

CITY OF SOCORRO
REQUEST FOR PROPOSALS

City of Socorro Community Energy Efficiency Development Program
RFP NO. 070126



City of Socorro
111 School of Mines Rd.
Socorro, New Mexico 87801

ISSUE DATE: June 11, 2026

DUE DATE: July 1, 2026

Community Energy Efficiency Program

City of Socorro, New Mexico

The City of Socorro seeks proposals for two (2) qualified contractors to implement a Community Energy Efficiency Program funded through the New Mexico Community Energy Efficiency Development (CEED) Block Grant Program (HB 37). The selected contractors will be responsible for carrying out residential energy efficiency improvements and associated services in underserved communities within the City of Socorro, in accordance with Governmental Services Agreement (GSA No. 26-521-0300-0202) with the New Mexico Energy, Minerals and Natural Resources Department (EMNRD) and relevant provisions of the CEED Act.

1. Purpose

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from qualified contractors experienced in residential energy efficiency services, weatherization, energy audits, and related construction services to assist the City of Socorro in implementing a community-based energy efficiency program for low-income and underserved households. **Appendix A**

The program is intended to:

- Reduce household energy costs;
 - Improve residential energy efficiency;
 - Enhance occupant comfort and safety;
 - Support sustainability and energy conservation efforts; and
 - Provide equitable access to energy efficiency services within underserved communities.
-

2. Scope of Services

The selected contractor(s) shall provide all labor, supervision, materials, equipment, transportation, permits, and related services necessary to complete eligible residential energy efficiency improvements. Services may include, but are not limited to:

A. Energy Assessments

- Conduct residential energy audits and assessments;
- Identify cost-effective energy efficiency measures;
- Document existing conditions and recommended improvements.

B. Energy Efficiency Improvements

Eligible improvements may include:

- Insulation installation;
- Air sealing and weatherization;
- HVAC efficiency upgrades;
- Duct sealing and repair;
- Window and door improvements;
- LED lighting upgrades;
- Water heating efficiency improvements;
- Minor health and safety measures associated with energy improvements.

C. Program Administration Support

- Assist with homeowner eligibility verification;
- Maintain project records and documentation;
- Coordinate scheduling and resident communications;
- Submit progress reports and invoicing documentation;
- Ensure compliance with all applicable CEED and EMNRD requirements.

D. Compliance Requirements

Contractors shall comply with:

- CEED Act requirements;
- EMNRD grant requirements;
- Applicable federal, state, and local laws;
- OSHA safety standards;
- New Mexico licensing requirements;
- Equal Opportunity and nondiscrimination requirements.

3. Contractor Qualifications

Proposers shall demonstrate:

- Experience with residential energy efficiency or weatherization programs;
- Appropriate New Mexico contractor licenses;
- Experience working with low-income or underserved communities;
- Ability to manage multiple residential projects;
- Adequate staffing and project management capabilities;
- Proof of insurance and bonding requirements;
- Familiarity with grant-funded projects and reporting requirements.

Preference may be given to contractors with prior experience administering CEED, weatherization assistance, or similar public energy efficiency programs.

4. Proposal Requirements

Proposals shall include the following:

1. Cover Letter
Signed by an authorized representative.
2. Company Qualifications and Experience
Include relevant experience, licenses, certifications, and references.
3. Project Approach
Describe how services will be delivered, including scheduling, staffing, quality control, and customer communication.
4. Proposed Timeline
Include anticipated project schedule and completion milestones.
5. Cost Proposal
Include detailed pricing, rates, and any proposed administrative costs.
6. Proof of Insurance and Licensing

7. References
Provide at least three (3) references for similar projects completed within the last five years.
8. Completed Campaign Contribution Disclosure Form (Appendix B)
9. Resident Contractor Certificate <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx> or Veteran's Preference Form (Appendix C)

Please include 5 copies of your proposal.

5. Evaluation Scoring

The City of Socoro will evaluate responsive proposals and assign a numerical score in each category, not to exceed the maximum allowed score for that category, as determined through the Offeror's attention to the factor detailed in the following sections. The amount of discussion to be applied to each listed topic is an individual choice of the Offeror; however, discussion should be detailed enough to inform and educate the Evaluation Committee Members.

Proposals will be scored based upon a comparison of the information submitted by each Offeror against the evaluation factors outlined below. Each Evaluation Factor is assigned the following points:

No.	Evaluation Criteria	Scoring Method	Points
1.	Organization and Community Experience	Points Based	250
2.	Professional Competence and Project Related Experience	Points Based	400
3.	Capacity and Capability	Points Based	250
4.	Pricing	Points Based	100
	Total		1000
	PREFERENCES If a proposal contains an In-State Resident Business Certificate or Resident Veterans Business Certificate, the applicable preference will be applied.		
5.	Proposal contains a valid N.M. Resident Business Certificate	Additional Points	50
	OR		
7.	Proposal contains a valid Resident Veteran Business Certificate	Additional Points	100

The City reserves the right to interview proposers prior to award.

6. Submission Requirements

All sealed proposals must be clearly marked “**RFP070126**” in the lower left corner of the envelope or in the e-mail subject line. The proposer shall assume full responsibility for the timely delivery of the bid.

Mailed or hand-delivered bids shall be addressed to:

City of Socorro
Leopoldo (Polo) Pineda, Jr.
City Clerk/Chief Procurement Officer
Post Office Drawer K
Socorro, New Mexico 87801

Electronically submitted bids shall be addressed to: ppineda@socorronm.gov

7. Reservation of Rights

The City of Socorro reserves the right to:

- Reject any or all proposals;
 - Waive technical irregularities;
 - Request clarification of proposal information;
 - Negotiate with selected proposers; and
 - Award contracts in the best interest of the City.
-

8. Contract Term

The anticipated contract term shall begin upon approval by the City and execution of a professional services agreement and shall remain in effect through completion of the project and grant requirements.

9. Contact Information

All questions regarding this RFP shall be directed to:

Leopoldo (Polo) Pineda, Jr.

Chief Procurement Officer

City of Socorro

Phone: (575) 835-0240

E-mail: ppineda@socorronm.gov

Questions associated to the Statement of Work shall be directed to:

Mariah Jaramillo

Delinquency Clerk

City of Socorro

Phone: (575) 838-7520

E-mail: mjaramillo@socorronm.gov

APPENDIX A

SHARE No.26-521-0300-0202
City of Socorro

**STATE OF NEW MEXICO,
GOVERNMENTAL SERVICES AGREEMENT
BETWEEN THE
STATE OF NEW MEXICO,
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
AND
CITY OF SOCORRO**

THIS GOVERNMENTAL SERVICES AGREEMENT (Agreement) is made and entered into by and between the State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD) and City of Socorro (Entity).

THE PARTIES MUTUALLY AGREE:

1. Scope of Work: Entity shall:

A. Plan, manage and implement a Community Energy Efficiency Development (CEED) Program Project (Project) in accordance with the New Mexico Community Energy Efficiency Development Block Grant Act and the application materials approved by the EMNRD Energy Conservation and Management Division (ECAM) attached hereto and incorporated by reference as Attachment 1.

B. Provide targeted energy efficiency and conservation improvements to residential housing units for underserved communities in New Mexico. The geographic location of the households served will be within the City of Socorro. The Entity shall effectuate the goals of the CEED Program for residential buildings in underserved communities, including reducing energy consumption; reducing energy-related operating costs; reducing the carbon intensity of energy consumption; or a combination thereof.

C. Implement Energy Conservation Measure (ECM) improvements outlined in Attachment 2 hereto. The ECM improvements shall not cause an energy bill or cost increase in relation to the total cost a household spends on utilities.

1. Entity shall obtain the approval of ECAM for the installation of ECM improvements or appliances not specified in Attachment 2.

2. Entity is required to document all measure installations and any potential Health and Safety (H&S) findings. ECAM recognizes it may not be possible to catalog all potential H&S issues. Should H&S concerns not enumerated in Attachment 2 be identified, it is the Entity's responsibility to notify ECAM of the problem and obtain directions from ECAM on how to proceed before any work commences. Failure to adhere to this requirement may result in disallowed costs for the Entity and potential liability for any subcontractor.

3. The maximum average allowable ECM improvement cost per residential housing unit is \$25,000.00, but Entity may seek ECAM approval for variances to the maximum average allowable per-unit cost.

D. Entity shall adhere to the following program administration requirements:

1. Section 19.1.10.12 (D), NMAC to determine participant household eligibility. Certification verification process will require ECAM review prior to program commencement.

2. Procure, as applicable, services from community partner(s) and service providers(s) with experience in the geographic area(s) in which the project will take place. Entity shall give priority to service provider(s) with a commitment to employ apprentices from a registered apprenticeship program that promotes diversity or to provide paid internships to person(s) from the identified underserved community.

3. Collect and report data on, but not limited to, project performance, energy savings, and non-energy benefits resulting from project energy efficiency, conservation, and retrofit measures.

4. Prepare, review, certify, and submit the reports as outlined below, in the form and content specified by ECAM:

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

5. The Entity shall review all invoices for reimbursement from subcontractors and verify that claimed expenditures are allowable costs. The Entity shall maintain documentation adequate to support all claimed costs reported for federal reimbursement or Entity share.

6. To the greatest extent practicable, Entity should take advantage of available New Mexico state and federal rebates and tax incentives, including the DOE Home Energy Rebates programs: Home Electrification and Appliance Rebates (HEAR), Home Efficiency Rebates (HER).

7. Entity may apply for variances pursuant to Section 19.1.10.20 NMAC. Should the Entity elect to undertake activities or change locations prior to written authorization from ECAM, the Entity does so at risk of not receiving funding.

8. Outreach/marketing activities must be directly related to the CEED Program and educational activities must be targeted and specific to the residential unit or building.

9. Training and Certifications costs must apply directly to CEED Program activities. Staff time spent on CEED Program projects should be accounted for accurately, with costs claimed being the costs incurred.

10. Entity shall also comply with requirements specified in Attachment 3, Special Terms and Conditions.

11. Prepare, review, certify, and submit reimbursement requests as outlined below, in the form and content specified by ECAM.

12. Entity shall also provide brief written progress reports to EMNRD .

2. Compensation:

A. EMNRD shall pay Entity for services satisfactorily performed pursuant to the Scope of Work and as specified below. This amount shall not exceed one million, three hundred and forty-nine dollars (\$1,000,349.00), including New Mexico governmental gross receipts taxes, and any travel, if necessary, pursuant to Paragraphs B and C of this Compensation Section. EMNRD shall make payment upon the satisfactory and timely completion of the work described in the Scope of Work and for no more than the maximum amount set forth below for each deliverable:

Deliverable	Maximum Amount Not to Exceed	Invoice Due Date
Submit reimbursement requests for Administrative Costs related to the planning, management and implementation of the CEED Program Project.	\$150,052.35	20th day of each month for costs incurred during the previous month
Submit reimbursement requests for costs related to retrofit work and ECM improvements to	\$850,296.65	20th day of each month for costs incurred during the previous month

residential housing units within City of Socorro .		
---	--	--

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

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

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

D. Entity must submit detailed invoices accounting for all services performed, and expenses incurred. Invoices evidencing the propriety of each claim for payment must be supported by approved purchase order. When compensation is based on hourly rates, Entity shall also provide documentation of hours expended on the services provided. If EMNRD finds that the invoice services, or expenses are not acceptable, within 30 days of receipt of written notice from Entity that payment is requested for services received, EMNRD shall provide Entity a letter of exception explaining the defect or objection to the invoice, services, or expenses, and outlining steps Entity may take to provide remedial action. Upon certification by EMNRD that the invoice, services, or expenses have been received and accepted, EMNRD shall tender payment to Entity within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, EMNRD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term: This Agreement becomes effective when executed by an authorized representative of Entity and of EMNRD and when DFA encumbers funds for this Agreement. It shall terminate on December 31, 2027 unless earlier terminated pursuant to Section 4, Termination, or Section 5, Appropriations, below.

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

5. Appropriations: This Agreement's terms are contingent upon the New Mexico State Legislature] granting sufficient appropriation and authorization. If sufficient appropriation or authorization is not granted, EMNRD may terminate this Agreement, or in the alternative suspend performance pending approval of sufficient appropriation or authorization, upon written

notice from EMNRD to Entity. EMNRD's decision as to whether sufficient appropriations are available shall be at its sole and absolute discretion and shall be final, binding, and accepted by Entity.

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

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

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

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

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

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

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

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

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

13. **Amendment:** This Agreement shall not be altered, changed, or amended except

by written instrument executed and approved by the parties hereto.

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

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

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

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

18. **Records and Audit:**

A. Entity shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them until six years after the termination date specified in Section 3, Term. These records shall be maintained and available within the State of New Mexico. During this time, such records shall be subject to inspection by EMNRD, DFA, and the State Auditor]. Entity further agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors. EMNRD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose EMNRD's right to recover excessive or illegal payments. 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 or any authorized representative and shall continue until all potential litigation, appeals, claims, or exceptions have expired or been resolved.

B. If Entity receives \$1,000,000 or more in federal funding from all sources in the aggregate in a fiscal year, Entity's financial records involving services and procurement under this Agreement shall be audited annually pursuant to all federal, state, and local government audit requirements, and in accordance with the Single Audit Act Amendments of 1996, 2 C.F.R. 200, Subpart F – Audit Requirements. Entities who do not meet the \$1,000,000 audit threshold (Tier 7), must complete the State of New Mexico – Office of the State Auditor Certification Form

for Tier 1 and Tier 2, or the Office of the State Auditor Agreed Upon Procedures (Tiers 3-6) in accordance with the Audit Act, NMSA 1978, Sections 12-6-1 through 12-6-14, and 2.2.2.16 NMAC, Annual Financial Procedures Required for Local Public Bodies with Annual Revenues Less than Five Hundred Thousand Dollars. To comply with state audit requirements, Entities shall have one of the above-mentioned Forms or Agreed Upon Procedures on file with the Office of the State Auditor. Entity shall provide EMNRD with a copy of the independent financial audit, either in hard copy format or electronically, no more than 45 days after the audit's completion for each fiscal year this Agreement is in effect.

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

20. **Procurement, Utilization, and Disposition of Property:** Entity shall report acquisition of any capital property (property with an expected life of at least one year) to EMNRD within one month following the acquisition. If upon termination of this Agreement Entity has any property in its possession belonging to EMNRD, Entity shall account for the property and dispose of it as EMNRD directs.

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

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

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

To EMNRD:

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

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

To the Entity:

Ruby Lopez
111 School of Mines Rd
Socorro, NM 87801

To Risk Management Division:

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

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

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

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

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

A. Entity shall comply with all applicable state and federal statutes, regulations, or rules, including without limitation those imposed as a consequence of funding pursuant to this Agreement.

B. In the event this Agreement is funded with federal monies, Contractor shall comply with 2 C.F.R. 200.318 through 200.327 for procurement conducted pursuant to this Agreement.

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

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

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

[this space intentionally left blank]

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

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

By:  Date: 3/11/26
Cabinet Secretary or Designee

CITY OF SOCORRO

By:  Date: 3/11/2026
Authorized Representative Signature

Ravi Bhasker, Mayor
Printed Name and Title

ATTACHMENT 1: Application Materials

CEED Program	Approved Application – City of Socorro
Applicant Entity Legal Name:	City of Socorro
Type of Applicant Entity:	Municipal government
Entity Employer Identification Number (EIN):	856000175
Entity Address:	111 School of Mines Road
Name of person (employee of Entity) who is authorized to contractually obligate on behalf of this Application:	Ruby Lopez
Title:	Finance Director
Department Name	Finance City Hall
Email:	rlopez@socorronm.gov
Phone number:	(575) 838-7518
Name of person who is authorized by the entity to clarify/respond to queries regarding this application:	Ruby Lopez
Title:	Finance Director
Organizational Affiliation:	City of Socorro Municipality
Email:	rlopez@socorronm.gov
Phone number:	(575) 838-7518
Project type entity is applying for: (Type 1 Projects are open to Indian nations, tribes, or pueblos; county/municipal governments; and the MFA. Type 2 Projects are reserved for the MFA.)	Type 1
Title of Applicant's project:	Energy Efficiency Improvements
One sentence description of the project:	This project focuses on energy efficiency improvements designed to reduce energy consumption for low-income residents in Socorro.
Proposed Project duration (Grant awards will have a three-year maximum duration):	The proposed project will be completed within three years or until the allocated funding is depleted, whichever comes first.
Total funding request	\$1,000,349.00
Does the proposed project target the adoption of energy-efficient consumer behavior, equipment, or devices resulting in a decrease in energy consumption without reducing the amount or quality of energy services?	Yes
Does the project target (Check all that apply):	Energy-efficient equipment

	<p>Energy-efficient devices Equipment or electrification upgrades</p>
<p>Which of the following CEED Program goals does the proposed project serve? (Check all that apply):</p>	<p>Reduce energy consumption Reduce energy-related operating costs</p>
<p>Select the participant household eligibility process that will be used. (As outlined in 19.1.10.12 (D) NMAC, www.srca.nm.gov/partsltitle 19/19.001.0010.htm/l. Check all that apply):</p>	<p>Proof person(s) within the household participates in an income verified governmental assistance program within five years of household application (ex: federal or state disability assistance; SNAP food benefits; TANF temporary assistance benefits; Medicaid or children's health insurance program benefits; etc.)</p> <p>Affordable housing verification by proof of low-income housing benefits or by mortgage or rental agreement</p>
<p>[Type 1 Projects only] Describe how the Applicant will certify the participant eligibility prior to the commencement of work:</p>	<p>Prior to commencing work, the applicant will verify that each household meets the program's eligibility criteria. This process will include: Income Verification – Collecting documentation such as recent pay stubs, tax returns, or benefit award letters to ensure the household falls within the designated low-income thresholds. Residency Confirmation – Requiring proof of residence within the City of Socorro, such as a utility bill, lease agreement, or government-issued ID. Energy Burden Assessment – Reviewing utility bills to confirm that the household experiences a high energy burden, consistent with program priorities. Documentation and Recordkeeping – Maintaining copies of all eligibility documentation in a secure file system to ensure transparency and compliance with funding requirements. Only after all eligibility criteria are verified will the project work begin, ensuring that assistance is provided to households that meet the program's intended target population.</p>

<p>Does the proposed project take place in New Mexico?</p>	<p>Yes</p>
<p>Will the geographic block area where the underserved community is located and where the project directly takes place, be within the boundaries of the Entity?</p>	<p>Yes</p>
<p>Provide data detailing the energy-related needs/issues of the selected community or area that this project will address. (Ex: High energy burden, poverty, environmental concerns, etc.)</p>	<p>The City of Socorro faces significant energy challenges that extremely affect low-income households. Low-income households in Socorro spend a substantial portion of their income on energy costs. Many homes in Socorro are older and lack adequate insulation, efficient heating and cooling systems, and modern appliances. This results in higher energy consumption and increased utility costs for residents. Inefficient heating and cooling systems, as well as older vehicles and appliances, can release pollutants that degrade local air quality and negatively impact residents' health.</p>
<p>How will this project address the issues/provide solutions listed above through energy improvements to residential buildings?</p>	<p>This project will directly tackle the energy-related challenges faced by low-income residents in Socorro by implementing targeted energy efficiency upgrades to residential buildings.</p> <p>Weatherization and Insulation – Upgrading insulation, sealing air leaks, and improving windows and doors will reduce heat loss in winter and heat gain in summer, lowering energy consumption and utility bills.</p> <p>Efficient Heating and Cooling Systems – Installing high-efficiency HVAC systems, heat pumps, or programmable thermostats will improve indoor comfort while reducing energy use and emissions.</p> <p>Energy-Efficient Appliances and Lighting – Replacing outdated appliances and lighting will further cut energy demand and reduce household costs.</p> <p>Education and Outreach – Residents will receive guidance on energy-saving practices, such as proper thermostat use, appliance maintenance, and behavioral changes,</p>

	<p>ensuring long-term reductions in energy consumption.</p> <p>Targeted Support for Vulnerable Households – The project prioritizes low-income and high-energy-burden households, directly alleviating energy insecurity and helping residents maintain safe and comfortable indoor environments.</p>
<p>Provide the location of the of overburdened community served by this project at the finest scale possible, (e.g., county, city/town, neighborhood scale or latitude/longitude coordinates):</p>	<p>The energy efficiency project will serve the City of Socorro, New Mexico, targeting low-income residential areas within the city limits. Socorro is located at approximately 34.06° N latitude and 106.91° W longitude. Socorro encompasses an area of approximately 13 square miles and is home to an estimated 8,000 residents.</p>
<p>Describe how input from the underserved community contributed to the development of both the project proposal and this community benefits plan:</p>	<p>Input from the underserved community was central to shaping both the project proposal and the community benefits plan. The City of Socorro collected feedback through its Senior Center, where staff regularly hear concerns from residents, as well as from utility billing and delinquency clerks who interact with households struggling to keep up with payments. Residents consistently reported that their homes are in poor condition, often lacking insulation, efficient heating or cooling systems, and other basic energy upgrades. They also emphasized the difficulties of living on limited incomes, which make it hard to afford improvements or manage high utility costs.</p> <p>This direct input confirmed the need for energy efficiency investments targeted low-income households. By grounding the plan in community voices, the City ensures that proposed improvements respond to the actual conditions and challenges faced by Socorro’s most underserved residents.</p>
<p>Describe how the proposed community benefits plan aims to positively impact community health and safety, access to services, resilience or adaptation to climate change and/or education:</p>	<p>The proposed community benefits plan is designed to improve quality of life for Socorro’s underserved residents by addressing both immediate household needs and long-term community resilience. By upgrading insulation, heating, cooling, and appliances, the project will improve indoor air</p>

	<p>quality, reduce exposure to extreme temperatures, and create safer, healthier living conditions. Lower utility costs will relieve financial strain, helping families better maintain access to essential services such as food, medicine, and transportation.</p>
<p>Describe how the proposed community benefits plan will improve the economic conditions of the community and/or positively impact workforce development:</p>	<p>The proposed community benefits plan will strengthen Socorro's economic conditions by lowering household energy costs, leaving families with more disposable income for other essential needs. Energy efficiency upgrades will reduce the financial strain of high utility bills, particularly for low-income households, while also increasing the long-term value and livability of local housing. In addition, the project will create opportunities for workforce development by engaging local contractors, tradespeople, and service-learning programs to complete the upgrades. This investment in skilled labor will provide jobs, enhance training opportunities, and build local capacity in energy efficiency and building retrofits. By combining direct cost savings for residents with job creation and workforce training, the plan supports both immediate economic relief and long-term community prosperity.</p>
<p>Describe how the proposed community benefits plan aims to increase air or water quality in the community and/or help clean up legacy pollution:</p>	<p>The proposed project will generate meaningful environmental benefits for the City of Socorro by reducing overall energy consumption and reliance on fossil fuels. Energy efficiency upgrades such as improved insulation, efficient heating and cooling systems, and modern appliances will lower greenhouse gas emissions and contribute to improved local air quality. Reduced energy demand also decreases strain on regional natural resources, including water used in energy production. In addition, the project supports climate change adaptation by making homes more resilient to extreme heat and cold, reducing the community's vulnerability to weather-related health and</p>

	<p>safety risks. Collectively, these improvements will shrink the community’s carbon footprint, promote cleaner air, and advance long-term sustainability for Socorro’s most underserved residents.</p>
<p>Describe any additional benefits of the community benefits plan or the project itself not already discussed:</p>	<p>This project will deliver a range of broader community benefits. These include improving community health and safety through access to quality housing and essential services, expanding workforce development and training opportunities. The project will also promote environmental sustainability by incorporating energy efficiency initiatives such as renewable energy integration, weatherization of existing homes, and the adoption of green building standards in new developments. These efforts will reduce utility costs for residents, lower the community’s carbon footprint, and increase long-term resilience to rising energy demands.</p>
<p>List the energy conservation and energy efficiency measures and improvements that will be implemented in residential low-income housing units:</p>	<p>The project will promote environmental sustainability by incorporating energy efficiency initiatives such as renewable energy integration, weatherization of existing homes, and the adoption of green building standards in new developments. These efforts will reduce utility costs for residents, lower the community’s carbon foot. The project will implement a range of energy conservation and efficiency measures in residential low-income housing units. These improvements include weatherization upgrades such as air sealing, insulation, and duct sealing to reduce energy loss, as well as the installation of high-efficiency windows and insulated doors to improve thermal performance. Heating, ventilation, and cooling systems will be replaced with ENERGY STAR–rated units and paired with smart thermostats to optimize energy use. Water heating efficiency will be improved through the installation of high-performance or tankless water heaters, along with pipe insulation. Additional measures include replacing outdated lighting with long-lasting LED fixtures and providing</p>

	<p>ENERGY STAR-rated appliances such as refrigerators and washers. Where feasible, solar energy systems will be integrated to reduce reliance on traditional utilities. Water conservation will also be addressed through the installation of low-flow faucets, showerheads, and toilets, reducing both water and energy consumption</p> <p>Renewable Energy and Green Building Standards:</p> <ul style="list-style-type: none"> • References to renewable energy and green building standards have been revised to align with CEED Program parameters, which prioritize energy efficiency, energy cost reduction, and environmentally responsible building upgrades. • All proposed upgrades, including windows, doors, appliances, and HV AC improvements, are designed to meet CEED guidelines for energy performance rather than broader renewable energy certifications.
<p>Reporting Metrics used will include, but not be limited to:</p>	<p>Energy assessments performed (The total number of energy audits conducted for residential units.)</p> <p>Housing units retrofitted (The total number of energy audits conducted for residential units.)</p> <p>Bill savings (The estimated annual savings in terms of: dollars)</p> <p>Energy savings (The estimated annual savings in terms of: Kilowatt-hours of electricity, Therms of natural gas, Gallons of fuel oil, Therms of propane, Gallons of water, Gallons of kerosene, Tons of wood)</p> <p>Realized Reduction in Consumption: (The actual reduction in consumption for various energy sources (electricity, fuel oil, natural gas, propane, kerosene, wood, etc.)</p>

<p>How will data be collected for these metrics to measure program's impact?</p>	<p>Data will be collected through a combination of baseline assessments, utility tracking, and follow-up evaluations.</p> <p>Prior to implementing improvements, baseline data such as utility bills, energy usage, and housing conditions will be documented for each unit. After upgrades, ongoing utility data (electricity, gas, and water consumption) will be monitored to measure reductions in energy use and cost savings. Appliance performance and lighting upgrades will be tracked through installation records, while periodic inspections will verify the quality and effectiveness of improvements. Resident surveys and education program feedback will also be gathered to assess changes in household energy awareness and behavior. Together, these methods will provide both quantitative and qualitative data to evaluate the program's overall impact on energy efficiency, cost savings, and resident well-being.</p> <p>Utility Tracking:</p> <ul style="list-style-type: none"> • The City of Socorro will track energy use and savings using current utility billing data combined with post-retrofit consumption measurements. <p>Tracking will include:</p> <ul style="list-style-type: none"> • Monthly electricity and gas usage from utility invoices. • Pre- and post-retrofit comparisons to quantify energy reductions. • Documentation of changes resulting from retrofits, including equipment upgrades and installation dates. • These records will be maintained in a central project file and reported as required by the CEED Program to ensure accountability and demonstrate energy savings.
<p>How do the metrics/measures fulfill the CEED Program goals? (Listed in question 2: reduce energy consumption, reduce energy-related operating costs, reduce the carbon</p>	<p>The proposed metrics and measures fulfill the CEED Program goals by ensuring accountability, demonstrating impact, and advancing community resilience. Reductions in household energy and water use directly</p>

intensity of energy consumption.)	support environmental sustainability, while documented decreases in utility costs improve economic stability for low income residents. Tracking the number of units upgraded and efficiency measures installed provides measurable outcomes that reflect progress toward equitable access to safe and affordable housing. Resident feedback and follow-up evaluations further confirm increased awareness of conservation practices and improvements in quality of life. Together, these metrics show how the project advances CEED's goals of fostering sustainable development, reducing energy burdens, and strengthening long-term community well-being.
Total number of housing units that will be served:	The project will serve approximately 50 to 75 housing units, depending on the specific needs identified at each residence.
Reduction of annual energy use from implementation of measures (for all housing units):	kWh: ___ The implementation of these energy efficiency measures is expected to result in a 15-25% reduction in annual energy use across all housing units, depending on the specific improvements made at each residence.
Reduction of annual energy use from implementation of measures (for all housing units):	BTU: ___ The proposed energy efficiency measures are expected to reduce annual energy use by approximately 50-75 units, depending on the specific improvements implemented.
Reduction of annual energy cost from implementation of measures (for all housing units):	\$ ___ The proposed energy efficiency measures are expected to reduce annual energy use by 4.5-10 million BTU (1,320-2,930 kWh) per unit, saving \$45-\$100 per unit, for a total reduction of 225-750 million BTU (66,000-219,750 kWh) and \$2,250-\$7,500 across all 50-75 single residential housing units.

<p>Reduction in annual greenhouse gas emissions from implementation of measures (for all housing units):</p>	<p>Tons CO₂ ____</p> <p>The proposed energy efficiency measures are expected to reduce annual greenhouse gas emissions by approximately 0.61–1.35 tons of CO₂ per residence, resulting in a total reduction of 30.5–101.3 tons of CO₂ across all 50–75 residences.</p>
<p>(Optional): Other measured impact(s) or additional information regarding the estimated outcomes listed above:</p>	<p>In addition to energy, cost, and CO₂ reductions, the measures will improve indoor comfort, reduce maintenance needs, and enhance residents' quality of life, while promoting long-term energy-saving behaviors and supporting CEED's goals of community resilience and sustainability.</p> <p>Baseline / Data Source:</p> <ul style="list-style-type: none"> • Estimated calculations for the project are based on on-site inspections, manufacturer specifications, and standard industry benchmarks for energy-efficient equipment. • Existing conditions of windows, doors, appliances, and heating/cooling systems were evaluated using the current building inventory and operational data. • Cost estimates for materials (windows, appliances, etc.) were obtained from vendor quotes and published market rates for comparable energy-efficient products. • Labor and consultant rates are based on standard local contractor fees for energy assessments and retrofit services. <p>Expected Energy Savings and Calculation:</p> <ul style="list-style-type: none"> • Windows: Replacing single-pane or older windows with energy-efficient models reduces heat loss/gain, saving an estimated 10-15% on heating and cooling costs annually. • Doors and Appliances: Upgrading to ENERGY STAR-rated doors and appliances can reduce electricity use by 5-10% per appliance. • Heating and Cooling Systems: Optimizing these systems through evaluation, maintenance, or

	<p>retrofits typically improves efficiency by 10-20%, depending on system age and condition.</p> <ul style="list-style-type: none"> • Overall energy savings were calculated by combining estimated percentage reductions with current utility consumption data. Based on a local electricity rate of \$0.16265/kWh, we anticipate saving approximately 5,000 kWh/year, which translates to an estimated cost savings of \$813 per year.
<p>Indicate the key staff on the project team (Title, Role/contribution, Relevant experience and additional qualifications): (May include roles to be filled; please note if so.)</p>	<p>Delinquency Clerk – Supports program administration and recordkeeping; ensures accurate tracking of resident participation and compliance.</p> <p>Finance Director – Oversees budgeting, funding allocation, and financial reporting; brings experience managing municipal funds and grant compliance.</p> <p>Senior Center Director – Provides community outreach and engagement; leverages extensive experience working directly with residents to assess needs and gather feedback.</p> <p>General Contractor – (Contracted as needed) Manages construction and retrofit activities; brings experience in residential and commercial projects, ensuring quality and timely completion.</p> <p>Electrician – (Contracted as needed) Responsible for electrical system upgrades and installations; brings 10+ years of residential and commercial experience.</p> <p>HVAC/Plumbing Specialist – (Contracted as needed) Installs and maintains heating, cooling, and plumbing systems; experienced in energy-efficient upgrades and residential systems.</p>
<p>List Entity's past grant administration and/or past energy efficiency program experience:</p>	<p>The entity has extensive experience managing grants, though not specifically in energy efficiency programs. The Senior Center Director and Delinquency Clerk bring extensive experience engaging with the community and working directly with residents. Their knowledge of local needs, outreach, and public service positions the team to successfully implement the proposed</p>

	<p>program and ensure participation and effective outcomes. Additionally, staff possess strong expertise in grant management and reporting, providing the skills necessary to oversee program compliance and documentation.</p>
<p>Describe Applicant's strategy to prevent fraud, waste, and abuse:</p>	<p>The entity employs multiple measures to prevent fraud, waste, and abuse. It undergoes annual audits, and the Procurement Officer and Finance Clerk are responsible for ensuring that all products are received and services are rendered prior to payment. Additionally, before-and-after photos will be required for all work completed, providing visual verification of project outcomes and ensuring accountability.</p>
<p>Describe a timeline of major project milestones:</p>	<p>The project will be implemented over three years but will be completed as efficiently as possible. Year 1 focuses on planning and preparation, including finalizing contracts, conducting energy audits, developing work plans, and procuring materials. Year 2 covers the implementation of retrofits such as weatherization, appliance upgrades, lighting replacement, and HVAC/plumbing improvements, along with resident education and documentation of completed work. Year 3 emphasizes verification and evaluation, with follow-up inspections and data collection on energy use, cost savings, and greenhouse gas reductions conducted after each residence is completed, followed by final reporting and lessons learned to guide future energy efficiency initiatives.</p>
<p>Describe Applicant's work plan detailing how tasks will be executed within the allotted timeframe and by which members of the project team:</p>	<p>The project will be executed over three years with clearly assigned responsibilities. Year 1 focuses on planning and preparation, including community outreach, resident assessments, contract finalization, budgeting, and procurement. Year 2 covers implementation of retrofits such as weatherization, appliance upgrades, lighting replacement, and HVAC/plumbing improvements, with the General Contractor and technical specialists completing the work while the Senior Center Director and</p>

	Delinquency Clerk coordinate resident participation and document progress. Year 3 emphasizes verification, data collection on energy use, cost savings, and greenhouse gas reductions for each completed residence, as well as final reporting and evaluation, ensuring accountability and successful program outcomes.
[Type 1 Projects only] Has preliminary project planning been completed?	No
[Type 1 Projects only] If yes, describe what plans, specifications, and/or bid documents have been completed:	
Is environmental/ground disturbance anticipated?	No
If yes, please explain: (Ground disturbance is not typical for residential retrofit programs and will necessitate fulfilling additional compliance requirements.)	
Describe how the Applicant will engage community partners, service providers, and participant households in the project:	<p>The Applicant will engage community partners, service providers, and participant households through a coordinated outreach and communication strategy. The Senior Center Director and Delinquency Clerk will leverage their extensive experience with residents to identify eligible households and facilitate participation.</p> <p>Community partners and service providers will be consulted during planning to align services and ensure efficient delivery of retrofits and educational programs. Regular updates, workshops, and one-on-one meetings with participant households will provide guidance on project activities, energy-saving practices, and expected benefits.</p> <p>Additionally, documentation such as before-and-after photos and progress reports will be shared with residents and partners to maintain transparency and build community trust throughout the project.</p> <p>Partner Roles and Formal Partnerships:</p> <ul style="list-style-type: none"> • The City of Socorro is the primary applicant and project lead, responsible for overall

	<p>project management, coordination, and reporting.</p> <p>Partner Organizations:</p> <ul style="list-style-type: none"> • City of Socorro will provide technical guidance and expertise on energy efficiency retrofits. • Socorro Senior Center will assist with community engagement, scheduling, and program outreach. <p>Formal Partnerships:</p> <ul style="list-style-type: none"> • No formal partnerships have been made.
<p>Describe proposed community partner(s) with experience in the area(s) in which the project will take place:</p>	<p>The Applicant will leverage existing community engagement efforts to support the project. Currently, a monthly meeting is held in the City Council chambers prior to the council meeting to engage directly with the public.</p> <p>Additionally, the City of Socorro maintains a dedicated Facebook page for outreach and interaction with residents.</p> <p>These established channels provide opportunities to connect with community partners, disseminate project information, and encourage participation in the energy efficiency program.</p>
<p>Describe the scope of collaboration:</p>	<p>The project will involve coordinated collaboration between the Applicant, community partners, service providers, and participant households. Outreach and engagement will be led by the Senior Center Director and Delinquency Clerk, while contractors and service providers complete retrofits. Regular communication, progress updates, and shared documentation will ensure alignment, transparency, and effective program implementation.</p>
<p>Describe the experience of partner(s) in working with the targeted underserved community:</p>	<p>The project partners have extensive experience working with Socorro's underserved populations, particularly low income households and senior residents. The Senior Center Director regularly engages with senior citizens living on fixed incomes, identifying needs related to housing conditions, energy costs, and access to services. Utility billing and delinquency</p>

	<p>clerks interact daily with residents who struggle to pay high utility bills, providing insight into energy burden and financial challenges. Additionally, the City maintains ongoing community engagement efforts through monthly meetings, outreach via social media, and local events, ensuring trust, transparency, and effective communication with residents. This long-standing involvement allows partners to accurately identify community needs, design relevant energy efficiency interventions, and ensure that program benefits reach those most in need.</p>
<p>Describe proposed service providers(s) with experience in the area(s) in which the project will take place:</p>	<p>The project will engage licensed contractors for energy efficiency upgrades, local community organizations for resident outreach and support, and City staff to coordinate services and verify eligibility, ensuring efficient and effective delivery of program benefits to low-income households.</p>
<p>Describe the scope of collaboration and experience of partner(s) in working with the targeted underserved community:</p>	<p>The project partners have a long history of collaborating to serve Socorro's underserved populations. The City of Socorro, through its Senior Center and utility departments, works directly with low-income residents to identify housing needs, energy burdens, and barriers to accessing services. Partners coordinate closely on outreach, eligibility verification, and scheduling energy efficiency upgrades, ensuring that interventions are targeted to households most in need. Through these collaborative efforts, partners leverage their combined expertise—ranging from direct resident engagement to technical knowledge in building improvements—to design and implement solutions that are responsive, effective, and grounded in the lived experiences of the community.</p>
<p>Describe any commitment by provider(s) to employ apprentices from a registered apprenticeship program that promotes diversity or to provide paid internships to persons from the targeted underserved community:</p>	<p>The City of Socorro is committed to workforce development for the targeted underserved community. The City partners with WIOA programs and Goodwill Industries to connect residents with training and employment opportunities. Contractors</p>

	<p>working on this project will be encouraged to hire apprentices from registered programs, providing hands-on experience in energy efficiency and construction trades. Given that many local contractors work full-time and several are nearing retirement, these opportunities will help build a pipeline of skilled workers while promoting diversity and inclusion in the local workforce.</p>
--	--

ATTACHMENT 2: Energy Conservation Measure Improvements

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

A. Entity shall implement ECMs in an order that prioritizes greatest savings (e.g. sealing the building envelope prior to heat pump installation). Entity shall follow the U.S. Department of Energy (DOE) Weatherization Assistance Program (WAP) guidelines regarding prioritizing measures (air sealing, duct sealing outside the thermal boundary, and thermal boundary insulation [attic, wall, floor or belly, foundation, sill, etc.]) and installing in order of savings to investment Ratio (SIR) the ECMs and related H&S and incidental repairs measures (SIR calculation = $(\text{Annual } \$ \text{ savings} \times \text{Expected Usage Lifetime (EUL)}) + (\text{Initial } \$ \text{ cost})$). EUL durations can be found at: <https://www.energy.gov/sites/default/files/2023-03/WPN%2023-06%20Revised%20Energy%20Audit%20Procedures%20Attachments.pdf> (see also: Table 1: Allowable Default ECM Lifetimes, *below*).

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

- 1) cleaning, repair or replacement of heating and cooling systems;
 - i. Heating systems
 - a. Replacement or installation of secondary heating systems are not allowed.
 - b. Use proper sizing protocols according to Manual J, State approved sizing protocols, NEAT/MHEA outputs, etc.
 - c. High efficiency air source heat pumps. (Cold climate rated units as appropriate for climate zone).
 - ii. Cooling systems
 - a. Replacement or installation of secondary cooling systems are not allowed.
 - iii. Ensure no bill increase
 - a. Replace existing electric units or fuel switch from propane

2) prioritized appliance repair or replacement:

- i. Clean or repair baseload appliances/fixtures, as well as (in no particular order);
 - ii. High efficiency heat pump water heaters,
 - a. Household should have a minimum of 3 persons.
 - b. New units should have an EF of 3.0 or higher.
 - c. Replace only electric resistance water heaters.
 - d. Cost is limited to \$1,750.
 - e. Thermostat set to 120 degrees maximum.
 - f. Include water heater blanket, pipe insulation (as appropriate).
 - iii. EnergyStar refrigerator, cost is limited to \$900.
 - a. Must have automatic defrost, top freezer preferred. May be no more than 2 cubic feet larger than existing refrigerator.
 - iv. EnergyStar dishwasher, cost is limited to \$525.
 - v. EnergyStar clothes washer, cost is limited to \$675.
 - vi. EnergyStar clothes dryer, cost is limited to \$700.
 - a. Heat pump clothes dryer cost is limited to \$840.
 - vii. EnergyStar oven/range, cost is limited to \$1000
 - a. New units may only have a single oven, induction ranges must not increase spending for participant
 - viii. Programmable/smart thermostats, cost is limited to \$150.
- 3) incidental repairs; cost is limited to \$1000 per unit. Allowable items include, but are not limited to:
- i. Sealing of cracks
 - ii. Weather-stripping, caulking, hole patching.
 - iii. Installation of door sweeps
 - iv. Repair and replacement of thresholds
 - v. Repair and replacement of fireplace dampers.
 - vi. Repair or replacement of broken glass in window
 - vii. Exterior door repair
 - viii. Repair of building envelope to maintain the integrity of ECMs
 - ix. Low-flow showerheads diverter replacement or fixture repair.;
 - x. Electrical repair for lighting retrofits;
- 4) residential Health and Safety (H&S) measures, cost is limited to 20% average cost per unit. Allowable items include, but are not limited to:
- i. Safety devices: smoke and carbon monoxide alarms, fire extinguishers
 - ii. Heating and cooling system safety checks;
 - iii. Asbestos
 - a. In siding, walls, ceilings, etc., in vermiculite, on pipes, furnaces, and other small-covered surfaces
 - b. General abatement of asbestos siding or replacement with new siding is not an allowable H&S cost
 - iv. Biologicals and unsanitary conditions

- v. Building structure and roofing
- vi. Code compliance
- vii. Combustion gases
- viii. Unsafe electrical
- ix. Formaldehyde, volatile organic compounds (VOCs), flammable liquids, other air pollutants
- x. Fuel leaks
- xi. Hazardous materials disposal
- xii. Injury prevention of occupants and project workers
- xiii. Lead based paint
- xiv. Mold and moisture
- xv. Radon
- xvi. Ventilation and indoor air quality
- xvii. Window and door replacement, window guards
 - a. Storm windows
 - b. Window coverings
 - 1. Purchase of new window guards not allowed

C. ECM improvements must target efficient energy consumer behavior, equipment, or devices and result in a decrease in energy consumption and/or energy bill savings without reducing the amount or quality of energy services, and includes health and safety measures that use efficient equipment or devices to improve indoor air or drinking water quality. Electrical fuse box/panel upgrades or installations are not included unless accompanied by an approved priority appliance installation. ECM improvements do not include replacement of functional, new (purchased within the last 10 years) appliances.

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

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

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

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

F. All activities carried out with CEED Program funding must meet the objectives of the program (in addition to meeting the list of eligible activities specified above) ensuring energy bill totals do not increase and ensuring cost limitations are followed. Beneficial electrification or fuel switching measures may be installed as part of the retrofit process but must follow those parameters.

G. The term 'retrofit' is used as 'rehabilitation' implies improvements beyond the scope of an energy efficiency program. Unallowable rehabilitation activities include but are not limited to: creating additions or accessory units, changing floor plans, finishing attics and basements, repairing or replacing plumbing or electrical systems, completing kitchen and bathroom remodeling, or renovating or constructing a garage.

TABLE 1: Allowable Default ECM Lifetimes

<https://www.energy.gov/sites/default/files/2023-03/WPN%2023-06%20Revised%20Energy%20Audit%20Procedures%20Attachments.pdf>

Maximum Lifetimes of Energy Conservation Measures			
#	Measure Type	Measure Name	Life (yr.)
1	Building Insulation	Attic insulation: blown in and batt	30
2	Building Insulation	Attic insulation: all other types	20
3	Building Insulation	Sill box insulation	20
4	Building Insulation	Foundation wall insulation	20
5	Building Insulation	Slab insulation	20
6	Building Insulation	Floor insulation: loose and batt types installed in fully enclosed air-tight cavities, and rigid insulation	30
7	Building Insulation	Floor insulation: all other types including loose and batt not installed in fully enclosed air-tight cavities	20
8	Building Insulation	Wall insulation: dense pack insulation, rigid insulation and full-cavity batt insulation in fully enclosed air-tight cavities	30
9	Building Insulation	Wall insulation: all other types	20

10	Building Insulation	Kneewall insulation: loose and batt types installed in fully enclosed air-tight cavities, and rigid insulation	30
11	Building Insulation	Kneewall insulation: all other types including loose and batt types not installed in fully enclosed air-tight cavities	20
12	Building Insulation	Duct insulation	20
13	Building Insulation	Manufactured home skirting	10
14	Building Insulation	White roof coating	7
15	Building Insulation	Radiant barrier	15
16	Ducts/Infiltration	Whole house air sealing	10
17	Ducts/Infiltration	Duct sealing	10
18	Doors and Windows	Storm window	15
19	Doors and Windows	Window replacement	20
20	Doors and Windows	Door replacement	20
21	Doors and Windows	Storm door	10
22	Doors and Windows	Window shading: awning	10
23	Doors and Windows	Sun screen: fabric or screen	10
24	Doors and Windows	Sun screen: louvered	15
25	Doors and Windows	Window film	15
26	HVAC Systems	Thermal vent damper	10
27	HVAC Systems	Electric vent damper	10
28	HVAC Systems	Intermittent Ignition Device (IID)	10
29	HVAC Systems	Electric vent damper and IID	10
30	HVAC Systems	Flame retention burner	10
31	HVAC Systems	Heating system tune up	3
32	HVAC Systems	Heating system replacement: fossil fuel fired	20

		furnaces and boilers, standard and condensing	
33	HVAC Systems	Heating system replacement: all other heating systems except heat pumps	18
34	HVAC Systems	Smart/programmable thermostat	15
35	HVAC Systems	Air conditioner tune up	3
36	HVAC Systems	Air conditioner replacement	15
37	HVAC Systems	Evaporative cooler	15
38	HVAC Systems	Heat pump replacement	15
39	Baseloads	Lighting retrofit: fluorescent and compact fluorescent	(Note 1)
40	Baseloads	Lighting retrofit: LED	(Note 2)
41	Baseloads	Lighting retrofit: halogen	(Note 3)
42	Baseloads	Refrigerator replacement	15
43	Baseloads	Water heater tank insulation	13
44	Baseloads	Water heater pipe insulation	13
45	Baseloads	Low flow showerhead	15
46	Baseloads	Water heater replacement	13
47	Baseloads	Water heater setpoint reduction	13
48	Solar	Solar PV installations	20

Notes

1. 10,000 hours
2. 30,000 hours
3. 4,000 hours

ATTACHMENT 3: Special Terms and Conditions

The following are incorporated into this Award by reference:

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

1. **Flow Down Requirement:** The Entity agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subcontractors (as appropriate), and to require their strict compliance therewith. Further, the Entity must apply the Award terms to all subcontractors (as appropriate), and to require their strict compliance therewith.

2. **Post-Award Due Diligence Reviews:** During the life of the Award, EMNRD may conduct ongoing due diligence reviews, through Government resources, to identify potential risks. In the event a risk is identified, EMNRD may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

3. **Allowable Costs:** ECAM determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910, if applicable. The Entity is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with generally accepted accounting principles. The Entity must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subcontractors and project costs that the Entity claims as cost sharing, including in-kind contributions. Upon request, the Entity is required to provide such records to ECAM. Such records are subject to audit. Failure to provide ECAM adequate supporting documentation may result in a determination by ECAM that those costs are unallowable.

4. **Budget Amendments:** If any changes to the budget are required, the Entity shall request a budget amendment from ECAM and the request must be approved prior to implementation. Budget amendments shall be compatible with the terms of this Agreement and of such a nature as to qualify as an allowable cost. Budget amendments requested during the ninety (90) prior to the completion date will be approved on a limited basis.

5. **Subcontractor Change Notification:** Except for subcontractors specifically proposed as part of the Entity's Application for award, the Entity must notify ECAM in writing 30 days prior to the execution of new or modified subcontractor agreements, including naming any To Be Determined subcontractors.

6. **Organizational Conflict of Interest:** Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Entity is unable or appears to be unable to be impartial in conducting procurement action involving a related organization.

The Entity must disclose in writing any potential or actual organizational conflict of interest to ECAM. The Entity must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe.

- A. If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Entity must procure goods and services from other sources when using project funds.
- B. The Entity must flow down the requirements of the COI Policy to any subcontractor entities. The Entity is responsible for ensuring subcontractor compliance with this term. If the Entity has a parent, affiliate, or subsidiary organization, the Entity must maintain written standards of conduct covering organizational conflicts of interest.

7. **Financial Conflicts of Interest:** The Entity must disclose in writing any managed or unmanageable financial conflicts of interest involving a member of the project team and include sufficient information to enable EMNRD to understand the nature and extent of the financial conflict, and to assess the appropriateness of the non-Federal entity's management plan.

8. **Penalties:** Failure to follow any of the program guidelines or the provisions laid out in this Agreement can result in EMNRD imposing specific grant requirements or taking one or more of the following actions:

- A. temporary withholding of payments until Entity takes corrective action;
- B. dis allowance of costs for all or part of the activity associated with the noncompliance of the Entity;
- C. suspension or termination of the grant in part or in its entirety;
- D. debarment or suspension of the Entity;
- E. withholding of further funds from EMNRD; or
- F. any and all other legal remedies.

9. **Fraud, Waste and Abuse:** The Entity must disclose, in a timely manner, in writing to EMNRD all violations of Federal or state criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make required disclosures can result in any of the remedies described in Section 8, above.

10. **Prevailing Wage Requirements:**

A. If the project takes place at a privately owned residence, the Entity is not required to comply with Prevailing Wage requirements.

B. If the project takes place government-owned housing or other government owned buildings, and the total project cost exceeds \$60,000 under a single contract between a state agency and awarded Entity, the award will be considered a Public Works program and therefore a wage decision is required. This applies even if the project consists of multiple units valued at \$25,000 each.

i. If this award is funded as a Public Works program. All laborers and mechanics employed by the Entity, subcontractors, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$60,000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by NMDWS or the US Secretary of Labor.

ii. Recipients shall provide written assurance acknowledging the Prevailing Wage requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality.

iii. The Entity must comply with all of the Prevailing Wage requirements, including but not limited to:

- a) ensuring that the wage determination(s) and appropriate Prevailing Wage clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subcontractor awards.
- b) being responsible for compliance by any subcontractor or subcontractor with the Prevailing Wage labor standards.
- c) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subcontractors for accuracy and to identify potential compliance issues.
- d) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the State, EMNRD or the Department of Labor upon request.
- e) conducting payroll and job-site reviews for construction work,

including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subcontractors and as requested or directed by the State or EMNRD.

- f) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.
- g) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
- h) notifying ECAM of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the Entity, subcontractor, contractor, or subcontractor employees; significant labor standards violations; disputes concerning labor standards; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this GSA, a subcontract, or subcontractor award.
- i) preparing and submitting to ECAM, the Prevailing Wage Semi-Annual Labor Compliance information in Quarterly Reports, by April 20 and October 20 of each year.
- j) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
- k) notifying ECAM of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the Entity, subcontractor, contractor, or subcontractor employees; significant labor standards violations; disputes concerning labor standards; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this GSA, a subcontract, or subcontractor award.
- l) preparing and submitting to ECAM, the Prevailing Wage Semi-Annual Labor Compliance information in Quarterly Reports, by April 20 and October 20 of each year.

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract.

The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or Page 2 of 3 DFA Disclosure form/April, 2006 unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS

CITY OF SOCORRO MAYOR:
RAVI BHASKER

CITY OF SOCORRO COUNCIL MEMBERS:
CITY COUNCILOR MARY ANN CHAVEZ-LOPEZ
CITY COUNCILOR DEBORAH DEAN
CITY COUNCILOR NICK FLEMING
CITY COUNCILOR DAMIEN OCAMPO
CITY COUNCILOR JOE GONZALES
CITY COUNCILOR JOEL D. PARTRIDGE
CITY COUNCILOR PETER D. ROMERO
CITY COUNCILOR ANTON SALOME

Contribution made by: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) made: _____

Amount(s) of Contributions(s) _____

Nature of Contributions (s) _____

Purpose of Contributions(s) _____

Signature

Date

Title (position)

OR

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable official by me, a family member or representative.

Signature

Date

Title (position)

APPENDIX C

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business

The representations made in the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.
