

REVIVAL AND SECOND AMENDATORY AGREEMENT

THIS REVIVAL AND SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter referred to as the “City”), and **ENERGY OUTREACH COLORADO**, a Colorado non-profit organization, with its principal place of business located at 225 East 16th Avenue, Suite 200, Denver, CO 80203 (the “Contractor”), jointly “the Parties” and individually a “Party.”

The City and the Contractor entered into an Agreement dated **April 1, 2019**, and an Amendatory Agreement dated **February 28, 2020**, to provide services (the “Agreement”). The Agreement expired by its terms on **December 31, 2020**, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below.

The Parties agree as follows:

1. Effective upon execution, all references to **Exhibits A** and **A-1** in the existing Agreement shall be amended to read **Exhibits A, A-1, and A-2**, as applicable. **Exhibit A-2** is attached.
2. Effective upon execution, all references to **Exhibits B** and **B-1** in the existing Agreement shall be amended to read **Exhibits B, B-1, and B-2**, as applicable. **Exhibit B-2** is attached.
3. Section 3 of the Agreement, titled “**TERM**,” is amended by deleting and replacing it with the following:

“**3. TERM**: The Agreement will commence on **January 1, 2019** and will expire on **December 31, 2021** (the “Term”). Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Executive Director.”

4. Section 4.D.1 of the Agreement, titled “**Maximum Contract Amount**,” is amended by deleting and replacing it with the following:

“(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TWO MILLION TWO HUNDRED FIFTY-FOUR THOUSAND DOLLARS AND ZERO CENTS (\$2,254,000.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** or performed

outside the Term are performed at the Contractor's risk and without authorization under the Agreement.”

5. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

6. This Revival and Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

End.

Signature pages and Exhibits follow this page.

Exhibit List

Exhibit A-2

Exhibit B-2

Contract Control Number: HRCRS-202158636-02 / ALF-201947238-02
Contractor Name: ENERGY OUTREACH COLORADO

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

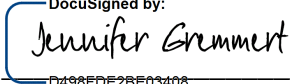
By:

By:

By:

Contract Control Number:
Contractor Name:

HRCRS-202158636-02 / ALF- 201947238-02
ENERGY OUTREACH COLORADO

By:  _____
D496FDE2BE03408...

Name: Jennifer Gremmert
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-2

ENERGY OUTREACH COLORADO- MULTIFAMILY ENERGY EFFICIENCY PROGRAM

SCOPE OF WORK

OVERVIEW

Vendor Information	
Organization Name:	Energy Outreach Colorado
Contact Person:	Brooke Pike
Physical Address:	225 E 16 th Ave, Denver 20203
Phone:	303-226-5060
Email:	BPike@energyoutreach.org

Contract Term: 1/1/21-12/31/21

Contract Amount: \$ 450,000.00

Project/Program/Work Narrative: (Two to three paragraphs of what agreement is for)

Energy Outreach Colorado's Multifamily Energy Efficiency Program (MF) provides energy efficiency services and education for income qualified multi-family residential units in the City and County of Denver.

EOC provides a free energy efficiency assessment of each multi-family residential facility. Based on the assessment findings, EOC will work with contractors to acquire bids and manage the installation of new energy efficient equipment at the multi-family residential building.

EXHIBIT A-2

Organization staff and clients will also receive information about energy conservation practices that may further reduce the multi-family residential building’s utility bill through changes in common behaviors.

Energy efficiency measures commonly provided through EOC:

- Lighting
- Boiler/HVAC
- Insulation
- Appliances (refrigerators)
- Air sealing
- Pipe insulation
- Low flow sink aerators and showerheads

Payment Schedule: Invoicing will be submitted monthly

(Note: All 2021 expenses must be billed no later than January 20, 2022)

Location of Services

Physical Address: 225 East 16th Ave, Suite 200, Denver, CO, 80203

Neighborhood(s) Served (See map: <https://www.denvergov.org/maps/map/neighborhoods>):

Council District Served (See map: <https://www.denvergov.org/maps/map/councildistricts>):

OR

Check if Citywide

Program Description: (Narrative mission, vision, history, description of what the funds aim to achieve)

EOC’s multi-family affordable housing program was established in 2009 to support affordable housing residents by providing grant funding and project oversight to install new energy efficient equipment (ex: LED lighting, insulation, condensing HVAC equipment) in the buildings.

EXHIBIT A-2

Program Services: (Program specifics (be detailed here. Include target population, location and demographic service area, detailed schedule)

Outreach:

EOC will use its existing affordable housing solicitation and application process to identify qualifying multi-family projects in Denver. Through a combination of outreach events, workshops, direct mail, published announcements in cooperating agency newsletters and through DONE, and direct marketing by local professional energy auditors, EOC will identify properties to meet the goals of this funding.

Program Screening and Enrollment:

EOC staff evaluate each project application and compare the project against the following criteria: 1) client eligibility based on 66% of the units being 80% AMI; and 2) property eligibility which evaluates acceptable property type and occupancy status. If an application passes all of the criteria, EOC will move forward with an initial energy audit of the building. Since federal funds are limited to 200% of Federal Poverty Level (FPL) or below, units that have residents with incomes of 200 - 300% FPL could be served with these Denver funds.

Education:

EOC works with all EOC recipients to develop an energy conservation education plan that is most appropriate for their clients and specific to what is funded by EOC. This is very important to ensure that all energy savings targets are met.

The Behavior Education Program provides:

- Educational materials on understanding your utility bills
- Info on engaging building occupants to lower energy use
- Work summary that explains efficiency measures and connected conservation actions
- Stickers to remind occupants to save energy
- Presentation on saving energy & staff engagement

Energy Assessment:

An energy assessment consists of a walkthrough of the entire building(s); an assessment of existing insulation in walls, attics, ceiling cavities, crawlspaces and basements; an inspection of the existing heating source (i.e., furnace or boiler), water heater and cooling source (if applicable); and an assessment of the existing lighting and appliances. Once an audit is completed, energy conservation measures are identified and evaluated to determine which measures are the most cost effective.

Determination of Upgrades:

EXHIBIT A-2

Based on the information from the energy audit, EOC will work with our subcontractor to determine costs for installing energy efficiency measures. Product bid solicitations will include language describing the manner in which the product will be used and language stating that products offered in the bid response shall be appropriate for that use. All prices will include the cost of labor, materials, clean-up, and removal of any old materials and proper recycling of appliances containing refrigerants or lighting materials.

Once the bids are complete, EOC will compare the cost to install the measures with the predicted energy savings provided by the energy audit to determine the most cost effective measures to be installed at each facility. The goal is to maintain an average payback of 5 to 10 years. EOC also runs an energy model to assist with determining the most cost effective measures. EOC will ideally be able to leverage funds from Xcel Energy and other private funders. The ability to leverage funds requires submitting project information to Xcel Energy to determine the level of funding/rebates they will assign each project. EOC evaluates the funding from Xcel Energy and other potential funding sources before determining the level of the City of Denver investment. In some cases, EOC asks owners of affordable housing to financially contribute to the project if there are measures that may be important but don't pass an adequate return on investment or payback for the project.

EOC will comply with federal and state laws pertaining to health and safety risk abatement, and will assure that installation of measures will not be permitted until identified health and safety risks are removed. EOC's experience is that health and safety repairs identified during the energy audit might be included in the scope of work for a facility. EOC will allow for electrical or structural repairs if necessary for the proper installation or maintenance of an energy efficiency measure.

EOC will focus funding on projects that make significant impacts on energy savings, at the same time being considerate of each affordable housing specific needs. EOC will assure that efficiency measures are installed in accordance with the manufacturer's directions. EOC staff/subcontractors will make routine site visits during installation to confirm vendor compliance and ensure that the property remains clean and attractive for clients and will be responsible for final inspections at every site. Final inspections will compare the completed project to the energy audit to ensure that all required measures were performed.

Program Goals/Outcomes: (Please detail your evaluation plan)

- EOC will submit custom energy savings calculations performed by Xcel Energy staff on each energy efficiency opportunity in the building.
- EOC shall ensure its data reporting systems are compatible with City systems and meet City data reporting requirements. EOC shall be responsible for supplying and maintaining all required equipment and software.

EXHIBIT A-2

- EOC will submit a Monthly Activities Report form to accompany each invoice. EOC will also submit a full report detailing progress toward project outcomes on a quarterly basis.
- EOC's final program report shall be submitted to DONE within 45 days after the end of the Contract.
- EOC will track the following
 - # of Audits:
 - # households or units served:
 - Dollars/ Funds Leveraged:
 - Estimated kWh saved using the Xcel Calculator
 - Estimated Therms saved using the Xcel calculator
 - Annual energy dollar savings using the Xcel calculator
 - Number of households/buildings receiving education

Key Activities and Deliverables:

Goal/Objective	Activities	Timeline of completion	Deliverables <i>(Please quantify your deliverables)</i>
Energy efficiency services	Total Households Served	12/31/21	600
Energy efficiency services	Total Households Served: Outreach	12/31/21	600
Energy efficiency services	Total Households Served: Education	12/31/21	600
Energy efficiency services	Total Households Served: Audits	12/31/21	600
Energy efficiency services	Total Energy Savings: KWh	12/31/21	1,000,000
Energy efficiency services	Total Energy Savings: Therms	12/31/21	25,000
Energy efficiency services	Total Annual Household Dollar Savings	12/31/21	\$130,000
Energy efficiency services	Total Funds Leveraged	12/31/21	\$500,000

EXHIBIT A-2

Budget/Budget Narrative:**Budget Narrative****Energy Outreach Colorado Efficiency
2021 Residential Energy Efficiency Services****Personnel**

Luke Ilderton, Deputy Director \$158,000 x 1.0% = \$1,580
Provides technical expertise on all efficiency projects, advises on audit and equipment installation process, modeling and assessment of all efficiency measures.

Josh Mitchell, Director of IT \$95,000 x 2.5% = \$2,375
Oversees the platform that tracks all of DOSP project data.

Denise Stepto, Chief Communications Officer \$128,000 x 3%=\$3,840
Oversees all education, communication around client stories, and external marketing material for the program

Rose Reed, Director of Administration \$102,000 x 3% = \$3,060
Assists with all accounting functions, invoicing, payroll, and human resources.

Max Kaye, MF Program Manager \$68,000 x 20%=\$13,600
Conducts technical analysis of all multifamily buildings

Zhulieta Stoyanova, MF Coordinator \$50,000 x 16.67%=\$8,335
Supports energy audits, contractor management, and inspections

Total Personnel costs = \$33,265

Fringe Benefits

Fringe benefits supported by this contract include but are not limited to:

- Payroll Taxes, including FICA, state and local taxes, and employer contribution Social Security Insurance and Unemployment Insurance
- Medical benefits, including health insurance, vision insurance, dental insurance, short and long term disability and life insurance (percent varies based on employees' individual plans)
- Employer contribution of 8% of employees' salaries to their 401K Plan.

Luke Ilderton

Payroll taxes	9.5% x \$1580=\$150.10	
Medical benefits	7.5% x \$1580=\$118.50	
401 K Plan	8% x \$1580=\$126.40	Total=\$395

EXHIBIT A-2

Josh Mitchell

Payroll taxes	9.5% x \$2375=\$225.63	
Medical benefits	7.5% x \$2375=\$178.13	
401 K Plan	8.0% x \$2375=\$190	Total=\$593.76

Rose Reed

Payroll taxes	9.5% x \$3,060=\$290.70	
Medical benefits	7.5% x \$3,060=\$229.50	
401 K Plan	8.0% x \$3,060=\$244.80	Total=\$765

Max Kaye

Payroll taxes	9.5% x \$13,600=\$1292	
Medical benefits	7.5% x \$13,600=\$1020	
401 K Plan	8.0% x \$13,600=\$1088	Total=\$3400

Zhulieta Stoyanova

Payroll taxes	9.5% x \$8,335=\$791.83	
Medical benefits	7.5% x \$8,335=\$625	
401 K Plan	8.0% x \$8,335=\$666.41	Total=\$2083.24

Total Fringe Costs = \$7,237

EOC uses an allocation model for all expenses based on EOC staff time spent on various programs. For this 2020 Denver budget we took into consideration all expenses and estimated costs along with some historical perspective.

Office Expenses Includes supplies, printing and postage
\$62.50 x 12 months = \$750

Total Office Expenses Cost = \$750

Communication: Telephone Expense – includes allocated office phones and internet
\$50 x 12 months = \$600

Total Communications Cost: \$600

Insurance: EOC Insurance costs. This is a substantial expense to the organization do to the nature of going into buildings and repairing and replacing equipment.
\$241.66 x 12 = \$2,900

Total Insurance Cost = \$2,900**Travel Staff**

EXHIBIT A-2

Includes mileage [\$0.545 per mile] to travel to project sites, appropriate meals and any onsite parking expenses.

$\$8.30 \times 12 \text{ months} = \100

Total Travel Costs = \$100

Equipment Rental and Maintenance: Includes copier, postage machine leases and contracted IT services and replacements for all computers and servers.

$\$166.67 \times 12 = \$2,000$

Total Equipment Costs: \$2,000

Facility - EOC Office space is calculated based on the percent of time that EOC staff spends on various programs.

$\$312.50 \times 12 \text{ months} = \$3,750$

Total Facility costs - \$3,750

Professional Services

Payroll services, legal, accounting $\$41.67 \times 12 \text{ months} = \500

Total Professional Services = \$500

Subcontractor

EOC will contract with various subcontractors for the evaluation, assessment and installation of Energy Efficiency Measures. The actual costs will depend on project, but will include the labor and materials.

$600 \text{ units} \times \$664.83/\text{unit} = \$398,898$

Total Subcontractor Costs = \$398,897.48

Construction Costs: Included in subcontractor line item

Other Direct Expenses: Not applicable for this contract.

Indirect Costs: Not Applicable

Match Amount = EOC anticipates leveraging a minimum of \$500,000 from Xcel Energy and other funders.

Total Amount Requested from DOSP: \$450,000

EXHIBIT A-2**Contract Requirements – General** (Depends on your program requirements, please list expectations.)

The method of payment to EOC by DONE shall be in accordance with City and County of Denver Fiscal Rule 8.3, Procedures for Accounts Payable. The Contractor must submit expenses and accruals to DOSP on or before the 20th day of each month for the previous month's activities.

EOC shall be reimbursed or paid for services provided under this agreement according to the approved cost allocation budget, attached to and made a part of this Agreement.

Any changes to the budget must submit a Budget Modification Request form in writing and approved by the Project Manager.

EOC shall follow City and County of Denver Fiscal Rule 8.1, Procurement, which requires that at least three (3) documented quotations be secured for all purchases of services (including insurance), supplies, or other property that costs more than \$5,000.00 in the aggregate.

EOC shall submit the final invoice for reimbursement within forty-five (45) days after the end of the contract.

Contract Requirements – Trainings (Depends on your program requirements, please list expectations.)

EOC does not see any need for training on the contract specifics.

Contract Requirements – Data Tracking/Reports (Format, occurrence, deadlines, etc.)

EOC shall ensure its data reporting systems are compatible with City systems and meet City data reporting requirements. The Contractor shall be responsible for supplying and maintaining all required equipment and software.

EOC will submit a Monthly Activities Report form to accompany each invoice. The Contractor will also submit a full report detailing progress toward project outcomes on a quarterly basis.

EOC's final program report shall be submitted to DOSP within 45 days after the end of the Contract.

EOC will submit quarterly reports that include the following:

- # of Audits:
- # households or units served:

EXHIBIT A-2

- Dollars/ Funds Leveraged:
- Estimated kWh saved using the Xcel Calculator
- Estimated Therms saved using the Xcel calculator
- Annual energy dollar savings using the Xcel calculator
- Dollars savings for nonenergy benefits using the Xcel calculator number of households/buildings receiving education

Contract Requirements – Agency for Human Rights & Community Partnerships

- Organization staff may be required to meet with an Agency for Human Rights & Community Partnerships representative to debrief, share lessons learned about the contract/grant process, programming impact, etc.
- All modifications to the services and/or budget that exceeds 5% in change or more to any line item must be preapproved in writing by the Agency for Human Rights & Community Partnerships.
- Occasionally, the Denver Office of Nonprofit Engagement may request cooperation with topical evaluation projects. Contractors are expected to provide data and information to support these evaluation projects which are intended to improve the quality of services or to meet data requirements used for accountability.

ENERGY OUTREACH COLORADO- NONPROFIT ENERGY EFFICIENCY PROGRAM

SCOPE OF WORK

OVERVIEW

Vendor Information	
Organization Name:	Energy Outreach Colorado
Contact Person:	Brooke Pike
Physical Address:	225 E 16 th Ave, Denver 20203
Phone:	303-226-5060

EXHIBIT A-2

Email:

BPike@energyoutreach.org**Contract Term: 1/1/21-12/31/21****Contract Amount: \$ 304,000.00****Project/Program/Work Narrative:** (Two to three paragraphs of what agreement is for)

Energy Outreach Colorado's Nonprofit Energy Efficiency Program (NEEP) provides energy efficiency services and education for nonprofit facilities in the City and County of Denver that serve Denver's under resourced community members.

During the 15 years that EOC has been operating this program, over \$20 million have been spent on efficiency upgrades at over 300 nonprofit facilities across Colorado. This reduction in energy costs is reallocated to the nonprofit's operating budget to provide additional services to low income community members.

NEEP works on a variety of building types including homeless shelters, medical clinics, schools, community centers, nonprofit administrative offices and food banks. Buildings that are most significantly impacted by NEEP provide 24-hour services, such as safe houses and residential treatment centers.

NEEP provides a free energy efficiency assessment of each nonprofit facility. Based on the assessment findings, NEEP will work with contractors to acquire bids and manage the installation of new energy efficient equipment at the nonprofit building. Organization staff and clients will also receive information about energy conservation practices that may further reduce the nonprofit's utility bill through changes in common behaviors.

Energy efficiency measures commonly provided through NEEP:

- Lighting
- Boiler/HVAC
- Insulation
- Appliances (refrigerators)
- Air sealing
- Pipe insulation
- Low flow sink aerators and showerheads

EXHIBIT A-2

Payment Schedule: Invoicing will be submitted monthly

(Note: All 2021 expenses must be billed no later than January 20, 2022)

Location of Services

Physical Address: 225 East 16th Ave, Suite 200, Denver, CO, 80203

Neighborhood(s) Served (See map: <https://www.denvergov.org/maps/map/neighborhoods>):

Council District Served (See map: <https://www.denvergov.org/maps/map/councildistricts>):

OR

Check if Citywide

Program Description: (Narrative mission, vision, history, description of what the funds aim to achieve)

EOC's Nonprofit Energy Efficiency Program (NEEP) was established in 2006 to support nonprofits serving under resourced community members. These nonprofits were finding it financially difficult to pay utility bills at a time when gas prices were relatively high. NEEP responded to this problem by providing grant funding and project oversight to install new energy efficient equipment (ex: LED lighting, insulation, condensing HVAC equipment) in the nonprofit buildings.

The higher efficiency equipment decreases the monthly electric and gas expense so that the nonprofits can reallocate the utility bill dollars to their service delivery.

Program Services: (Program specifics (be detailed here. Include target population, location and demographic service area, detailed schedule)

Outreach:

EXHIBIT A-2

EOC provides outreach for this program by conducting workshops throughout the year to educate nonprofits about NEEP and also educates EOC cash assistance agency partners about NEEP through a statewide tour each October. EOC uses an extensive statewide outreach and application process for all of our energy efficiency programs. EOC also plans to directly contact eligible organizations that meet the guidelines that have not participated in our program to date. Currently, EOC has several Denver based nonprofit projects already scheduled for the 2021 grant cycle.

Program Screening and Enrollment:

All NEEP applicants complete an online application which collects pertinent information about the project. EOC staff and other subject matter experts review the applications in the first and second quarter of the year, determine if projects meet the eligibility requirements as they are defined in this RFP and by other funding partners including Xcel Energy, and then prioritize the projects based on need, mission, timing, etc. EOC requests that agencies participate in an orientation process and complete an internal energy use assessment prior to receiving and energy audit in order to maximize the benefits of the program. Once an application is approved, the first step in NEEP is to schedule an energy audit by an energy “expert” or consultant to identify the most cost effective changes that can be made to the existing building to save energy.

Criteria for Selection of NEEP Facilities:

The Nonprofit must be in Denver.

They must own or have a long-term lease (2 years or more in a 5-year lease) on their building and plan to stay in their building for a substantial period of time to see savings. For buildings that are not owned by the nonprofit, lease terms must be structured so that the nonprofit is directly paying for utilities.

The mission of the nonprofit must have a relationship to serving low-income populations.

Priority should be given to facilities with higher energy uses.

Priority should be given to nonprofit shared space facilities, in which four or more nonprofits are co-located for their office space.

The Audits/upgrades should be spread amongst agencies, rather than providing upgrades to multiple sites for one agency.

Priority should be focused on energy efficiency measures.

EXHIBIT A-2

Selection for upgrades should be based on a payback of 5-10 years if there is a project that EOC believes warrants moving forward, but that has a longer payback, then that would involve a discussion with DONE.

EOC efforts should work to complement DONE projects; such as the Denver Shared Space Project, Green and Healthy Homes Initiative, Denver TOD Fund and/or other City initiatives such as: Denver's Road Home.

Education:

EOC works with all NEEP recipients to develop an energy conservation education plan that is most appropriate for their clients and specific to what is funded by NEEP. This is very important to ensure that all energy savings targets are met.

The Behavior Education Program provides:

- Educational materials on understanding your utility bills
- Info on engaging building occupants to lower energy use
- Work summary that explains efficiency measures and connected conservation actions
- Stickers to remind occupants to save energy
- Presentation on saving energy & staff engagement

Energy Assessment:

An energy assessment consists of a walkthrough of the entire building(s); an assessment of existing insulation in walls, attics, ceiling cavities, crawlspaces and basements; an inspection of the existing heating source (i.e., furnace or boiler), water heater and cooling source (if applicable); and an assessment of the existing lighting and appliances. Once an audit is completed, energy conservation measures are identified and evaluated to determine which measures are the most cost effective.

Determination of Upgrades:

Based on the information from the energy audit, EOC will work with our subcontractor to determine costs for installing energy efficiency measures. Product bid solicitations will include language describing the manner in which the product will be used and language stating that products offered in the bid response shall be appropriate for that use. All prices will include the cost of labor, materials, clean-up, and removal of any old materials and proper recycling of appliances containing refrigerants or lighting materials.

Once the bids are complete, EOC will compare the cost to install the measures with the predicted energy savings provided by the energy audit to determine the most cost effective measures to be installed at each facility. The goal is to maintain an average payback of 5 to 10 years. EOC also runs an energy model to assist with determining the most cost effective measures. EOC will

EXHIBIT A-2

ideally be able to leverage funds from Xcel Energy and other private funders. The ability to leverage funds requires submitting project information to Xcel Energy to determine the level of funding/rebates they will assign each project. EOC evaluates the funding from Xcel Energy and other potential funding sources before determining the level of the City of Denver investment. In some cases, EOC asks nonprofit organizations to financially contribute to the project if there are measures that may be important but don't pass an adequate return on investment or payback for the project.

EOC will comply with federal and state laws pertaining to health and safety risk abatement, and will assure that installation of measures will not be permitted until identified health and safety risks are removed. EOC's experience is that health and safety repairs identified during the energy audit might be included in the scope of work for a facility. EOC will allow for electrical or structural repairs if necessary for the proper installation or maintenance of an energy efficiency measure.

EOC will focus funding on projects that make significant impacts on energy savings, at the same time being considerate of each nonprofits' specific program needs. EOC will assure that efficiency measures are installed in accordance with the manufacturer's directions. EOC staff/subcontractors will make routine site visits during installation to confirm vendor compliance and ensure that the property remains clean and attractive for clients and will be responsible for final inspections at every site. Final inspections will compare the completed project to the energy audit to ensure that all required measures were performed.

Program Goals/Outcomes: (Please detail your evaluation plan)

- NEEP shall ensure its data reporting systems are compatible with City systems and meet City data reporting requirements. NEEP shall be responsible for supplying and maintaining all required equipment and software.
- NEEP numbers reported will be based on Xcel calculations.
- NEEP will submit a Monthly Activities Report form to accompany each invoice. NEEP will also submit a full report detailing progress toward project outcomes on a quarterly basis.
- NEEP's final program report shall be submitted to DONE within 45 days after the end of the Contract.
- EOC will track the following:
 - # of Audits:
 - # households or units served:

EXHIBIT A-2

- Dollars/ Funds Leveraged:
- Estimated kWh saved using the Xcel Calculator
- Estimated Therms saved using the Xcel calculator
- Annual energy dollar savings using the Xcel calculator
- Dollars savings for nonenergy benefits using the Xcel calculator
- Number of households/buildings receiving education

Key Activities and Deliverables:

Goal/Objective	Activities	Timeline of completion	Deliverables (<i>Please quantify your deliverables</i>)
Energy efficiency services	Total Households/Buildings Served	12/31/21	10
Energy efficiency services	Total Households/Buildings Served: Outreach	12/31/21	10
Energy efficiency services	Total Households/Buildings Served: Education	12/31/21	10
Energy efficiency services	Total Households/Buildings Served: Audits	12/31/21	10
Energy efficiency services	Total Energy Savings: KWh	12/31/21	250,000
Energy efficiency services	Total Energy Savings: Therms	12/31/21	14,000
Energy efficiency services	Total Annual Household/Buildings Dollar Savings	12/31/21	\$50,000
Energy efficiency services	Total Funds Leveraged	12/31/21	\$300,000

EXHIBIT A-2

Budget/Budget Narrative:**Energy Outreach Colorado Efficiency
2021 Nonprofit Energy Efficiency Services****Personnel**

Jennifer Gremmert, Executive Director \$240,000 x 1% = \$2400
 Manages all contracts and budgets for the program, works to ensure leveraged funding with other EOC Programs

Luke Ilderton, Deputy Director \$158,000 x 1% = \$1580
 Provides technical expertise on all efficiency projects

Denise Stepto, Chief Communications Officer \$128,000 x 3%=\$3,840
 Oversees all education, communication around client stories, and external marketing material for the program

Josh Mitchell, Director of IT \$95,000 x 0.07% = \$665
 Oversees the platform that tracks all of DOSP project data.

Rose Reed, Director of Administration \$102,000 x 2% = \$2,040
 Assists with all accounting functions, invoicing, payroll, and human resources.

Ann Cruz, NEEP Program Manager \$65,000 x 7%=\$4,550
 Conducts technical analysis of all nonprofit buildings, manages all projects, organizes the Save Green Be Green event

Evelin Preciado, NEEP Program Coordinator \$49,000 x 20%=\$9,800
 Coordinates all trainings, applications, and process flow of projects, supports the event coordination of the Save Green Be Green event

Max Holtz, Program Coordinator \$51,000 x 5%=2,550
 Assist in the technical evaluations of NEEP

Total Personnel costs = \$27,425

Fringe Benefits

Fringe benefits supported by this contract include but are not limited to:

- Payroll Taxes, including FICA, state and local taxes, and employer contribution Social Security Insurance and Unemployment Insurance
- Medical benefits, including health insurance, vision insurance, dental insurance, short and long term disability and life insurance (percent varies based on employees' individual plans)

EXHIBIT A-2

- Employer contribution of 8% of employees' salaries to their 401K Plan.

Jennifer Gremmert

Payroll taxes	9.5% x \$2400 = \$228	
Medical benefits	7.5% x \$2400 = \$180	
401 K Plan	8% x \$2400 = \$192	Total = \$600

Luke Ilderton

Payroll taxes	9.5% x \$1580 = \$150.10	
Medical benefits	7.5% x \$1580 = \$118.50	
401 K Plan	8.0% x \$1580 = \$126.40	Total = \$395

Denise Stepto

Payroll taxes	9.5% x \$3840 = \$364.80	
Medical benefits	7.5% x \$3840 = \$288	
401 K Plan	8.0% x \$3840 = \$307.20	Total = \$960

Ann Cruz

Payroll taxes	9.5% x \$4550 = \$432.25	
Medical benefits	7.5% x \$4550 = \$341.25	
401 K Plan	8% x \$4550 = \$364	Total = \$3000

Rose Reed

Payroll taxes	9.5% x \$2,040 = \$193.80	
Medical benefits	7.5% x \$2,040 = \$153	
401 K Plan	8% x \$2,040 = \$163.20	Total = \$510

Josh Mitchell

Payroll taxes	9.5% x \$665 = \$63.18	
Medical benefits	7.5% x \$665 = \$49.88	
401 K Plan	8% x \$665 = \$53.20	Total = \$166.25

Evelin Preciado

Payroll taxes	9.5% x \$9800 = \$931	
Medical benefits	7.5% x \$9800 = \$735	
401 K Plan	8% x \$9800 = \$784	Total = \$2,450

Max Holtz

Payroll taxes	9.5% x \$2550 = \$242.25	
Medical benefits	7.5% x \$2550 = \$191.25	
401 K Plan	8% x \$2550 = \$204	Total = \$637.50

EXHIBIT A-2

Total Fringe Costs = \$6,856.25

EOC uses an allocation model for all expenses based on EOC staff time spent on various programs. For this 2020 Denver budget we took into consideration all expenses and estimated costs along with some historical perspective.

Office Expenses Includes supplies, printing and postage
 $\$83.33 \times 12 \text{ months} = \1000

Total Office Expenses Cost = \$1000

Communication: Telephone Expense – includes allocated office phones and internet
 $\$83.33 \times 12 \text{ months} = \1000

Total Communications Cost: \$1000

Insurance: EOC Insurance costs. This is a substantial expense to the organization do to the nature of going into commercial buildings and repairing and replacing equipment.
 $\$375 \times 12 = \$4,500$

Total Insurance Cost = \$4, 500**Travel Staff**

Includes mileage [\$0.545 per mile] to travel to project sites, appropriate meals and any onsite parking expenses.
 $\$20.83 \times 12 \text{ months} = \250

Total Travel Costs = \$250

Equipment Rental and Maintenance: Includes copier, postage machine leases and contracted IT services and replacements for all computers and servers.
 $\$83.33 \times 12 = \$1,000$

Total Equipment Costs: 1,000

Facility - EOC Office space is calculated based on the percent of time that EOC staff spends on various programs.
 $\$312.50 \times 12 \text{ months} = \$3,750$

Total Facility costs - \$3,750**Professional Services**

Payroll services, legal, accounting $\$16.67 \times 12 \text{ months} = \200

EXHIBIT A-2

Total Professional Services = \$200

Subcontractor

EOC will contract with various subcontractors for the evaluation, assessment and installation of Energy Efficiency Measures. The actual costs will depend on project, but will include the labor and materials.

Total Subcontractor Costs = \$258,018.80

Construction Costs: Included in subcontractor line item

Other Direct Expenses: Not applicable for this contract.

Indirect Costs: Not Applicable

Match Amount = EOC anticipates leveraging a minimum of \$300,000 from Xcel Energy and EOC private funding

Total Amount Requested from DOSP: \$304,000

Contract Requirements – General (Depends on your program requirements, please list expectations.)

The method of payment to EOC by DONE shall be in accordance with City and County of Denver Fiscal Rule 8.3, *Procedures for Accounts Payable*. The Contractor must submit expenses and accruals to DOSP on or before the 20th day of each month for the previous month's activities.

EOC shall be reimbursed or paid for services provided under this agreement according to the approved cost allocation budget, attached to and made a part of this Agreement.

Any changes to the budget must submit a Budget Modification Request form in writing and approved by the Project Manager.

EOC shall follow City and County of Denver Fiscal Rule 8.1, Procurement, which requires that at least three (3) documented quotations be secured for all purchases of services (including insurance), supplies, or other property that costs more than \$5,000.00 in the aggregate.

EOC shall submit the final invoice for reimbursement within forty-five (45) days after the end of the contract.

EXHIBIT A-2**Contract Requirements – Trainings** (Depends on your program requirements, please list expectations.)

EOC does not see any need for training on the contract specifics.

Contract Requirements – Data Tracking/Reports (Format, occurrence, deadlines, etc.)

EOC shall ensure its data reporting systems are compatible with City systems and meet City data reporting requirements. The Contractor shall be responsible for supplying and maintaining all required equipment and software.

EOC will submit a Monthly Activities Report form to accompany each invoice. The Contractor will also submit a full report detailing progress toward project outcomes on a quarterly basis.

EOC's final program report shall be submitted to DOSP within 45 days after the end of the Contract.

EOC will provide quarterly reports that include the following:

- # of Audits:
- # households or units served:
- Dollars/ Funds Leveraged:
- Estimated kWh saved using the Xcel Calculator
- Estimated Therms saved using the Xcel calculator
- Annual energy dollar savings using the Xcel calculator
- Dollars savings for nonenergy benefits using the Xcel calculator
- Number of households/buildings receiving education

Contract Requirements – Agency for Human Rights & Community Partnerships

- Organization staff may be required to meet with an Agency for Human Rights & Community Partnerships representative to debrief, share lessons learned about the contract/grant process, programming impact, etc.
- All modifications to the services and/or budget that exceeds 5% in change or more to any line item must be preapproved in writing by the Agency for Human Rights & Community Partnerships.
- Occasionally, the Denver Office of Nonprofit Engagement may request cooperation with topical evaluation projects. Contractors are expected to provide data and information to support these evaluation projects which are intended to improve the quality of services or to meet data requirements used for accountability.

