarro County budget approved by the Commissioners Court for the fiscal year ending September 30, 2010.

Late Bids: Bids received in the County Auditor's Office after the submission deadline will be considered void and unacceptable. Navarro County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp of the County Auditor's Office shall be the official time of receipt.

Altering Bids: Bids cannot be altered or amended after the submission deadline. Any interlineation, alteration or erasure made before the opening time must be initialed by the signer of the bid, guaranteeing authenticity.

Withdrawal of Bid: A bid may not be withdrawn or canceled by the bidder without the permission of the County for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

Sales Tax: Navarro County is exempt, by law, from payment of Texas Sales Tax and Federal Excise Tax.

Contract: This bid, when properly accepted by Navarro County, shall constitute a contract equally binding between the successful bidder and Navarro County. No different or additional terms will become a part of this contract with the exception of change orders.

Change Orders: No oral statement of any person shall modify or otherwise change, or affect, the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Navarro County Auditor.

Delivery: All delivery and freight charges (FOB Navarro County Auditor's Office) are to be included in the bid price.

Conflict of Interest: No public official shall have interest in this contract, in accordance with *Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171.*

Ethics: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Navarro County.

Exceptions/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of this bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The Navarro County Commissioners Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

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Addenda: Any interpretations, corrections or changes to this *Invitation to Bid* and *Specifications* will be made by addenda. Sole issuing authority of addenda shall be vested in the Navarro County Auditor. Addenda will be mailed to all who are known to have received a copy of this *Invitation to Bid*. Bidders shall acknowledge receipt of all addenda.

Bids must comply with all Federal, State, county and local laws concerning these type purchases.

Design, Strength, Quality of materials must conform to the highest standards of manufacturing practice.

Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate their responsibility and meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics, and;
5. Be otherwise qualified and eligible to receive an award.

Navarro County may request representation and other information sufficient to determine the bidder's ability to meet these minimum requirements listed above.

References: Navarro County requests bidder to supply a list of at least three (3) references where like products have been sold by their company. Include name of reference, address, telephone number and name of representative.

Bidder Shall Provide with this bid response, all documentation required by this *Invitation to Bid*. Failure to provide this information may result in rejection of your bid.

Successful Bidder Shall defend, indemnify and save harmless Navarro County and all its officers, agents and employees from all suits, actions or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Navarro County from liability, claim or demand on their part, agents, servants, customers and/or employees whether such liability, claim or demand arise from or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Navarro County growing out of such injury or damages.

Termination of Contract: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Navarro County reserves the right to award

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canceled contract to the next lowest and best bidder as it deems to be in the best interest of the County.

Termination for Default: Navarro County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach of default of this contract. Navarro County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise perform in accordance with these specifications.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Navarro County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the County within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that Navarro County shall not be liable for prosecution for damages in the event that the County declares bidder in default.

Notice: Any notice provided by this bid (or required by law) to be given to the successful bidder by Navarro County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Corsicana, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, provided this shall not prevent the giving of actual notice in any other manner.

Purchase Order: A purchase order will be generated by Navarro County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Navarro County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

Packing Slips or other suitable shipping documents shall accompany each shipment and shall show: (a) name and address of successful bidder, (b) delivery location, (c) Navarro County purchase order number and (d) descriptive information as to the item(s) delivered, including description, quantity, number of containers, etc.

Invoices shall show all information as stated above and be mailed directly to the Navarro County Auditor's Office, 300 West Third Avenue, Suite 10, Corsicana, TX 75110.

Payment will be made upon receipt and acceptance, by the County, of the items ordered in accordance with the State of Texas "Prompt Payment Act", Article 610f, V.T.C.S. Successful bidder is required to pay subcontractors within ten (10) days.

Items supplied under this contract will be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at no expense to the County. If an item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.

Samples: When requested, samples shall be furnished free of expense to the County.

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Warranty: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

Remedies: The successful bidder and Navarro County agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

Venue: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Navarro County, Texas.

Assignment: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Navarro County.

Silence of Specification: The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Any Questions concerning this *Invitation to Bid* and *Specifications* should be directed to the Navarro County Auditor's Office at 903/654-3095.

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**NAVARRO COUNTY
BID NO. 2010-G-008 Used Motor Grader
BIDDER'S RESPONSE FORMS**

BID PROPOSAL AFFIDAVIT

The undersigned certifies that the bid prices in this proposal have been carefully reviewed and are submitted as correct and final. He further certifies that the bidder agrees to furnish any and/or all items upon which prices are extended at the price(s) offered, and upon the conditions contained in the specifications of the Invitation to Bid. The period of acceptance of this bid proposal will be thirty (30) calendar days from the date of the bid opening.

STATE OF TEXAS §

COUNTY OF NAVARRO §

I, John Lowe, am a duly authorized officer or agent for Equipment Support Service, and have been authorized to execute the foregoing bid proposal on their behalf. I hereby certify that the foregoing proposal has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has he been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of the services or materials bid on, or to influence any person or persons to bid or not to bid thereon.

Name and Address of Bidder: Equipment Support Services
2019 Airport Fwy
Eules, Tx. 76040

Telephone: 817-283-2844

By: John Lowe Title: Sales Manager
(Type or Print Name)

Signature:  Date: 11-24-09

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BIDDER'S RESPONSE FORMS

BIDDER'S PROPOSAL

By signing and returning this proposal the bidder agrees to be bound by the terms described herein.

Specifications are outlined on the attached schedule. Questions concerning these specifications should be directed to the County Auditor's Office at 903/654-3095.

Having read and understood the instructions and specifications, I/we submit the following bid.

Bidder whose name appears below agrees to provide Used Motor Grader, to Navarro County, Texas for a price of

Used Motor Grader \$ 142,000.00

Machine Make: Case

Model No.: 865

Hours Used (must be less than 1,200 hrs.): 1100.0

Said price shall be good for a period of: two weeks

Estimated date of delivery: 11-30-09

Company Name: _____

Company Address: 2019 Airport Fwy, Euless, Tx 76040

Company Phone #: 817-283-2844

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Delivered F.O.B. Navarro County

Bid Submitted by: Equipment Support Service
(Company Name)

Signature: 

Date: 11-24-09

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**NAVARRO COUNTY
BID NO. 2010-G-008 Used Motor Grader
SPECIFICATIONS**

Minimum Specifications For Used Motor Grader

Unit shall be a used 2008 or 2009 model Motor Grader with no more than 1,200 hours of use. Unit shall be complete, serviced, ready for work, and must include all standard equipment.

Size: SAE minimum operating weight without add-on weights or wheel ballast shall be no less than 32,000 pounds.

Engine: Engine must be designed by the manufacturer, six cylinder, turbo-charged diesel with wet-sleeve cylinder liners. No smaller than 414 and no larger than 638 cubic inches of displacement. Engine shall be variable horsepower with the minimum horsepower being no less than 190 SAE net.

Transmission: Transmission shall be full power-shift. No operator clutching is required for direction or gear changes. Transmission shall provide five working speeds below 10 mph to better match engine RPM and travel speed to load. Maximum transport speed shall be no less than 25 mph.

Steering: Unit shall have full hydraulic power steering. Minimum machine turning radius shall be no less than 24 feet. Articulation frame steering shall be no less than 25 degrees left or right.

Drive Axles: Unit shall have inboard planetary gear drive to each wheel. Unit shall come equipped with hydraulically actuated rear axle differential lock/unlock, which can be engaged on-the-go under full engine RPM in any gear.

Brakes: Service brakes shall be all hydraulic, oil-cooled, wet disks effective on four tandem wheels. Brakes must be sealed and fully enclosed to allow operation in water, mud, and adverse conditions without encountering brake fade. The parking/secondary brake system shall be independent of service brakes, and shall be equipped with warning light or alarm. Parking brake must be of adequate design to hold the weight of the machine and operator on a slope. Parking brake shall engage any time power to the machine is cut off.

Tires: All six tires shall be a minimum of 14.00-24 size.

Front Axles & Wheels: Front axle shall be of heavy-duty, welded box construction, capable of 32 degrees of total axle oscillation. Unit shall be capable of at least 22 degrees of wheel lean in each direction.

Rear Ripper/Scarifier: Unit shall come equipped with a rear ripper/scarifier installed. Ripper/scarifier shall have parallelogram linkage with manual valve control and hydraulic float. Rear ripper/scarifier shall come with a tool bar for three ripper shanks. Motor grader must have front end counter weight to balance ripper action.

Moldboard & Blade: Unit shall come equipped with 14' moldboard with bolt-on boron steel or greater cutting edges guaranteed against breakage. Moldboard and blade should have full hydraulic control including circle side shift, blade side shift, circle rotation, saddle rotation, blade pitch, and blade float. 90-degree and a 2 to 1 bank cutting angle left or right should be obtainable without leaving operator's cab.

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SPECIFICATIONS

Cooling System: Unit shall come equipped with a pressurized liquid cooling system with thermostat. Radiator shall be filled with manufacturer approved anti-freeze solution that provides both summer and winter protection.

Electrical: Batteries shall have a minimum reserve capacity rating of 150 minutes. Alternator shall be a minimum of 45 amps. Unit shall have a minimum of two front and two rear work lights. Motor Grader shall also come equipped with two combination stop/tail lights, turn signal and flashing lights, and a lighted instrument panel. Unit shall come equipped with a 24V to 12V converter allowing use of two-way radio.

Instrumentation: Unit shall have dash mounted gauges and/or monitoring system which includes transmission temperature, engine coolant temperature, engine oil pressure, parking brake engagement, rear steer indicator, hydraulic filter restriction, fuel, alternator, and electric hour meter. Engine coolant and engine oil pressure system shall include audible and visual warnings.

Operator Station: Cab shall be low profile design, and shall be SAE ROPS certified. Unit shall have enclosed cab with heat and air conditioning. Motor Grader shall come with rubber floor mat installed. Cab shall be isolation mounted and sound insulated. Cab shall have a deluxe cloth suspension seat that is adjustable for operator weight, leg reach and back angle. Armrests should be fully adjustable. Cab shall come equipped with defroster fan, front and rear windshield wipers, inside mounted rearview mirror, tinted safety glass, dome light, and lockable cab doors.

Additional Equipment: Unit shall come equipped with full-length engine side shields that are hinged and lockable. Unit shall come with bottom and side transmission guards to protect from debris. Unit shall have mounting steps and safety handholds, toolbox with hinged cover, and complete lock-up vandal protection. All locks shall be keyed the same.

Warranty: Unit shall come with a 1000 hour power train warranty. Bidder must have full-service parts and service departments within 100 miles of Navarro County. Bidder shall have available field service technicians for on-site repair and maintenance of machines. Bidder shall enclose a copy of the parts availability policy for the model and type of machine being bid.

Demonstration: The vendor or manufacturer of the Motor Grader shall, at the request of the customer, provide an on-site demonstration of the model being bid.

Delivery: Time of delivery is an important factor in determining the successful bidder. Please state time of delivery for the Motor Grader.

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Please enclose 5 copies of machine specifications with bid.

Please list any and all exceptions to specifications below.

References;

**Leon County #2
David Ferguson, Commissioner
Buffalo, Texas
903-545-2471**

**Rusk County #1
Bill Hale, Commissioner
Kilgore, Texas
903-657-3030**

**Shelby County #3
Travis Rogers, Commissioner
Joaquin, Texas
936-269-3348**

**City of Kilgore
Kilgore, Texas
Fleet Manager – Upon Request**