

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **ENERGY OUTREACH COLORADO**, a Colorado nonprofit corporation with its principal street office address at 225 E. 16th Avenue, Suite 200, Denver, CO 80203 (the “Contractor”), jointly “the parties”.

The parties agree as follows:

1. COORDINATION AND LIAISON: Contractor shall fully coordinate all services under the Agreement with the Director of Human Rights and Community Partnerships, (“Director”) or, the Director’s Designee. The Director hereby designates the Director of the Office of Community Partnerships (“OSP Director”) to oversee the services provided under the Agreement.

2. SERVICES TO BE PERFORMED:

(a) As the Director directs, Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in **Exhibit A** and **Exhibit B**, the Scope of Work, to the City’s satisfaction.

(b) Contractor is ready, willing, and able to provide the services required by the Agreement.

(c) Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. TERM: The Agreement will commence on January 1, 2015 and will expire on December 31, 2015 (the “Term”). Subject to the Director’s prior written authorization, Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Director.

4. COMPENSATION AND PAYMENT:

(a) **Budget:** The City shall pay and Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the line item amounts set forth in the budgets contained in **Exhibit C** and **Exhibit D**. Exhibit C is the Budget for the Scope of Work in Exhibit A and Exhibit D is the Budget for the Scope of Work in Exhibit B. Budget line items, however, may be modified with prior written approval of the Director, provided line item modifications do not cause the budget to exceed the Maximum Contract Amount. Amounts billed must be based on the rates and unit costs in **Exhibits C** and **Exhibit D** and may not exceed the budgets set forth therein.

(b) **Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement other than those expressly set forth in **Exhibit C** and **Exhibit D**. All of Contractor's other expenses are contained in the rate and budget in **Exhibit C** and **Exhibit D**.

(c) **Invoicing:** Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under the Agreement.

(d) **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00)** (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 Contractor beyond that specifically described in **Exhibit A** and **Exhibit B**. Any services performed beyond those in **Exhibit A** and **Exhibit B** are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. **STATUS OF CONTRACTOR:** Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. **TERMINATION:**

(a) The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to Contractor. However, nothing gives Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Director.

(b) Notwithstanding the preceding paragraph, the City may terminate the Agreement if Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

(c) Upon termination of the Agreement, with or without cause, Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

(d) If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in Contractor's possession, custody, or control by whatever method the City deems expedient. Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

7. EXAMINATION OF RECORDS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

8. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. INSURANCE:

(a) **General Conditions:** Contractor agrees to secure, at or before the time of execution of the Agreement, the following insurance covering all operations, goods or services provided pursuant to the Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of the Agreement and shall reference the City contract number listed on the signature page of the Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in the

Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Contractor. Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under the Agreement.

(b) Proof of Insurance: Contractor shall provide a copy of the Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under the Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit E**, preferably an ACORD certificate, complies with all insurance requirements of the Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in the Agreement shall not act as a waiver of Contractor's breach of the Agreement or of any of the City's rights or remedies under the Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

(c) Additional Insureds: For Commercial General Liability, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(d) Waiver of Subrogation: For all coverages required under the Agreement, Contractor's insurer shall waive subrogation rights against the City.

(e) Subcontractors: All subcontractors (including independent contractors, suppliers or other entities providing goods or services required by the Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors upon request by the City.

(f) Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into the Agreement, that none of Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of the Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes the Agreement.

(g) Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

(h) **Business Automobile Liability**: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under the Agreement.

(i) **Professional Liability(Errors & Omissions)**: Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

(j) **Additional Provisions**:

(i) For Commercial General Liability, the policy must provide the following:

(A) That the Agreement is an Insured Contract under the policy;

(B) Defense costs are outside the limits of liability;

(C) A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and

(D) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City

(ii) For claims-made coverage:

(A) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(B) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

10. DEFENSE AND INDEMNIFICATION:

(a) Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under the Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

(b) Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

(c) Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

(d) Insurance coverage requirements specified in the Agreement shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

(e) The defense and indemnification obligation shall survive the expiration or termination of the Agreement.

11. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property

12. ASSIGNMENT; SUBCONTRACTING: Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under the Agreement without obtaining the Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of the Agreement by the City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

13. INUREMENT: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

14. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

15. NO AUTHORITY TO BIND CITY TO CONTRACTS: Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

16. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

17. CONFLICT OF INTEREST:

(a) No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, *et seq.* or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

(b) Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of Contractor by placing Contractor's own interests, or the interests of any party with whom Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given Contractor written notice describing the conflict.

18. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City as set forth below. Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

Director of Human Rights & Community Partnerships or Designee
201 West Colfax Avenue, Dept. 1102
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

19. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

(a) The Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

(b) Contractor certifies that:

- (1) At the time of its execution of the Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

(c) Contractor also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a subcontractor that fails to certify to Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement, through participation in either the E-Verify Program.
- (4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three (3) days. Contractor will also then terminate such subcontractor if within three (3) days after such notice the subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

(d) Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate the Agreement for a breach of the Agreement. If the Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

20. DISPUTES: All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Director as defined in the Agreement.

21. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District.

22. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. Contractor shall insert the foregoing provision in all subcontracts.

23. COMPLIANCE WITH ALL LAWS: Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

24. LEGAL AUTHORITY: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

25. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

26. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

27. INTELLECTUAL PROPERTY RIGHTS: The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by Contractor and paid for by the City pursuant to the Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. Contractor shall disclose all such items to the City and shall register such items in the name of the City and County of Denver unless the Director directs otherwise in writing. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," Contractor (by the Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity

28. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

29. ADVERTISING AND PUBLIC DISCLOSURE: Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of Contractor's advertising or public relations materials without first obtaining the written approval of the Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. Contractor shall notify the Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

30. CITY EXECUTION OF AGREEMENT: The Agreement will not be 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.

31. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other

modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

32. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

33. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

34. COUNTERPARTS OF THE AGREEMENT: The Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

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Contract Control Number: HRCRS-201418090-00

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:

D. Scott Martinez, Attorney for the
City and County of Denver

By _____

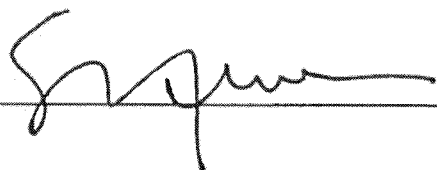
By _____

By _____



Contract Control Number: HRCRS-201418090-00

Contractor Name: Energy Outreach Colorado

By: 

Name: Sanders Arnold
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A

2015 SCOPE OF WORK ENERGY OUTREACH COLORADO NONPROFIT ENERGY EFFICIENCY SERVICES PROGRAM (NEEP)

1.0 SCOPE

1.1 Services: Energy Outreach Colorado (EOC), (Contractor) shall provide energy efficiency services, weatherization upgrades, and resident education for nonprofit facilities in the City and County of Denver. Specific services include:

1.1.1 Outreach:

1.1.1.1 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 2015 grant cycle.

1.1.2 Program Screening and Enrollment:

1.1.2.1 All NEEP applicants complete an online application which collects pertinent information about the project. EOC staff and other subject matter experts review the applications three times a 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.

1.1.3 Criteria for Selection of NEEP Facilities:

1.1.3.1 The Nonprofit must be in Denver.

1.1.3.2 They must own or have a long-term lease (2 years or less 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.

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

EXHIBIT A

- 1.1.3.4 Priority should be given to facilities with higher energy uses.
 - 1.1.3.5 Priority should be given to nonprofit shared space facilities, in which four or more nonprofits are co-located for their office space.
 - 1.1.3.6 The Audits/upgrades should be spread amongst agencies, rather than providing upgrades to multiple sites for one agency.
 - 1.1.3.7 Priority should be focused on energy efficiency measures over nonrenewables.
 - 1.1.3.8 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 DOSP.
 - 1.1.3.9 EOC efforts should work to complement DOSP 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.
- 1.1.4 Education:
- 1.1.4.1 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. This includes an initial meeting with staff to recognize the target audience for conservation education, reviewing the measures installed and identifying appropriate behavior changes to maximize the savings benefits and selecting appropriate presentations for the target audience. EOC provides Energy Conservation presentations for up to twelve months after the measures are installed to assist the organization in adopting significant behavior changes around energy usage. EOC will require each recipient to create an Energy Team to develop a plan that will address occupant behavior, understand and track their utility bills, incorporate energy saving protocols into their building maintenance and share their stories with other nonprofits; components which will help to ensure that energy savings targets are being met. Through recent program experience we have learned that the challenge is to affect behavior permanently. Information and education are key elements to change knowledge into action. EOC will also tackle the issue of providing long-lasting behavior change by conducting two types of facility maintenance trainings for Denver NEEP recipients; one training for the do-it-all nonprofit staffer and a separate training for the more equipment savvy facility manager staff member. In addition some MFW recipients may benefit from retro-commissioning. Retro-commissioning involves recording

EXHIBIT A

existing operating conditions and monitoring real time energy consumption with data loggers, then changing those existing conditions and control strategies to achieve additional energy savings without equipment replacement. This can be helpful to ensure that recently installed new equipment has been programmed to operate as efficiently as possible. The installation of data logging devices to measure energy consumption during the retro-commissioning process and provide immediate feedback can help multifamily buildings cut energy consumption by as much as 15-20% with little to no capital improvement cost.

1.1.5 Energy Audits:

- 1.1.5.1 An energy audit 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. Currently, EOC is working with Group 14 Engineering, a woman owned engineering firm.

1.1.6 Minor Upgrades or NEEP Lite:

- 1.1.6.1 EOC is frequently challenged by major renovations that might be seeking LEED certification or smaller projects who need one or two pieces of equipment replaced that have very little leveraging opportunity with our utility partners. These projects need EOC's guidance and support, but in the end, EOC makes a larger investment of time that will not be supported by significant energy savings. Often times, these projects are paying large consulting fees to numerous architects, engineers, and developers who already know what efficient building equipment needs to be part of the design. As part of a new process to the NEEP program, EOC would like to offer a more streamlined version of our traditional NEEP model called "NEEP Lite". EOC would still conduct the building assessment, perform the savings calculations, and conduct an action team meeting to discuss energy conservation behavior changes in the building. The organization would collect all of the bids, manage the building improvement upgrades, and invoice EOC when the project is complete. EOC would then schedule an inspection to ensure all of the funded measures were properly installed. This process would also be appropriate for more recently constructed buildings that only need minor control changes or an upgraded building management system to control relatively newer equipment.

1.1.7 Major Upgrades:

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- 1.1.7.1 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.
- 1.1.7.2 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 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 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.
- 1.1.7.3 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.
- 1.1.7.4 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.

1.1.8 Follow Up:

- 1.1.8.1 For each NEEP project completed, EOC reviews utility bill data and tracks gas and electric consumption to determine energy savings. This piece is critical to ensure efficient use of funds and maximization of energy savings. EOC collects utility bills from NEEP recipients for up to one year after implementation and compares it to utility bills collected prior to work being completed to track actual savings as

EXHIBIT A

seen by the facility. EOC uses Energy CAP software to help us improve our process for reviewing utility bills. This is an excellent tool to demonstrate to clients how energy efficiency improvements coupled with conservation/behavior changes are really saving therms, KWh and money on their utility bills. In addition to utility bill analysis, EOC will administer a survey to NEEP recipient organizations to assess their experience with NEEP.

1.2 Projected Measurable Outcomes:

	Contract Goal	(Optional) Total Funds Leveraged for Activity	(Optional) Total Dollar Savings for Activity
Total Households/Buildings Served	14		
Total Households/Buildings Served: Outreach	14		
Total Households/ Buildings Served: Education	14		
Total Households/ Buildings Served: Audits	12		
Total Households/ Buildings Served: Minor Upgrades	2		
Total Households/ Buildings Served: Major Upgrades	12		
Total Energy Savings: KWh	450,000		
Total Energy Savings: Therms	25,000		
Total Annual Household/Buildings Dollar Savings	\$85,000		
Total Funds Leveraged	\$500,000		

2.0 Programmatic and Performance Requirements

2.1 Data Collection and Reporting

2.1.1 Contractor will collect and report all activities in the database system SALESFORCE.COM (which is informally known within the City as Denver Energy Efficiency Customer Management System (CMS) on a bi-annual basis due on July 20th and January 20th in accordance with City policies and procedures. (Contractor will comply with and be subject to the terms and provisions contained in Exhibit D, *SalesForce.com Subscription Agreement*, a copy of which is attached to the Agreement and incorporated herein by reference.

EXHIBIT A

- 2.1.2 The Contractor 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.
- 2.1.3 The Contractor 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.
- 2.1.4 The Contractor's final program report shall be submitted to DOSP within 45 days after the end of the Contract.

3.0 ADMINISTRATIVE REQUIREMENTS

3.1 Compensation and Methods of Payment

- 3.1.1 The method of payment to the Contractor by DOSP 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.
- 3.1.2 The Contractor 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.
- 3.1.3 Any changes to the budget must submit a Budget Modification Request form in writing and approved by the Project Manager.
- 3.1.4 The Contractor 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.
- 3.1.5 The Contractor shall submit the final invoice for reimbursement within forty-five (45) days after the end of the contract.

3.2 Communication

- 3.2.1 Contractors using website, radio or television announcements, newspaper advertisements, press releases, pamphlets, mail campaigns, or any other method to market or publicize activities funded by the Denver Office of Strategic Partnerships (DOSP) shall acknowledge DOSP as a source of funding and include the following statement in all relevant communication material: "The funding source for this activity is the Denver Office of Strategic Partnerships."

3.3 Close-Out

- 3.3.1 The Contractor shall prepare and submit the required DOSP contract closeout reports within sixty (60) days of the expiration date of this contract. The closeout package will be sent to the Contractor prior to the end of the contract.

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DOSP reserves the right to automatically closeout the contract after sixty (60) days if there are no disallowed costs pending. Once the contract closeout is complete, no further reimbursements will be allowed. Prior to reimbursement for the last invoice, DOSP will review participant files in accordance with DOSP Closeout Policy.

EXHIBIT B

2015 SCOPE OF WORK ENERGY OUTREACH COLORADO MULTI-FAMILY UNIT ENERGY EFFICIENCY PROGRAM

1.0 Scope

- 1.1 Services: Energy Outreach Colorado (EOC), (Contractor), shall provide energy efficiency services, weatherization upgrades, and resident education for multi-family residential units in the City and County of Denver. Specific services include:

1.1.1 Outreach:

- 1.1.1.1 EOC will use its existing Multi-family Weatherization (MFW) 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 DOSP, and direct marketing by local professional energy auditors, EOC will identify properties to meet the goals of this funding.

1.1.2 Program Screening and Enrollment:

- 1.1.2.1 All multi-family grant recipients are required to use EOC's online, web-based application to submit for MFW funding. This format ensures a competitive, uniform application process and a fair comparison between projects during the selection process. The online application is password protected and has the most current online security safeguards. Multi-family grant applications must pass a series of checklists prior to final selection and notification. EOC staff will ensure eligibility and work with a volunteer grant selection committee comprised of building science professionals unrelated to any of the applicants. The committee will evaluate each application and compare the project against the following criteria: 1) client eligibility including client priorities is already in accordance with this RFP and from other funders; and 2) property eligibility which evaluates acceptable property type and occupancy status. If an application passes all of the criteria, the grant selection committee will review the initial energy audit reports with calculated energy savings and Savings to Investment Ratio (SIR) for each recommended weatherization measure. 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.

1.1.3 Education:

All applicants who are applying for MFW are encouraged to develop an energy efficiency education plan that is most appropriate for their clients and specific to the weatherization measures that are installed. Effective client education resulting in energy consumption behavior change can increase the energy savings of the installed weatherization measures. EOC will require each recipient to create an Energy Team to develop

EXHIBIT B

a plan that will address occupant behavior, understand and track their utility bills, incorporate energy saving protocols into their building maintenance and share their stories with other multifamily building organizations; components which will help to ensure that energy savings targets are being met. Through recent program experience we have learned that the challenge is to affect behavior permanently. Information and education are key elements to change knowledge into action. EOC will tackle the issue of providing long-lasting organizational behavior change by conducting a facility maintenance trainings for Denver multifamily recipients that property managers and facility managers of these building will be required to attend. In addition, some MFW recipients may benefit from retro-commissioning. Retro-commissioning involves recording existing operating conditions and monitoring real time energy consumption with data loggers, then changing those existing conditions and control strategies to achieve additional energy savings without equipment replacement. This can be helpful to ensure that recently installed new equipment has been programmed to operate as efficiently as possible. The installation of data logging devices to measure energy consumption during the retro-commissioning process and provide immediate feedback can help multifamily buildings cut energy consumption by as much as 15-20% with little to no capital improvement cost.

1.1.4 Energy Audits:

- 1.1.4.1 EOC will work with certified energy auditor to assess the site for energy savings and energy related health and safety problems. Currently EOC works with *Group 14 Engineering*, a woman-owned engineering firm. Energy auditors will also evaluate the following: combustion efficiency and safety, air leakage, thermal performance, electrical safety and base-load testing, and indoor air quality and moisture inspection. Energy Modeling is then completed to ensure that the payback periods for measures average approximately 5-10 years. Measures that have a longer payback require an owner contribution to complete them. The final energy audit report will be submitted to EOC for processing and implementation. EOC will consult with the applicant with the final energy audit report with recommended weatherization measures.

1.1.5 Major Upgrades:

- 1.1.5.1 For larger projects, EOC will focus funding on projects that make significant impacts on energy savings, at the same time being considerate of the applicant's need to keep the property clean and attractive for clients. EOC will assure that weatherization measures are installed in accordance with the manufacturer's directions. EOC staff will make routine site visits during installation to confirm vendor compliance. EOC will work with the applicant to meet the bidding requirements for installing energy efficiency measures. Product bid

EXHIBIT B

solicitations and procurement 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. EOC will ensure that E-Verify must be used for all subcontractors. The bid specifications, complete lighting and mechanical inventory of existing equipment, and the recommendations in the executive summary of the audit serve as the scope of work for the bidding contractor. RFPs are published for each project and mandatory bidder's meetings are set to avoid any confusion about existing site conditions. An extensive submittal list is required to properly evaluate each bid and each bid is individually scored based on price, design, and submittal requirements. EOC project managers, the senior energy engineer, and the awarded engineering firm review all submittals and correspond with contractors about any questions regarding their retrofit strategy. Once the project enters into contract, EOC staff, the selected contractor, and the design engineers meet regularly during the construction phase to ensure total compliance with design intent and consult on unforeseen site conditions.

1.1.6 Follow Up:

- 1.1.6.1 EOC staff will take an active role during project implementation with ongoing site visits. In addition, EOC staff will be responsible for final inspections at every multi-family site. Final inspections will compare the completed project to the energy audit to ensure that all required procedures were performed. The final inspection will also verify the accuracy of the audit including measures that may have been omitted. Health and safety requirements will also be reviewed at this time. EOC will sign off on all projects after they have passed final inspection.

1.2 Projected measurable outcomes include:

	Contract Goal
Total Households Served	375
Total Households Served: Outreach	375
Total Households Served: Education	375
Total Households Served: Audits	375
Total Households Served: Minor Upgrades	100
Total Households Served: Major Upgrades	275
Total Energy Savings: KWh	350,000

EXHIBIT B

	Contract Goal
Total Energy Savings: Therms	65,000
Total Annual Household Dollar Savings	\$120,000
Total Funds Leveraged	\$300,000

2.0 Programmatic and Performance Requirements

2.1 Data Collection and Reporting

- 2.1.1 Contractor will collect and report all activities in the database system SALESFORCE.COM (which is informally known within the City as Denver Energy Efficiency Customer Management System (CMS) on a bi-annual basis due on July 20th and January 20th in accordance with City policies and procedures. (Contractor will comply with and be subject to the terms and provisions contained in Exhibit D, *SalesForce.com Subscription Agreement*, a copy of which is attached to the Agreement and incorporated herein by reference.
- 2.1.2 The Contractor 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.
- 2.1.3 The Contractor 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.
- 2.1.4 The Contractor's final program report shall be submitted to DOSP within 45 days after the end of the Contract.

3.0 Administrative Requirements

3.1 Compensation and Methods of Payment

- 3.1.1 The method of payment to the Contractor by DOSP 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.
- 3.1.2 The Contractor 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.
- 3.1.3 Any changes to the budget must submit a Budget Modification Request form in writing and approved by the Project Manager.

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3.1.4 The Contractor 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.

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

3.2 Communication

3.2.1 Contractors using website, radio or television announcements, newspaper advertisements, press releases, pamphlets, mail campaigns, or any other method to market or publicize activities funded by the Denver Office of Strategic Partnerships (DOSP) shall acknowledge DOSP as a source of funding and include the following statement in all relevant communication material: "The funding source for this activity is the Denver Office of Strategic Partnerships."

3.3 Close-Out

3.3.1 The Contractor shall prepare and submit the required DOSP contract closeout reports within sixty (60) days of the expiration date of this contract. The closeout package will be sent to the Contractor prior to the end of the contract. DOSP reserves the right to automatically closeout the contract after sixty (60) days if there are no disallowed costs pending. Once the contract closeout is complete, no further reimbursements will be allowed. Prior to reimbursement for the last invoice, DOSP will review participant files in accordance with DOSP Closeout Policy.

EXHIBIT C

Program Budget and Cost Allocation Plan Summary

Program Year: 2015

Contractor Name: Energy Outreach Colorado

Project : 2015 Nonprofit Energy Efficiency Program

Contract Dates: 1/1/15 to 12/31/15

Budget Category	Agency Total (All Funding Sources)	Project Costs		City & County of Denver Funding	Total Federal Funding	Other Non-Federal Funding		Agency Total
		Total	%			Amount	%	
Personnel: Name and Job Title								
Jennifer Grenniert, Deputy Director	\$160,000.00	2,000	1.33%		7,000	141,000	94%	150,000
Luke Heferton, Senior Engineer	\$96,000.00	4,000	4.21%		40,000	51,000	54%	95,000
Hilary Taylor, Program Manager, NEEP	\$60,000.00	20,000	33.33%			40,000	67%	60,000
Rose Reed, Director of Administrative Services	\$80,000.00	5,000	6.25%		10,000	65,000	81%	80,000
Lalo Diaz, Program Manager	\$50,000.00	11,000	22.00%			39,000	78%	50,000
Cristi Garcia, Program Administration	\$45,000.00	2,500	5.56%		5,000	37,500	83%	45,000
Name, Job Title								
Name, Job Title								
Name, Job Title								
Name, Job Title								
Total Salary:	480,000	44,500	9.27%	0.00%	62,000	373,500	78%	480,000
Fringes	\$120,000.00	11,125	9.27%	0.00%	15,500	93,375	78%	120,000
Salary and Fringe Total:	600,000	55,625	9.27%	0.00%	77,500	466,875	78%	600,000
Non-Personnel:	Total	Amount	%	Amount	Amount	Amount	%	%
Office Expenses, Supplies & Equipment/postage, printing	\$250,000.00	2,750	1.10%		11,250	238,000	94%	250,000
Communication (telephone expense)	\$125,000.00	1,250	1.00%		4,000	119,750	96%	125,000
Insurance	\$55,000.00	1,500	2.73%		20,000	33,500	61%	55,000
Travel - Staff (mileage, meals, big parking)	\$115,000.00	1,500	1.30%		43,000	70,500	61%	115,000
Travel - Client	\$0.00							
Equipment rental and maintenance	\$45,000.00	3,500	7.29%		12,500	32,000	67%	48,000
Facilities	\$94,000.00	6,000	6.38%		27,960	60,040	64%	94,000
Educational Materials - Customers								
Meetings/Events								
Professional Services - (Payroll, work comp, HR services	\$10,000.00	500	5.00%		3,000	6,500	65%	10,000
Professional Services - (Legal)	\$20,000.00		0.00%			20,000	100%	20,000
Professional Services - (Accountant)	\$38,000.00	500	1.32%		10,000	27,500	72%	38,000
Subcontractor (Energy conservation materials/Labor)	\$7,500,000.00	514,375	6.86%		750,000	6,235,625	83%	7,500,000
Subcontractor (Audits, evaluation, modeling, education)	\$400,000.00	37,500	9.38%		40,000	322,500	81%	400,000
Subcontractor (Specify)								
Other Direct Expense (specify)								
Other Direct Expense (specify)								
Other Direct Expense (specify)								
Other Direct Expense (specify)								
Construction Costs								
Indirect Costs								
Total Non-Personnel	8,655,000	569,375	6.58%	0.00%	921,710	7,163,915	83%	8,655,000
Total Project Cost	9,255,000	625,000	6.75%	0.00%	999,210	7,630,790	82%	9,255,000
Program Income (through funded activities)								
Non-Project:	Total	Amount	%	Amount	Amount	Amount	%	%
Personnel Costs:	836,175		0.00%	0	50,000	786,175	94%	836,175
Non-Personnel Costs:	700,000		0.00%	0	400,000	300,000	43%	700,000
Other (Specify): other grant payments	7,125,000		0.00%	0	0	7,125,000	100%	7,125,000
Total Non-Project Cost	8,661,175		0.00%	0.00%	450,000	8,211,175	94.80%	8,661,175
Grand Total	17,916,175	625,000	3%	0.00%	1,449,210	15,841,965	88%	17,916,175

EXHIBIT C

Budget Narrative Energy Outreach Colorado Nonprofit Energy Efficiency Services 2015

Personnel

Jennifer Gremmert, Deputy Director \$150,000 x 1.33% = \$2,000
Conducts outreach on project, manages all contracts and budgets for the program, works to ensure leveraged funding with other EOC Programs

Luke Ilderton, Director of Energy Efficiency Programs \$95,000 x 4.21% = \$4,000
Provides technical expertise on all efficiency projects, oversees audit process, modeling and assessment of all efficiency measures.

Hilary Taylor, Program Manager, NEEP \$60,000 x 33.33% = \$20,000
Oversees all NEEP program operations and manages processes.

Rose Reed, Director of Administration \$80,000 x 6.25% = \$5,000
Oversees all accounting functions, invoicing, payroll, and human resources.

Lalo Diaz, Project Manager \$50,000 x 22% = \$11,000
Manages NEEP operations and manages contractors.

Cristi Garcia, Project Administrator \$45,000 x 5.56% = \$2,500
Oversees NEEP invoicing and manages processes.

Total Personnel costs = \$44,500

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.

Jennifer Gremmert

Payroll taxes	9.5% x \$2,000 = \$190	
Medical benefits	7.5% x \$2,000 = \$150	
401 K Plan	8% x \$2,000 = \$160	Total=\$500

Luke Ilderton

Payroll taxes	9.5% x \$4,000=\$380
Medical benefits	7.5% x \$4,000=\$300

EXHIBIT C

401 K Plan	8% x \$4,000=\$320	Total=\$1,000
Hilary Taylor		
Payroll taxes	9.5% x \$20,000=\$1,900	
Medical benefits	7.5% x \$20,000=\$1,500	
401 K Plan	8% x \$20,000=\$1,600	Total=\$5,000
Rose Reed		
Payroll taxes	9.5% x \$5,000=\$475	
Medical benefits	7.5% x \$5,000=\$375	
401 K Plan	8% x \$5,000=\$400	Total=\$1,250
Lalo Diaz		
Payroll taxes	9.5% x \$11,000=\$1,045	
Medical benefits	7.5% x \$11,000=\$825	
401 K Plan	8% x \$11,000=\$880	Total=\$2,750
Cristi Garcia		
Payroll taxes	9.5% x \$2,500=\$237.50	
Medical benefits	7.5% x \$2,500=\$187.50	
401 K Plan	8% x \$2,500=\$200	Total=\$625
Total Fringe Costs = \$11,125		

EOC uses an allocation model for all expenses based on EOC staff time spent on various programs. For this 2015 Denver NEEP budget we took into consideration all expenses and estimated costs along with some historical perspective.

Office Expenses – Includes supplies, printing and postage.

\$218 x 12 months = \$2,750

Total Office Expenses Cost = \$2,750

Communication: Telephone Expense – includes allocated office phones and internet.

\$104.16 x 12 months = \$1,250

Total Communications Cost: \$1,250

Insurance: EOC Insurance costs

\$125 x 12 months

Total Insurance Cost = \$1,500

Travel Staff

Includes mileage [\$0.55 per mile] to travel to project sites, appropriate meals and any onsite parking expenses

\$125 x 12 months = \$1,500

Total Travel Costs = \$1,500

EXHIBIT C

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

$\$291.66 \times 12 \text{ months} = \$3,500$

Total Equipment Costs: \$ 3,500

Facility

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

$\$500 \times 12 \text{ months} = \$6,000$

Total Facility costs - \$6,000

Professional Services

Payroll services and accounting services

$\$83.33 \times 12 \text{ months} = \$1,000$

Total Professional Services = \$1,000

Subcontractor

EOC will contract with various subcontractors for installation of Energy Efficiency Measures – The actual costs will depend on project, but will include the labor and materials. The anticipated expenses charged to this budget are calculated as follows:

$14 \text{ projects (estimated)} \times \$36,741 \text{ (average)} = \$514,375$

EOC will contract with selected commercial auditors to provide energy audits, recommissioning services, education and evaluation of projects. The anticipated expenses charged to this budget are calculated as follows:

$12 \text{ projects (estimated)} \times \$3,125 \text{ (average)} = \$37,500$

EOC projects are selected through a competitive selection process. Since we don't know exactly which projects will be selected for 2015 the above figures are estimates. Denver funds are leveraged with other funding from Xcel Energy and other private funders. Once a project is selected and goes through an energy audit or assessment, we then collect bids to determine which energy efficiency measures are the most cost effective. The number of measures and the cost of those measures vary greatly from project to project. Our goal is to leverage Denver's funds as much as we can maximizing the number of projects served as well as the potential energy savings achieved.

Total Subcontractor Costs = \$551,875

Construction Costs: Included in subcontractor line item

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

Total Amount Requested for EOC's NEEP for 2015: \$625,000

EXHIBIT D

Program Budget and Cost Allocation Plan Summary

Program Year: 2015

Energy Outreach Colorado

2015 Multi-family Energy Efficiency Program

1/1/15 to 12/31/15

Contractor Name:

Project :

Contract Dates:

Budget Category	Agency Total (All Funding Sources)	Project Costs		City & County of Denver Funding		Total Federal Funding		Other Non-Federal Funding		Agency Total	
		Total	%	Total	%	Total	%	Total	%	Total	%
Personnel: Name and Job Title											
Jennifer Gremmert, Deputy Director	\$150,000.00	2,000	1.33%	0.00%	0.00%	7,000	4.67%	141,000	94%	150,000	100%
Luke Ibertson, Director Energy Efficiency	\$95,000.00	4,000	4.21%	0.00%	0.00%	40,000	42.11%	51,000	54%	95,000	100%
Andy Coker, Project Manager	\$60,000.00	15,000	25.00%	0.00%	0.00%	-	0.00%	45,000	75%	60,000	100%
Rosa Reed, Director of Administrative Services	\$60,000.00	5,000	8.33%	0.00%	0.00%	10,000	16.67%	85,000	141.67%	80,000	100%
Name, Job Title			#VALUE!		#VALUE!		#VALUE!		#VALUE!		#VALUE!
Name, Job Title			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
Name, Job Title			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
Name, Job Title			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
Name, Job Title			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
Name, Job Title			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
Name, Job Title			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
Total Salary:	385,000	26,000	6.75%	0.00%	0.00%	57,000	14.81%	302,000	78%	385,000	100%
Fringes	96,250	6,500	6.75%	0.00%	0.00%	14,250	14.81%	75,500	78%	96,250	100%
Salary and Fringe Total:	481,250	32,500	6.75%	0.00%	0.00%	71,250	14.81%	377,500	78%	481,250	100%
Non-Personnel:	Total	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%
Office Expenses, Supplies, postage, printing	\$250,000.00	750	0.30%	0.00%	0.00%	11,250	4.50%	238,500	95%	250,000	100%
Communication	\$125,000.00	600	0.48%	0.00%	0.00%	4,000	3.20%	120,400	96%	125,000	100%
Insurance	\$55,000.00	500	0.91%	0.00%	0.00%	20,000	36.36%	34,500	63%	55,000	100%
Travel - Staff mileage, meals, blog parking	\$115,000.00	500	0.43%	0.00%	0.00%	43,000	37.39%	71,500	62%	115,000	100%
Travel - Client			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
Equipment rental and leases	\$48,000.00	2,000	4.17%	0.00%	0.00%	12,500	26.04%	33,500	70%	48,000	100%
Facilities	\$94,000.00	3,750	3.99%	0.00%	0.00%	27,960	29.74%	62,290	66%	94,000	100%
Educational Materials - Customers			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
Meetings/Events			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
Professional Services - (Payroll, work comp, HR ser	\$10,000.00	500	5.00%	0.00%	0.00%	3,000	30.00%	6,500	65%	10,000	100%
Professional Services - (Specify, ie., Legal)	\$20,000.00		0.00%	0.00%	0.00%	10,000	26.32%	20,000	100%	20,000	100%
Professional Services - (Specify, ie., Accountant)	\$38,000.00		0.00%	0.00%	0.00%	10,000	26.32%	28,000	74%	38,000	100%
Subcontractor (energy conservation materials and i	\$7,500,000.00	323,900	4.32%	0.00%	0.00%	750,000	10.00%	6,426,100	86%	7,500,000	100%
Subcontractor (audits, evaluation, modeling, educat	\$400,000.00	10,000	2.50%	0.00%	0.00%	40,000	10.00%	350,000	88%	400,000	100%
Subcontractor (Specify)			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
Other Direct Expense (specify)			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
Other Direct Expense (specify)			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
Other Direct Expense (specify)			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
Other Direct Expense (specify)			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
Construction Costs			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
Indirect Costs			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
Total Non-Personnel	8,655,000	342,500	3.96%	0.00%	0.00%	921,710	10.65%	7,391,290	85%	8,655,000	100%
Total Project Cost	9,136,250	375,000	4.10%	0.00%	10,870	0.12%	7,768,790	85%	9,136,250	100%	
Program Income (through funded activities)											
Non-Project:	Total										
Personnel Costs	836,175		0.00%	0.00%	0.00%	250,000	0.2989805	586,175	70%	836,175	100%
Non-Personnel Costs:	700,000		0.00%	0.00%	0.00%	100,000	0.1428571	600,000	86%	700,000	100%
Other (Specify) other grant payments	7,125,000		0.00%	0.00%	0.00%	0	0	7,125,000	1	7,125,000	100%
Total Non-Project Cost	8,661,175		0.00%	0.00%	0.00%	350,000	4.04%	8,311,175	95.96%	8,661,175	100.00%
Grand Total	17,797,425	375,000	2%	0.00%	1,342,860	7.55%	16,079,965	90%	17,797,925	100%	

EXHIBIT D

**Budget Narrative
Energy Outreach Colorado
Denver Residential Energy Efficiency Services
2015**

Personnel

Jennifer Gremmert, Deputy Director \$150,000 x 1.33% = \$2,000
Conducts outreach on project, manages all contracts and budgets for the program, works to ensure leveraged funding with other EOC Programs

Luke Ilderton, Director of Energy Efficiency Programs \$95,000 x 4.21% = \$4,000
Provides technical expertise on all efficiency projects, oversees audit process, modeling and assessment of all efficiency measures.

Andy Caler, Project Manager, Multi-Family Efficiency \$60,000 x 25% = \$15,000
Oversees all Multi-family program operations and manages processes.

Rose Reed, Director of Administration \$80,000 x 6.25% = \$5,000
Oversees all accounting functions, invoicing, payroll, and human resources.

Total Personnel costs = \$26,000

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.

Jennifer Gremmert

Payroll taxes	9.5% x \$2,000 = \$190	
Medical benefits	7.5% x \$2,000 = \$150	
401 K Plan	8% x \$2,000 = \$160	Total=\$500

Luke Ilderton

Payroll taxes	9.5% x \$4,000=\$380	
Medical benefits	7.5% x \$4,000=\$300	
401 K Plan	8% x \$4,000=\$320	Total=\$1,000

Andy Caler

Payroll taxes	9.5% x \$15,000=\$1,425	
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EXHIBIT D

Medical benefits	7.5% x \$15,000=\$1,125	
401 K Plan	8% x \$15,000=\$1,200	Total=\$3,750

Rose Reed

Payroll taxes	9.5% x \$5,000=\$475	
Medical benefits	7.5% x \$5,000=\$375	
401 K Plan	8% x \$5,000=\$400	Total=\$1,250

Total Fringe Costs = \$6,500

EOC uses an allocation model for all expenses based on EOC staff time spent on various programs. For this 2015 Denver budget we took into consideration all expenses and estimated costs along with some historical perspective.

Office Expenses Includes supplies, printing and postage
\$62.25 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.
\$41.66 x 12 = \$500

Total Insurance Cost = \$500

Travel Staff

Includes mileage [\$0.55 per mile] to travel to project sites, appropriate meals and any onsite parking expenses
\$41.66 x 12 months = \$500

Total Travel Costs = \$500

Equipment Rental and Maintenance: Includes copier, postage machine leases and contracted IT services and replacements for all computers and servers.
\$166.66 x 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 x 12 months = \$3,750

EXHIBIT D

Total Facility costs - \$3,750

Professional Services

Payroll services \$41.66 x 12 months = \$500

Total Professional Services = \$500

Subcontractor

EOC will contract with various subcontractors for installation of Energy Efficiency Measures – The actual costs will depend on project, but will include the labor and materials. EOC projects are selected through a competitive selection process. The anticipated expenses charged to this budget are calculated as follows:

Projects - 375 units x \$863/unit = \$323,900

Since we don't know exactly which projects will be selected for 2015 the above figures are estimates. Denver funds are leveraged with other funding from Xcel Energy and other private funders. Once a project is selected and goes through an energy audit or assessment, we then collect bids to determine which energy efficiency measures are the most cost effective. The number of measures and the cost of those measures vary greatly from project to project. Our goal is to leverage Denver's funds as much as we can maximize the number of projects served as well as the potential energy savings achieved. The retro commissioning projects will end costing less per unit while the major upgrades will be more so we do our best to estimate in this budget process.

EOC will contract with RFP-selected commercial auditors to provide energy audits, recommissioning, education and evaluation of projects. EOC is doing more of its own audits for multi-family due to the increased technical knowledge of the staff so we reduced this line item compared to last year. The anticipated expenses charged to this budget are calculated as follows:

600 units (estimated) = \$10,000

Total Subcontractor Costs = \$333,900

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, CEO and other funders.

Total Amount Requested for EOC Multi-family Program: \$375,000



EXHIBIT E

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/7/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: The Wright Group, Inc. 1873 S Bellaire St Ste 600 Denver CO 80222
INSURED: Energy Outreach Colorado 225 E 16th Ave Ste 200 Denver CO 80203
CONTACT NAME: twg360@twgservices.com
INSURER(S) AFFORDING COVERAGE: GEMINI INS CO, PINNACOL ASSUR, WESTCHESTER SURPLUS LINES INS CO

COVERAGES CERTIFICATE NUMBER: 323527040 REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Contractors Pollution Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A required by written contract, the City and county of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured with regard to General Liability.

CERTIFICATE HOLDER CANCELLATION

The City and County of Denver Denver Office of Strategic Partnerships 201 W Colfax Ave Denver CO 80202
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE