

CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

January 10, 2025

TO: Brook Bassan, President, City Council

FROM: Timothy M. Keller, Mayor



SUBJECT: The International Center for Appropriate and Sustainable Technology (ICAST), City of Albuquerque owned property weatherization

ICAST is a 501c3 nonprofit organization dedicated to providing economic, environmental, and social benefits to communities through clean energy and green solutions. ICAST provides one-stop-shop services for the installation of clean energy solutions in multi-family affordable housing (MFAH) statewide in New Mexico.

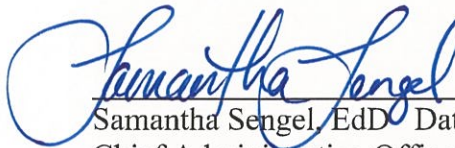
The ICAST weatherization project will be funded utilizing the Housing Forward Fund. The total amount of the project is \$6,659,690.00. The total cost of the weatherization project for the City of Albuquerque is \$1,500,000.00. Funding for this project is being leveraged with collaborations with the following: U.S. Department of Treasury's Clean Energy Production and Investment Tax Credit, Home Efficiency Rebate Program Funding the U.S. DOE, HUD's Green and Resilient Retrofit Program, HUD's Healthy Homes program, EPA's Solar for All Funding, Low-income housing tax credits (LIHTC), Community Reinvestment Act funding from banks for grants or low-cost financing. The City of Albuquerque will utilize a State of New Mexico contract (Professional Services Agreement 25-521-0300-0001) for this project. The term of the contract will be until December 31, 2026.

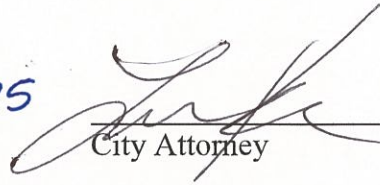
This project will result in lower energy costs which is especially important for low income people and lessen the carbon footprint.

SUBJECT: The International Center for Appropriate and Sustainable Technology (ICAST), City of Albuquerque owned property weatherization

Approved:

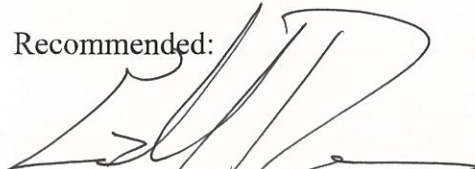
Approved as to Legal Form:


Samantha Sengel, EdD Date
Chief Administrative Officer


City Attorney Date

Recommended:

ds
pp


Gilbert Ramirez, Director Date
Dept. of Health, Housing and Homelessness

Cover Analysis

1. What is it?

EC approving the International Center for Appropriate and Sustainable Technology (ICAST), City of Albuquerque owned property weatherization project.

2. What will this piece of legislation do?

This piece of legislation will allow the Department of Health, Housing and Homelessness to utilize a state contract for the weatherization of city-owned properties through ICAST.

3. Why is this project needed?

This project is needed to sustain the current stock of city-owned properties. This will result in lower energy costs for low income people and lessen the carbon footprint.

4. How much will it cost and what is the funding source?

\$1,500,000.00/Housing Forward Fund. The total amount of the project is \$6,659,690.00. The total cost of the weatherization project for the City of Albuquerque is \$1,500,000.00. Exhibit A-2 is a summary of the hard costs which is \$1,300,218.00. In addition, there is \$199,782.00 of soft costs for the project. Funding for this project is being leveraged with collaborations with the following: U.S. Department of Treasury's Clean Energy Production and Investment Tax Credit, Home Efficiency Rebate Program Funding the U.S. DOE, HUD's Green and Resilient Retrofit Program, HUD's Healthy Homes program, EPA's Solar for All Funding, Low-income housing tax credits (LIHTC), Community Reinvestment Act funding from banks for grants or low-cost financing.

5. Is there a revenue source associated with this contract? If so, what level of income is projected?

No

6. What will happen if the project is not approved?

If this project is not approved, city-owned properties will not receive necessary weatherization.

7. Is this service already provided by another entity?

No

FISCAL IMPACT ANALYSIS

TITLE: ICAST R: O:
 FUND: 305
 DEPT: 7272040

- No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.
- (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	Fiscal Years			Total
	2025	2026	2027	
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses				-
Property				-
Indirect Costs	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -
[] Estimated revenues not affected				
[x] Estimated revenue impact				
Revenue from program				
Amount of Grant		-	-	
City Cash Match				
City Inkind Match				
City IDOH	-	-	-	-
Total Revenue	\$ -	\$ -	\$ -	\$ -

These estimates do not include any adjustment for inflation.
 * Range if not easily quantifiable.

Number of Positions created

COMMENTS: This project is funded out of the Housing Forward Fund.

COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:

PREPARED BY:

APPROVED:

DocuSigned by:
Anna M. Lujan 12/18/2024 | 9:30 AM MST
 FISCAL ANALYST

DocuSigned by:
Gilbert Ramirez 12/18/2024 | 10:00 AM MST
 DIRECTOR (date)

REVIEWED BY:

DocuSigned by:
Christine Ching 12/23/2024 | 11:40 AM MST
 EXECUTIVE BUDGET ANALYST

DocuSigned by:
Donna Sandoral 12/23/2024 | 2:23 PM MST
 BUDGET OFFICER (date)

Signed by:
Christine Bomer 12/23/2024 | 2:36 PM MST
 CITY ECONOMIST

DocuSigned by:
Christina Owens 12/20/2024 | 1:04 PM MST

AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Albuquerque, New Mexico, a municipal corporation (“City”), and International Center for Appropriate and Sustainable Technology (ICAST), a non-profit organization, 7400 W 14th Ave, Denver, CO 80214 (“Contractor”).

RECITALS

WHEREAS, ICAST and the City have agreed that ICAST will provide clean energy and green solutions for City multi-family affordable housing properties, for the purpose of providing economic, environmental, and social benefits to the community (“Services”), which Services are more particularly described in **Exhibit A.1 and Exhibit A.2**; and

WHEREAS, the Contractor will leverage other funding sources, in addition to the funds provided as part of this Agreement to most efficiently provide the Services for the benefit of the City and the community; and

WHEREAS, the State of New Mexico, Energy, Minerals and Natural Resources Department entered into a Professional Services Agreement with ICAST, identified as SHARE No. 25-521-0300-0001, and attached hereto for reference, as **Exhibit B**; and

WHEREAS, the Services in this Agreement are procured pursuant to § 5-5-33 ROA 1994, and based on the State’s Agreement with SHARE No. 25-521-0300-0001 (State’s Agreement); and

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto mutually agree as follows:

1. Scope of Services. The Contractor shall perform the Services described in **Exhibit A.1 and Exhibit A.2**, attached hereto and incorporated herein, in a satisfactory and proper manner, as determined by the City and within the requirements of this Agreement.

2. Term of Agreement. The term of this Agreement shall start on the date of final execution of this Agreement and shall end December 31, 2026, unless otherwise terminated as provided herein.

3. Compensation and Method of Payment.

A. Compensation. For performing the Services specified in Section 1, the City agrees to pay the Contractor up to the amount of **ONE MILLION, FIVE HUNDRED THOUSAND AND 00/100 DOLLARS** (\$1,500,000.00), which amount includes any applicable gross receipts tax. This amount shall constitute complete compensation for the Contractor's Services, including all expenditures made and expenses incurred by the Contractor in performing the Services.

B. Method of Payment. Such amount shall be payable, excluding any applicable gross receipts tax, at the rates identified in **Exhibit A.1**, which are equal to or less than

the rates established in the State's Agreement with SHARE No. 25-521-0300-0001. The Contractor has provided a summary of project costs, which is attached as **Exhibit A.2**.

C. Payments shall be made to the Contractor monthly for completed Services upon the City's receipt of Contractor's properly documented requisitions for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

D. Appropriations. Notwithstanding any other provision in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, or if the City Council unappropriates or deauthorizes funds during a fiscal year, this Agreement may be terminated upon thirty (30) days' written notice given by the City to all other parties to this Agreement. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's determination as to whether sufficient appropriations are available or have been made shall be accepted by all parties and shall be final.

E. Responsibility to Monitor Contract. The Contractor is responsible for ensuring that the Contractor does not bill for Services in an amount that exceeds the total contract amount. With each invoice submitted to the City, the Contractor shall include a ledger report that identifies the total amount the Contractor has billed for Services under this Agreement and any Supplements to this Agreement. If at any time the Contractor determines that payment for Services may or will exceed the total amount provided in this Agreement and any Supplements to this Agreement, the Contractor shall notify the City in writing, as soon as possible after making that determination. If the Contractor's billing exceeds the amount of this Agreement and any Supplements, the City may stop or delay payment, or the Services may be ceased or delayed at the City's request.

4. Independent Contractor. Neither the Contractor nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. Personnel.

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or the Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or Agreement and shall be subject to each provision of this Agreement.

6. **Indemnity.** The Contractor agrees to defend, indemnify, and hold harmless the City and its officials, agents, and employees from and against any and all claims, suits, demands, actions, or proceedings of any kind brought against any of those persons because of any injury or damage received or sustained by any person, persons, or property, which injury is arising out of or resulting from the Contractor's provision of goods or Services under this Agreement, or by reason of any asserted act or omission, neglect, or misconduct of the Contractor or Contractor's agents, employees or subcontractors, or the agents or employees of any subcontractor of Contractor, whether direct or indirect. The defense and indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. **Insurance.** The Contractor shall procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance policies in the kinds and amounts provided below, written with insurance companies authorized to do business in the State of New Mexico, which policies cover all operations under this Agreement, whether Services or operations are performed by Contractor or its agents. Before commencing the Services, and upon renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates of insurance, in form satisfactory to the City, showing that Contractor has complied with this Section. All certificates of insurance shall be provided upon execution of this Agreement and upon any cancellation or change in the policy, and the certificates shall provide that thirty (30) days' prior written notice of any cancellation, material change to, or non-renewal of a policy be given to:

Risk Manager
Department of Finance and Administrative Services
City of Albuquerque
P.O. Box 470
Albuquerque, New Mexico 87103

Various types of required insurance may be written in one or more policies. With respect to all applicable coverages, the City shall be named an additional insured by endorsement onto the policy. Proof of this additional insured relationship shall be evidenced on the Certificate of Insurance (COI) and on the insurance endorsement. All coverages afforded shall be primary with respect to operations provided. If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made. Kinds and amounts of insurance required are as follows:

A. **Commercial General Liability Insurance.** A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$2,000,000.00 Per Occurrence
\$2,000,000.00 Policy Aggregate
\$2,000,000.00 Products Liability/Completed Operations

\$1,000,000.00 **Personal and Advertising Injury**
\$15,000.00 **Medical Payments**

The policy of insurance must include coverage for all operations performed for the City by the Contractor, and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

B. Commercial Automobile Liability Insurance (“CAL”): A CAL policy with not less than a \$1,000,000.00 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The CAL policy must include coverage for the use of all owned, non-owned, and hired automobiles, vehicles and other equipment both on and off work. This CAL policy cannot be a personal automobile liability insurance policy as most personal automobile liability policies exclude coverage for work related losses.

C. Workers' Compensation Insurance: Workers' Compensation Insurance for the Contractor's employees when required by, and in accordance with, the provisions of the Workers' Compensation Act of the State of New Mexico (“Act”). The Contractor acknowledges that it is responsible for complying and agrees to comply with the Act and related rules in performing under this Agreement. The Contractor agrees to provide proof to the City of any Workers' Compensation coverage the Contractor is required to carry at any point during the term of this Agreement. The City may terminate this Agreement if the Contractor fails to comply with this provision.

D. Increased Limits. If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

8. Discrimination Prohibited, Civil Rights Compliance. In performing the Services required hereunder, the parties hereto shall not discriminate against any person on the basis of race, color, religion, sex, gender, gender identity, sexual orientation, pregnancy, childbirth or condition related to pregnancy or childbirth, spousal affiliation, national origin, ancestry, age, physical or mental handicap or serious medical condition, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended, and as defined in the New Mexico Human Rights Act. The Contractor agrees to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, the New Mexico Equal Pay for Women Act, Titles VI and VII of the U.S. Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, the Pregnant Workers Fairness Act, and all federal, New Mexico and City laws and rules related to the enforcement of civil rights. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City's Office of Civil Rights.

9. ADA Compliance. In performing the Services required under the Agreement, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990, the Pregnant Workers Fairness Act, the New Mexico Human Rights Act, and all applicable rules and regulations (the “ADA”) that are imposed directly on the Contractor or that would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify, and hold harmless the City, its officials,

agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against any of those parties as a result of any act or omission of the Contractor or its agents in violation of the ADA.

10. Conflict of Interest. No officer, agent or employee of the City will participate in any decision relating to this Agreement which affects that person's financial interest, the financial interest of his or her spouse or minor child or the financial interest of any business in which he or she has a direct or indirect financial interest.

11. Interest of Contractor. The Contractor agrees that it presently does not have, and shall acquire no direct or indirect interest which conflicts in any manner or degree with the performance of the terms of this Agreement. The Contractor will not employ any person who has any such conflict of interest to assist the Contractor in performing the Services.

12. No Collusion. The Contractor represents that this Agreement is entered into by the Contractor without collusion on the part of the Contractor with any person or firm, without fraud, and in good faith. The Contractor also represents that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be, offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City for the purpose or with the intention of securing: this Agreement; a subsequent Agreement; more favorable treatment with respect to this Agreement; or more favorable treatment with respect to making any determinations regarding performance under this Agreement.

13. Debarment, Suspension, Ineligibility and Exclusion Compliance. The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately.

14. Reports and Information. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless otherwise authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.

Data and information provided to the Contractor by the City, and data and information collected by the Contractor as part of its performance under this Agreement, belongs to the City and is City property. Such data and information shall be returned to the City upon the term or termination of the Agreement unless the City provides written authorization for the Contractor to retain any such data or information.

15. Open Meetings Requirements. Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the

requirements of § 2-5-1 et seq., R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.

16. Public Records. The parties acknowledge that the City is a government entity subject to the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq., NMSA 1978). Notwithstanding any other provision of this Agreement, the City shall not be responsible to Contractor for any disclosure of Confidential Information pursuant to that Act or pursuant to the City's public records act laws, rules, regulations, instructions or any other legal requirement.

17. Establishment and Maintenance of Records. Records shall be maintained by the Contractor in accordance with applicable laws and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of four (4) years after receipt of final payment under this Agreement.

18. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, Contractor shall make all of the Contractor's records with respect to all matters covered by this Agreement available to the City for examination. The Contractor shall allow the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data related to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and to appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 9 of the Albuquerque City Charter.

19. Ownership, Publication, Reproduction and Use of Material. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

20. Compliance with Laws. In performing the Services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.

21. Changes. The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

22. Assignability. The Contractor shall not assign or transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the City.

23. Termination for Cause. If, for any reason, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any provision of this Agreement, the City has the right to terminate this Agreement by giving written notice of the termination to the Contractor and specifying a termination effective date at least five

(5) days after notice is provided. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed under the Agreement. Notwithstanding any other provision of this section, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

24. Termination for Convenience of City. The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice of the termination in writing to the Contractor. If the Contract is terminated as provided herein, the Contractor will be paid an amount that bears the same ratio to the total compensation provided for under the Agreement as the Services actually performed bear to the total Services required under the Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the Termination for Cause provision shall apply.

25. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

26. Enforcement. The Contractor agrees to pay to the City all costs and expenses, including reasonable attorneys' fees, incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

27. Entire Agreement. This Agreement, including any explicitly stated and attached exhibits, aside from **Exhibit B**, which is attached for reference only, constitutes the full, final, and entire agreement of the parties and incorporates all of the conditions, agreements, understandings and negotiations between the parties concerning the subject matter of this contract, and all such agreements, conditions, understandings and negotiations have been merged into this written Agreement. No prior condition, agreement, understanding, or negotiation, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in writing in this Agreement.

28. Conflicting Terms. **Exhibit B**, the State's Agreement with SHARE No. 25-521-0300-0001, is attached for reference only, and if any terms in the State's Agreement conflict with any terms in the City's Agreement, the terms in the City's Agreement control.

29. Applicable Law and Venue. This Agreement is governed by and construed and enforced in accordance with the laws of the State of New Mexico and the City of Albuquerque. The venue for actions arising in connection with this Agreement is Bernalillo County, New Mexico.

30. Force Majeure. The City shall not be liable for failure to perform its obligations under this Agreement, for any loss or damage of any kind, or for any consequences resulting from delay or inability to perform, due to causes beyond the reasonable control and without the fault or

negligence of the City. Such causes (“Force Majeure Events”) include, but are not restricted to: acts of God or the public enemy; acts of State, Federal or local governments; shortage or inability to obtain materials; breakdowns or delays of carriers, manufacturers, or suppliers; freight embargoes; theft; fire; flood; epidemics or pandemics; quarantine restrictions; strikes; lockouts; unusually severe weather; and defaults of subcontractors due to any of the above. If a Force Majeure Event causes any failure to perform, the City shall promptly inform the Contractor in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested. The parties shall consult with each other in good faith with respect to modification of this Agreement to reflect such suspension or other changes (if any) desired by the City as a result thereof. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

31. Electronic Signatures. Authenticated electronic signatures are legally acceptable pursuant to Section 14-16-7 NMSA 1978. The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

32. Approval Required. This Agreement shall not become binding upon the City until approved by the highest required City approval authority.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement upon the date of the last signature below.

CONTRACTOR:

Company: ICAST

Approved By: _____

Date: _____

Name: _____

Title: _____

CITY OF ALBUQUERQUE:

Approved
By: _____

Date: _____

Name: _____

Title: _____

Approved
By: _____

Date: _____

Name: _____

Title: _____

Approved
By: _____

Date: _____

Name: _____

Title: _____

ICAST Qualifications

Overview

ICAST (The International Center for Appropriate and Sustainable Technology) is a 501c3 nonprofit organization dedicated to providing economic, environmental, and social benefits to communities through clean energy and green solutions. ICAST provides one-stop-shop services for the installation of clean energy solutions in multifamily affordable housing (MFAH) statewide in New Mexico.

Background and Experience

ICAST focuses on serving low-to-moderate-income households and disadvantaged communities, primarily in the multifamily affordable housing (MFAH) sector. ICAST employs a unique one-stop-shop approach for whole-building green solutions, covering initial assessments, design engineering, procurement, construction management, financing, education, and training.

Founded as an initiative at the University of Colorado Boulder in 2002, ICAST has since established a wide range of programs aimed at underserved populations, facilitating ~\$200M in green investments for over 130,000 LMI households. ICAST's clean energy upgrades support housing affordability, climate change mitigation, and local economic and job opportunities. ICAST has been a certified Technical Assistance Provider to Enterprise Community Partners (Enterprise), providing help to MFAH property owners and their architects in obtaining the Enterprise Green Communities certification for their tax-credit applications in the most cost-effective manner. ICAST is also a Technical Assistance Provider to the US Housing and Urban Development (HUD) and US Department of Agriculture – Rural Development, Housing Division (USDA), advising MF property owners and managers on all aspects of their green rehab, including planning, design, engineering, construction, financing, resident engagement, training, O&M, and reporting. ICAST has a strong working relationship with HUD and USDA-RD, and has never been under suspension or debarment by HUD or USDA.

ICAST has served the MFAH market for 17 years and knows and understands MFAH corporate structures, has experience working with owners and property managers, and has partnered with national MFAH service providers (including attorneys, CPA firms, realtors, architects, consultants, etc.) that provide referrals and access to MFAH customers. ICAST is very knowledgeable on the various government and private incentives and programs that can help reduce the costs of energy efficiency retrofits for MFAH properties and shares that knowledge with its MFAH clients as a value-added service. ICAST regularly provides education to MFAH owners through webinars, presentations at conferences, published articles, and one-on-one meetings.

Mass Customization Approach: We embrace a "mass customization" strategy for our retrofit projects, ensuring that each project is meticulously tailored to deliver maximum benefits based on the specific needs of each property. This approach allows us to design projects that not only maximize energy efficiency and cost savings but also steer clear of the inefficiencies associated with generic solutions.

Sample Partners in New Mexico

ICAST's robust partnerships with key funding entities in New Mexico include the Mortgage Finance Authority (MFA), New Mexico Gas Company (NMGC), Public Service Company of New Mexico (PNM), El Paso Electric (ELE), underscore our commitment to delivering comprehensive clean energy solutions and sustainable housing upgrades. These collaborations enable us to leverage a mix of federal and state resources, utility program funds, and innovative financing mechanisms.

Mortgage Finance Authority (MFA)

Our partnership with MFA is pivotal in reaching multifamily affordable housing (MFAH) properties across New Mexico. By leveraging MFA's programs and funding, we've successfully implemented energy efficiency and renewable energy projects, ensuring that low-to-moderate-income (LMI) residents benefit from healthier, safer, and more comfortable homes while also experiencing reduced utility costs. ICAST is working with MFA on the Statewide Weatherization Assistance Program (WAP) as its subgrantee, which provides funding for weatherization, energy efficiency and solar upgrades. Additionally ICAST, is the awardee of a WAP Sustainable Energy for Consumers (SERC) grant for the state, which provides access to multifamily owners for funding for storage, energy management systems, solar, electrification and other innovative upgrades under WAP.

New Mexico Gas Company (NMGC)

Collaborating with NMGC, we've accessed Utility DSM Program funding, which has been instrumental in providing energy efficiency upgrades to MFAH properties. This partnership allows us to enhance the value and reach of our programs, ensuring that energy conservation measures create deeper impacts for environmental justice communities. ICAST administers NMGC's funding for multifamily properties across their entire service territory in the state.

Public Service Company of New Mexico (PNM)

Our engagement with PNM has allowed us to retrofit MFAH properties with energy-efficient solutions, across their entire service territory in the state.

El Paso Electric (EPE)

Our engagement with El Paso Electric (EPE) is focused on implementing a MFAH focused Demand-Side Management program in EPE's territory in southern New Mexico.

Scope of Services

ICAST services for green upgrades in MFAH in NM are at no cost to our MFAH customers because they are paid for by our partners including MFA, NM Gas, PNM, and EPE.

Services outside of green retrofits to existing MFAH are not covered by our funding partners and are to be paid for as consulting fees by our customers. These include:

Property and Portfolio Assessment Services

- ❖ **Portfolio Analysis:** Using tools such as EPA's Portfolio Manager, ICAST can identify the best and worst performing properties, from an energy usage perspective, in a portfolio of properties.

Auditing and Engineering Services

- ❖ **Energy and Water Use Assessments:** ICAST can provide detailed MF property assessments on energy and water usage, for new construction and major rehab (such as LIHTC projects) that provide recommendations for a green design and scope of work (SOW), with specific equipment specifications, and tailored to the unique needs of the MF property. ICAST is able to compete these assessments to any required standards such as:
 - **ASHRAE Level Audits:** We can adhere to ASHRAE Levels 1, 2, and 3 standards to pinpointing inefficiencies and formulating actionable recommendations to boost building performance and lower utility expenses.
- ❖ **Energy Modeling:** ICAST is proficient in utilizing energy modeling software to generate building energy models that accurately predict a building's energy savings when installing the recommended solutions. ICAST can meet any regulatory requirements for grants, financing, and utility incentives.
- ❖ **Scope of Work Development:** Following our rigorous building assessments and modeling, ICAST engineers can draft a detailed Scope of Work (SOW) that outlines specific energy efficiency measures (EEMs) with their equipment specifications, cost estimates, and anticipated savings.
- ❖ **Pre-Construction Services:** Our pre-construction services are the foundation of our value engineering process to ensure cost savings without compromising on quality.

Solar and Storage Services

ICAST can provide renewable energy and energy storage services and solutions and its expertise spans from technical assessments to innovative financing solutions to project implementation:

- ❖ **Solar and Storage Assessments:** ICAST has the capability of computer modeling and facilitating production and usage analysis, using various software tools. ICAST is also capable of conducting detailed financial analysis of the project, including 25-year pro forma, to develop financial viability assessments for the project.
- ❖ **Engineering Design and Development:** ICAST has the ability to develop the engineering design including line drawings and interconnection applications for the local utility. ICAST is also capable of conducting detailed engineering analysis to develop design viability assessments for the project.
- ❖ **Selection and Management of Contractors:** Including overseeing sub-contractor bids and selection processes, and managing implementation timeline, budget and quality.
- ❖ **Project Financing:** ICAST has the ability to finance the solar and storage project, including tax credit equity and debt. ICAST is able to offer power purchase agreements (PPA) or Lease financing or just design and build the project for the owner. We are a true one-stop-shop.

Accessing Grant Funding, Incentives and Financing

ICAST's ability to leverage funding is a cornerstone of its success in delivering impactful sustainable projects across multifamily affordable housing (MFAH) and disadvantaged communities. Our services include:

- ❖ **Assistance in Securing Competitive Funding:** ICAST has leveraged many funding sources to reduce the project costs for our MFAH clients and/or expanding the SoW, including:
 - U.S. Department of Treasury's Clean Energy Production and Investment Tax Credit
 - Home Efficiency Rebate Program Funding the U.S. DOE (to be released)
 - HUD's Green and Resilient Retrofit Program
 - HUD's Healthy Homes program
 - EPA's Solar for All Funding (to be released)
 - Low-income housing tax credits (LIHTC)
 - Community Reinvestment Act funding from banks for grants or low-cost financing

- ❖ **Access to Financing:** ICAST has its own community development financial institution as an affiliate, the Triple Bottom Line Foundation (TBL Fund). Through TBL Fund projects can access low cost capital for projects and energy financing financial products such as energy performance contracts and power purchase agreements.

Staff Rates

Staff Roles	Fully Loaded Hourly Rate
Customer Service Specialist	\$65
Financing Specialist	\$60
Solar and Storage Specialist	\$75
Energy Auditor	\$50
Construction Site Supervisor	\$48
Purchasing Specialist	\$46
Quality Control Inspector	\$47
Construction Project Manager	\$54
Construction Coordinator	\$48
Program Manager	\$65
Accountant	\$52
Grant Writer	\$60
Dir. of Customer Service	\$85
Dir. of Grant Programs	\$85

Exhibit A.2

City of ABQ - Summary

	Glorietta TP- IM	Manzano Vista OP-MM	Beach TP-IM	Santa Barbara OP- IM	Blue Water TP-IM	Tucsdon TP- IM	Candelaria TP-IM	Los Altos OP- MM	TOTAL
Unit Count	20	178	74	8	200	8	16	90	
Measure Description									
Smart Thermostat	yes	yes	n/a	n/a	yes	n/a	n/a	n/a	
Pipe Wrap for HPHW - R3	yes	yes	yes	yes	yes	yes	yes	yes	
Air Sealing, with min. 30% ACH gain	yes	yes	yes	yes	yes	yes	yes	yes	
Duct Sealing, if required	yes	yes	yes	yes	yes	yes	yes	yes	
Door Sweep	yes	yes	yes	yes	yes	yes	yes	yes	
Install Weatherstripping	yes	yes	yes	yes	yes	yes	yes	yes	
1.0 GPM Kitchen Aerator	yes	yes	yes	yes	yes	yes	yes	yes	
0.5 GPM Bathroom Aerator	yes	yes	yes	yes	yes	yes	yes	yes	
1.5 GPM Showerhead	yes	yes	yes	yes	yes	yes	yes	yes	
Install new Smoke Detector	yes	yes	yes	yes	yes	yes	yes	n/a	
Install new Carbon Monoxide Detector	yes	yes	yes	yes	yes	yes	yes	yes	
Install Bathroom Ventilation Fan, Variable Speed, with Motion Sensor and Timer	yes	yes	yes	yes	yes	yes	yes	yes	
In-Unit Bulb - LED: G24 A19, <10W	yes	yes	yes	yes	yes	yes	yes	n/a	
Install Heat Pump	yes	yes	n/a	yes	yes	n/a	n/a	n/a	
Install Heat Pump Hot Water Heater	yes	yes	yes	yes	yes	n/a	n/a	n/a	
Install 96% Efficient Furnace	n/a	n/a	n/a	n/a	n/a	yes	yes	n/a	
Induction Stoves	yes	yes	n/a	yes	yes	n/a	n/a	n/a	
Breaker Box	yes	n/a	n/a	yes	n/a	n/a	n/a	n/a	
Electrical Wiring	yes	n/a	n/a	yes	n/a	n/a	n/a	n/a	
Total Project Cost	\$423,715	\$2,529,529	\$520,487	\$164,845	\$2,769,149	\$25,995	\$52,005	\$173,965	\$6,659,690
Net Customer Cost	\$103,184	\$508,713	\$81,654	\$32,167	\$512,725	\$9,640	\$19,280	\$32,856	\$1,300,218
								As %	19.52%

**STATE OF NEW MEXICO,
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
PROFESSIONAL SERVICES AGREEMENT (AGREEMENT)**

THIS AGREEMENT (Agreement) is made and entered into by and between the State of New Mexico, Energy, Minerals and Natural Resources Department, (EMNRD) and the ICAST International Center for Appropriate and Sustainable Technology (Contractor), and is effective as of the date set forth below upon which it is executed by the General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

Contractor shall perform the following work: Assist the EMNRD, Energy Conservation and Management Division (ECMD) with management and implementation of Section 50122 for multifamily homes, Home Electrification and Appliance Rebates of the Inflation Reduction Act (HEAR), by providing the following for the implementation and management of HEAR for ECMD on a Task Order basis.

Contractor shall perform all services in the General Responsibilities as described below:

A. GENERAL RESPONSIBILITIES:

1. The Contractor shall be responsible for all efforts required to provide services in accordance with guidelines issued by the lead federal agency, such as the U.S. Department of Energy (DOE), and ECMD.
2. ECMD will provide technical assistance and overall project management through all phases of an identified project.
3. The Contractor shall be aware of and comply with local, state and federal regulatory requirements connected with the work.
4. The Contractor shall refer any media inquiries to ECMD.
5. The Contractor shall comply with the following implementation procedures:
 - i. ECMD shall identify proposed tasks for which services are necessary and assign work on an "as-needed" basis under Task Orders. While ECMD anticipates the need to assign several Task Orders during the term of the contracts, ECMD cannot and does not predict or guarantee the number or frequency of Task Order assignments that the Contractor may be asked to

complete. ECMD at its sole discretion shall determine what work is assigned to which Contractor.

- ii. ECMD shall define individual Task Orders to include: 1) the purpose of the proposed undertaking; 2) a summary of the regulatory framework and description of the undertaking; 3) background information on the task; and 4) ECMD's expectations for the Contractor's work products and a desired timeline for the delivery of those work products.
- iii. Upon assignment of a specific ECMD Task Order, the Contractor shall provide to ECMD a written narrative describing how the task order SOW will be met, a schedule describing time frames for completing the task order SOW, a budget detailing the cost to complete the task order SOW, equipment/vehicle usages, as well as the personnel, labor rates, and number of hours to be dedicated to the assignment, including any subcontractor. Personnel and subcontractor substitutions shall not occur without ECMD's written approval.
- iv. ECMD shall review the Contractor's Task Order response. The Contractor shall incorporate ECMD's review comments into a revised Task Order. Upon ECMD's acceptance of the revised Task Order, ECMD will issue a written notice to proceed with the Task Order.
- v. The Contractor shall provide ECMD Program with regular written Task Order status reports with each request for payment, explaining the status of the Project and including, at a minimum, the amount of work completed and the amount of work remaining.

B. IMPLEMENTATION AND MANAGEMENT SERVICES FOR THE HEAR PROGRAM:

The Contractor shall be responsible for the following to successfully implement the HEAR Program, including but not limited to:

- ii. Using up to 20% of funds for planning, administration, and technical assistance, but not exceeding 20%. Contractor shall use the remainder of at least 80% of the total program funds to provide multi-family households with rebates for energy efficiency upgrades.
- ii. **Pre-Launch Eligibility Assessments**
 - a) conduct a utility bill risk assessment before the project begins to determine the risk of rising utility bills for multifamily homes as directed by ECMD;
 - b) assist ECMD in determining if a multifamily building is eligible for the program under DOE approval guidelines for the appropriate

Area Median Income (AMI) levels (50% of households below 80% and 150% AMI or as directed by ECMD) to determine income eligibility;

- c) develop marketing and education materials for homeowners, tenants, retailers, and HVAC contractors;
- d) coordinate with community organizations to promote program awareness and participation;
- e) conduct on-site assessments (including common areas) of eligible multifamily buildings to determine project feasibility and identify potential electrification upgrades;
- f) obtain owner authorization for the following projects that may include but are not limited to the following:
 - electric heat pump for space heating and cooling;
 - electric heat pump water heater;
 - insulation and ventilation;
 - electric heat pump clothes dryer or a stove/cooktop/oven,
 - electric load service center; and
 - electric wiring; and

iii. Development, Implementation and Management of HEAR Program for Multifamily Housing

- a) implement the Department of Energy (DOE) approved HEAR program using all tools developed by DOE and supporting entities such as the National Renewable Energy Laboratory (NREL) and the Pacific Northwest National Laboratory (PNNL), or as recommended by ECMD;
- b) follow the DOE's Environmental Justice (EJ40) requirements;
- c) assist ECMD with data gathering, DOE reporting and analysis;
- d) adhere to EMNRD's existing data protection plan as provided by ECMD;
- e) work with building owners to develop projects that maximize eligible upgrades within program guidelines;
- f) provide a consumer protection plan that includes customer service, installation of equipment according to installation requirements and specifications reasonable charges for installation; and warranties for equipment installed;
- g) provide ongoing support and communication throughout the rebate application and approval process;
- h) if rebates are requested by renters, obtain written permission from building owner (or another entity authorized to act on behalf of the building owner) prior to commencing work for the following:
 - electric heat pump for space heating and cooling;
 - electric heat pump water heater;
 - insulation;
 - electric load service center;

- electric wiring; and
 - mechanical ventilation.
 - i) ensure that Energy Star equipment is installed correctly and to specification;
 - j) track rebates using DOE systems;
 - k) track rebates paid so no unit receives rebates in excess of the statutory maximum rebate amount; and
 - l) quality control of applications.
- iv. **Training and Managing HVAC and Installation Contractors for the HEAR Program**
 - a) develop a list of licensed contractors.
 - b) train and certify installation contractors;
 - c) coordinate with licensed contractors for the installation and upgrades according to industry standard and building codes;
 - d) manage contractors;
 - e) review contractor invoices and work with contractors to reduce costs of projects;
 - f) implement incentives for contractors;
 - g) provide technical assistance for homeowners, ECMD, and DOE as needed; and
 - h) work with retailers to implement coupon development and delivery procedures. Remit payment to contractors and vendors for used rebate coupons.
- v. **Conduct Monitoring and Post-Implementation Assessments**
 - a) conduct assessments to address deficiencies to achieve continuous improvement;
 - b) coordinate with utilities to obtain energy consumption data;
 - c) integrate IRA program with other utility, state, or non-duplicating federal benefit programs;
 - d) data sharing to help track market transformation; and
 - e) conduct customer satisfaction surveys to request feedback and satisfaction as requested by ECMD.

C. DELIVERABLES:

Deliverables shall include technical reports resulting from data gathered, outreach materials, project feasibility assessments, financial reports, maps in CADD or ArcGIS format, presentations. Deliverables must be delivered in native format (.pub, .doc, .dwg, etc.).

2. Compensation.

A. Total compensation under this agreement shall not exceed nine million, seven-hundred fifteen thousand, four hundred ten dollars and twenty-seven cents (\$9,715,410.27). This amount is an aggregate maximum, representing the total to be paid as compensation to the Contractor subject to the limitations specified below, with the remainder amount paid for multifamily household energy efficiency rebates. EMNRD shall pay to Contractor in full payment for services, as set forth in individual approved Task Orders, satisfactorily performed and rendered at the rates specified in Attachment A, none of which shall exceed \$115.60 + Negotiated Indirect Cost Rate Agreement (NICRA) per hour, such compensation not to exceed nine-hundred thousand, eight-hundred and sixteen dollars and twenty-seven cents (\$966,816.27), which amount includes travel and New Mexico gross receipts taxes, pursuant to Paragraphs C and D of this Compensation Section. EMNRD may set invoice schedule(s) in the Task Orders. EMNRD may set invoices schedule(s) in the Task Orders. The parties do not intend for Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying EMNRD when the services provided under this agreement reach the total compensation amount. In no event will Contractor be paid for services provided exceeding the total compensation amount without this agreement being amended in writing prior to those services exceeding the total compensation amount being provided.

B. Payment in FY25, FY26, FY27, and FY28 is subject to availability of funds pursuant to Section 5, Appropriations, set forth below and to any negotiations between the parties from year to year pursuant to Section 1, Scope of Work, and to approval by GSD/SPD. EMNRD must receive all invoices no later than 15 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

D. Contractor is responsible for paying New Mexico Gross Receipts taxes levied on amounts payable under this Agreement.

E. Contractor must submit detailed invoices accounting for all services performed, and expenses incurred. Invoices evidencing the propriety of each claim for payment must be supported by approved purchase order. Contractor shall also provide documentation of hours expended on the services provided. If EMNRD finds the invoice services, or expenses are not acceptable, within 30 days of receipt of written notice from Contractor that payment is requested for services received, EMNRD shall provide Contractor a letter of exception explaining the defect or objection to the invoice, services, or expenses, and outlining steps Contractor may take to provide remedial

action. Upon certification by EMNRD that the invoice, services, or expenses have been received and accepted, EMNRD shall tender payment to Contractor within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, EMNRD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE GSD/SPD Contracts Review Bureau. This Agreement shall terminate four years from date of Contracts Review Bureau approval, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, Section 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, Section 13-1-150.

4. Termination.

A. EMNRD.

1) EMNRD may terminate this Agreement for convenience or cause by giving written notice to Contractor at least 30 days prior to the intended date of termination, except that EMNRD may terminate this Agreement immediately by giving written notice to Contractor if (i) Contractor becomes unable to perform the services contracted for as determined in the sole discretion of EMNRD; (ii) during the term of this Agreement, Contractor is suspended or debarred by the State Purchasing Agent; (iii) this Agreement is terminated pursuant to Section 5, Appropriation, of this Agreement; or (iv) this Agreement is terminated pursuant to Section 12, Conflict of Interest; Governmental Conduct Act.

2) Except as otherwise expressly allowed or provided by this Agreement, EMNRD's sole liability upon termination shall be to pay for acceptable work performed prior to Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. This provision is not exclusive and does not waive EMNRD's other legal rights and remedies caused by Contractor's default/breach of this Agreement.

B. Contractor.

1) Contractor may terminate this Agreement only based upon EMNRD's uncured, material breach of this Agreement.

2) Contractor shall give EMNRD written notice of termination at least 30 days prior to the intended date of termination, which notice shall (i) identify EMNRD's alleged material breaches of this Agreement upon which the termination is based and (ii) state

what EMNRD must do to cure such material breaches. Contractor's notice of termination shall only be effective if (i) EMNRD does not cure all material breaches within the 30-day notice period or (ii) in the case of material breaches that cannot be cured within 30 days, EMNRD does not, within the 30-day notice period, notify Contractor of EMNRD's intent to cure and begin with due diligence to cure the material breach.

C. Termination Management. Immediately upon receipt by either EMNRD or Contractor of notice of termination of this Agreement, Contractor shall:

- 1) not incur any further obligations for salaries, services, or any other expenditure of funds under this Agreement without EMNRD's written approval;
- 2) comply with all directives EMNRD issues in the notice of termination as to the performance of work under this Agreement; and
- 3) take such action as EMNRD directs for the protection, preservation, retention, or transfer of all property titled to EMNRD and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by Contractor with contract funds shall become property of EMNRD upon termination and shall be submitted to EMNRD as soon as practicable. Otherwise, all property procured under this Agreement shall be used and disposed of in accordance with DOE's regulations.
- 4) Contractor shall submit an invoice for work performed prior to Contractor's receipt or issuance of a notice of termination no later than 30 days after receiving or sending a notice of termination.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and DOE for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature and DOE, this Agreement shall terminate immediately upon written notice being given by EMNRD to the Contractor. EMNRD's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If EMNRD proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within 30 days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its subcontractors and employees are independent contractors performing professional services for EMNRD and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits

afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor has no authority to bind and shall not bind the State of New Mexico unless expressly authorized in writing by the State of New Mexico, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without EMNRD's prior written approval.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of EMNRD. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

A. Contractor shall comply with 2 C.F.R. 200.318 through 200.326 for procurement of services or property conducted pursuant to this Agreement.

B. Contractor is required to provide EMNRD with evidence of competitive procurement for any subcontract, including records of advertisement of bid, proposals received, and methods to select each subcontractor.

C. Any subcontract agreement shall include all provisions necessary to allow Contractor to meet its obligations and requirements under this Agreement and all provisions required by law.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to EMNRD no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that Contractor presently has no interest and, during this Agreement's term, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through 10-16-18. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, Section 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by EMNRD and participating directly or indirectly in EMNRD's contracting process;

2) this Agreement complies with NMSA 1978, Section 10-16-9(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State of New Mexico (State); (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, Section 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, Section 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or

employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in EMNRD's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, Section 10-16-9(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, Section 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, Section 10-16-3(D), the Contractor has not contributed, and during this Agreement's term shall not contribute, anything of value to a public officer or employee of EMNRD.

C. Contractor's representations and warranties in Paragraphs A and B of this Section 12 are material representations of fact upon which EMNRD relied when entering into this Agreement. Contractor shall provide immediate written notice to EMNRD if, at any time during this Agreement's term, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Section 12 were erroneous on this Agreement's effective date or have become erroneous by reason of new or changed circumstances occurring after this Agreement's effective date, in addition to other remedies available to EMNRD and notwithstanding anything in this Agreement to the contrary, EMNRD may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Section 12.

13. Amendment.

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. Merger.

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written

Agreement. No prior Agreement, covenant, or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for Violation of Law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Records and Financial Audit.

The Contractor shall maintain time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of six years from the date of final payment under this Agreement. EMNRD shall have the right to audit time and expenditure records both before and after payment, and Contractor agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors. Payment under this Agreement shall not foreclose EMNRD's right to recover excessive or illegal payments. In EMNRD's, GSD/SPD's, State Auditor's, or DOE's sole discretion, the periods of inspection and audit may be extended for records which relate to litigation or settlement of claims arising out of performance of this Agreement and costs and expenses of this Agreement for which exception is under consideration by DOE or any

authorized representative) and shall continue until all potential litigation, appeals, claims, or exceptions have expired or been resolved.

19. Indemnification.

The Contractor shall defend, indemnify and hold harmless EMNRD, its officers, employees, agents, and representatives, and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, including any action, proceeding, claim, demand, cost, damage, attorney's fee, or other liability or expense caused by the negligent act or failure to act of the Contractor or its officers, employees, servants, subcontractors, consultants, or agents, or caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor, Contractor's officers, agents, employees, servants, consultants, or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, , proceeding, claim, demand, cost, damage, attorney's fee or any other liability or expense which may arise out of the performance of this Agreement is brought against the Contractor or its officers, employees, servants, subcontractors, consultants, or agents, the Contractor shall, as soon as practicable but no later than two days after it receives notice thereof, notify EMNRD's legal counsel of and the Risk Management Division of the New Mexico General Services Department by certified mail. Nothing in this Agreement shall be deemed to be a waiver by the State of New Mexico of the provisions of the Tort Claims Act, NMSA 1978, Sections 41-4-1 *et seq.*

20. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have:

1. accepted health insurance;
2. declined health insurance due to other health insurance coverage already in place; or
3. declined health insurance for other reasons.

These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.

21. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

22. Enforcement of Agreement.

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

23. Notices.

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

To EMNRD:

Clean Energy Program Manager
EMNRD, ECMD
1220 South St. Francis Drive
Santa Fe, NM 87507

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

To Contractor:

Ryan Kristoff
VP of Grants Programs
ICAST International Center for Appropriate and Sustainable Technology
7400 W 14th Ave #101,
Lakewood, CO 80214

To Risk Management Division:

Risk Management Division
General Services Department
P.O. Drawer 26100
Santa Fe, NM 87502-0110

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on Contractor's behalf represents and warrants that such individual has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding Agreement.

25. Acknowledgement.

Contractor shall acknowledge EMNRD and DOE as co-sponsors and funding sources in all news releases, programs, proceedings, and related publicity/publications for the Project.

26. Attorneys' Fees and Costs.

Contractor agrees that if Contractor is found by a court of competent jurisdiction to have breached this Agreement, or any amendment hereto, or to have committed any tortious act relating to this Agreement, EMNRD shall be entitled to recover from Contractor reasonable attorneys' fees and costs for pre-litigation research, investigation, and preparation, litigation brought to obtain such judicial determination, any appeal of such determination, and to collect any judgment.

27. Minimum Wage Rate.

If applicable, Contractor shall comply with minimum wage rates as established by the New Mexico Department of Workforce Solutions, Labor Relations Division, and with all other applicable requirements of that department, including posting of the wage rates in a prominent location on the site of hiring for and performance of this Agreement.

28. Compliance with Funding Source Conditions.

Contractor shall comply with all applicable state and federal statutes and rules or regulations imposed as a consequence of funding pursuant to this Agreement. Contractor is responsible for obtaining a copy of any federal funding award that provides funding for this Agreement.

Contractor shall also comply with the following clauses in the performance of this Agreement:

A. Compliance with use of Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) - Contractor shall take affirmative steps to assure that MBEs and WBEs are used when possible as sources of supplies and services. The affirmative steps shall include the following:

- 1) including qualified MBEs/WBEs on solicitation lists;
- 2) assuring that MBEs/WBEs are solicited once they are identified;
- 3) when economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum MBE/WBE participation;
- 4) where feasible, establishing delivery schedules which will encourage MBE/WBE participation;
- 5) encouraging use of the services of the U.S. Department of Commerce's Minority Business Development Agency and the U.S. Small Business Administration to identify MBEs/WBEs, as required; and
- 6) if any subcontracts are to be let, requiring the subcontractor to take the affirmative steps listed above.

B. Compliance with Trafficking Victims Protection Act of 2000 - Contractor, Contractor's employees, subcontractors, and subcontractors' employees shall not:

- 1) engage in severe forms of trafficking in persons during this Agreement's term;
- 2) procure a commercial sex act during this Agreement's term; or
- 3) use forced labor in the performance of this Agreement.

C. Compliance with NMSA 1978, Section 66-7-374, Texting While Driving - Contractor and Contractor's employees shall not read or view a text message or manually type on a handheld mobile communication device for any purpose while

driving a motor vehicle in connection with this Agreement, except to summon medical or other emergency help, or unless that device is an amateur radio and the driver holds a valid amateur radio operator license issued by the Federal Communications Commission.

D. In the event this Agreement is funded with federal monies, Contractor shall comply with 2 C.F.R. 200.318 through 200.326 for procurement conducted pursuant to this Agreement.

E. In the event this Agreement is funded with federal monies and Contractor wishes to enter into an agreement with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under this Agreement, Contractor shall comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by DOE.

F. Contractor shall not award subcontracts to parties listed on the government-wide exclusions in the federal System for Award Management (SAM), in accordance with OMB guidelines that implement federal Executive Orders 12549 (3 C.F.R. part 1986, Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regularity authority other than Executive Order 12549.

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

H. If this Agreement is valued at more than \$150,000, Contractor shall comply with all applicable standards orders or requirements issued under the federal Clean Air Act (42 U.S.C. § 7401 *et seq.*); Clean Water Act (33 U.S.C. § 1251 *et seq.*); Executive Order 11738 (Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans); and U.S. Environmental Protection Agency (EPA) regulations.

29. Insurance.

A. Contractor certifies that, by signing this Agreement, it will establish and maintain during this Agreement's term, the following policy or policies of insurance providing:

1) Workers' Compensation protection that complies with the requirements of the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 *et seq.*, if applicable. Employer's liability: \$100,000.00. If Contractor fails to comply with the Workers'

Compensation Act and applicable rules when required to do so, EMNRD may terminate this Agreement.

2) Comprehensive general liability protection (including endorsements providing broad form property damage, personal injury coverage, and contractual assumption of liability for all liability Contractor has assumed under this Agreement or any amendment thereto), pursuant to NMSA 1978, Section 41-4-19, as may be amended from time to time. Limits shall not be less than the following:

- a. bodily injury: \$1,000,000.00 per person/\$1,000,000.00 per occurrence;
- b. property damage or combined single limit coverage: \$1,000,000.00;
- c. automobile liability (including non-owned automobile coverage): \$1,000,000.00; and
- d. umbrella: \$1,000,000.00.

Such policy or policies shall name the State of New Mexico and EMNRD as additional insured and shall specifically state the coverage provide under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

3) Comprehensive performance liability protection covering contractual liability that may arise under this Agreement and any amendment hereto. Such policy or policies shall name the State of New Mexico and EMNRD as additional insured and shall specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

B. Contractor shall provide EMNRD with a copy of the insurance certificate no later than 10 days after this Agreement's effective date. At EMNRD's request, Contractor shall also provide EMNRD with a copy of the insurance policy, or relevant portions thereof. Contractor shall notify EMNRD 30 days before cancellation or expiration of any required Workers' Compensation coverage, comprehensive general liability protection or comprehensive performance protection.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the GSD/SPD Contracts Review Bureau below.

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

By: 
Cabinet Secretary or Designee

Date: 8/9/24

By: 
Legal Counsel - Certifying legal sufficiency

Date: 8/7/24

By: 
Chief Financial Officer

Date: 8/7/24

INTERNATIONAL CENTER FOR APPROPRIATE AND SUSTAINABLE TECHNOLOGY

Signed by:
By: Ravi Malhotra
Authorized Representative Signature

Date: 8/6/2024

Ravi Malhotra PRESIDENT
Printed Name and Title

This Agreement has been approved by the GSD/SPD Contracts Review Bureau

By: 
GSD/SPD Contracts Review Bureau

Date: 8/20/2024

The records of the Taxation and Revenue Department reflect Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

**STATE OF NEW MEXICO
TAXATION AND REVENUE
DEPARTMENT**

I.D. No.: 03-276190-00-2
(must be 11 digits long)

By: Arie Taylor Digitally signed by Arie Taylor
Date: 2024.07.23 14:43:42 -06'00'

Date: _____

Taxation and Revenue is only verifying the registration of GRT account and will not confirm or deny taxability statements contained in this contract.

Taxation and Revenue is only verifying the registration and will not confirm or deny tax liability statements contained in this contract.

ATTACHMENT A

ICAST'S HOURLY RATE

Staff Roles/Titles	Maximum Hourly Rate*			
	Year 1	Year 2	Year 3	Year 4
Outreach Management	\$39.42	\$40.61	\$41.82	\$43.08
Sales Management	\$105.79	\$108.96	\$112.23	\$115.60
Engineering Management	\$105.79	\$108.96	\$112.23	\$115.60
Construction Management	\$105.79	\$108.96	\$112.23	\$115.60
Quality Management	\$105.79	\$108.96	\$112.23	\$115.60
Accounting Management	\$100.96	\$103.99	\$107.11	\$110.32
HR Management	\$39.12	\$40.29	\$41.50	\$42.75
Information Technology Management	\$72.12	\$74.28	\$76.51	\$78.81
Grants Management	\$105.77	\$108.94	\$112.21	\$115.57
Customer Service Specialist	\$40.87	\$42.09	\$43.35	\$44.65
Energy Efficiency Engineer	\$37.85	\$38.99	\$40.16	\$41.36
Energy Auditor	\$38.46	\$39.61	\$40.80	\$42.03
Construction Site Supervisor	\$28.52	\$29.38	\$30.26	\$31.16
Purchasing Specialist	\$32.97	\$33.96	\$34.98	\$36.03
Quality Control Inspector	\$31.25	\$32.19	\$33.15	\$34.15
Construction Project Manager	\$36.06	\$37.14	\$38.26	\$39.40
Construction Coordinator	\$27.30	\$28.12	\$28.96	\$29.83
Program Manager	\$38.46	\$39.61	\$40.80	\$42.03
Program Supervisor	\$32.31	\$33.28	\$34.28	\$35.31

* The hourly rate does not include fringe and indirect costs, which will be governed by ICAST's NICRA agreement with DOE and is currently at 27% for fringe and 20% for indirect.