

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado, (the “City”) and **LINCOLN TECHNICAL INSTITUTE, INC.**, a New Jersey corporation, registered to conduct business in Colorado, whose address is 11194 East 45th Avenue, Denver, Colorado 80239 (the “Contractor”), jointly (“the Parties”).

The Parties agree as follows:

1. COORDINATION AND LIAISON: The Contractor shall fully coordinate all services under the Agreement with the Executive Director of Climate Action, Sustainability and Resiliency (“Executive Director”) or, the Executive Director’s Designee.

2. SERVICES TO BE PERFORMED:

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

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

c. The 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 term of this Agreement shall commence on the **mutual execution date of this Agreement (“Effective Date”)**, and shall terminate **three (3) years after the Effective Date**; provided, however, that this Agreement shall automatically terminate when the City’s payment(s) hereunder equal the Maximum Contract Amount. 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 of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

4. COMPENSATION AND PAYMENT:

a. Budget/Rate Table. The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the line item

amounts set forth in the budget contained in **Exhibit B**. Amounts billed may not exceed the budget set forth in **Exhibit B**.

b. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement. All of the Contractor's expenses are contained in the budget in **Exhibit B**.

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 this Agreement.

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION DOLLARS AND NO CENTS (\$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**. Any services performed beyond those in **Exhibit A** 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 this 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: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or Directors 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 thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the 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, kickbacks, 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, the 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 the Contractor's possession, custody, or control by whatever method the City deems expedient. The 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. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

7. **EXAMINATION OF RECORDS AND AUDITS:** 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, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination

of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

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 the 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 this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. 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 require notification to the City in the event any of the required 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 this Agreement. Such notice shall reference the City contract number listed on the signature page of this 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. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The 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 this Agreement.

b. **Proof of Insurance:** Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. 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 this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this 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, Business Auto Liability, and Excess Liability/Umbrella (if required). Contractor and subcontractor's insurer(s) shall include 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 this Agreement, Contractor's insurer shall waive subrogation rights against the City.

e. **Subcontractors and Subconsultants:** Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

f. **Workers' Compensation and 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. OR

g. **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

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

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 this 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 this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this 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.* The 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: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive 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) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, 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 the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

15. NO AUTHORITY TO BIND CITY TO CONTRACTS: The 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. The 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. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The 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 the Contractor by placing the Contractor's own interests, or the interests of any party with whom the 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 if it determines a conflict exists, after it has given the 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 at:

Executive Director of Climate Action, Sustainability and Resiliency or Designee
201 W. Colfax Avenue, Suite 704
Denver, Colorado 80202

With a copy of any such notice to:

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

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.

19. 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 Executive Director as defined in this Agreement.

20. 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 (Denver District Court).

21. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

22. 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.

23. 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.

24. 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.

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

26. 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 the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. 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,” the Contractor (by this 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.

27. 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, the 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.

28. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Executive 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. The Contractor shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

29. CONFIDENTIAL INFORMATION:

a. City Information: Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

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. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

34. 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 under the Agreement, 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.

Exhibit List

Exhibit A – Scope of Work.

Exhibit B – Budget/Rate Table.

Exhibit C – Certificate of Insurance.

Contract Control Number: CASR-202475376-00
Contractor Name: LINCOLN TECHNICAL INSTITUTE, INC.

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:

CASR-202475376-00
LINCOLN TECHNICAL INSTITUTE, INC.

By:  Signed by:
6F169F2A6873404...

Name: Karen Dempsy
(please print)

Title: Corporate Paralegal
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A – Scope of Work

LINCOLN TECHNICAL INSTITUTE, INC

Heat Pump Technology Training

Program Summary

Lincoln Technical Institute, Inc shall establish two new trainings on cold climate air source heat pump equipment, tools, and technologies for both the existing workforce and new entrants. Training for the existing workforce shall be established as one-day trainings, with the ability to adjust training duration as needed to respond to feedback from trainees or employers. Training for new entrants shall involve embedding extensive cold climate air source heat pump training within Lincoln Technical Institute's current HVAC curriculum. Both trainings shall emphasize hands-on learning experiences, allowing participants to engage directly with cold climate air heat pump equipment, tools, and technologies.

Program Establishment

As a new training to the Denver area, the Contractor shall establish the program. Program establishment tasks shall include:

- **Curriculum Development:** The curriculum development process shall involve designing courses, creating lesson plans, and determining learning objectives. This phase may also include reviewing existing materials and aligning them with industry standards and best practices in cold climate air source heat pump technology.
- **Obtaining Training Aids:** Procuring necessary training aids such as textbooks, software, lab equipment, and other educational materials shall be essential for delivering high-quality instruction. This phase shall involve researching vendors, obtaining quotes, and purchasing or leasing equipment.
- **Classroom Modifications, Equipment, and Office Supplies:** If any modifications to existing classrooms or labs are required to accommodate the needs of the cold climate air source heat pump technology program, such as purchasing cold climate air source heat pumps, hand tools, e-books, books, installing specialized equipment or updating infrastructure, this shall be completed before the program launch.
- **Laptops & IT Support:** Laptop and related computer equipment for trainees during program establishment.
- **Hiring Instructors:** Recruiting qualified instructors with expertise in cold climate air source heat pump technology and teaching experience will be crucial. This process may involve advertising open positions, conducting interviews, and onboarding selected candidates.
- **Marketing & Recruitment:** Promoting the program to potential students and industry partners is essential for recruitment. Marketing efforts may include creating promotional materials, attending career fairs and leveraging digital marketing channels to reach target audiences.
- **Program Launch & Recruitment:** Once all preparations are complete, the program can officially launch, and recruitment efforts can intensify to attract students for the first cohort.

The estimated timeline for program establishment is approximately 1 year. Anticipated changes to timeline due to resource availability, regulatory requirements, etc. shall be negotiated with CASR.

Industry-Approved Curriculum Development

The Contractor shall develop curriculum to train new entrants and the existing workforce in cold climate air source heat pump technology. The contractor shall use national curriculum resources, where possible, and incorporate input from local HVAC subject matter experts, the Contractor’s curriculum development team and HVAC Education Supervisor to tailor curriculum to both new entrants and the existing workforce. The Contractor shall design or use a curriculum to include, but not limited to, the below core competencies where additions or removal of any of the following competencies in the curriculum shall be approved by the City.

Heat Pump Curriculum Core Competencies
Both Existing Workforce and New Entrants
Unit Configuration competencies: Including, but not limited to: Ductless ASHP Compact Ducted ASHP, Centrally Ducted ASHP, Multi-split systems, Heat Pump Water Heaters.
Quality Standards: Basic principles of heat pump operations. Additional topics may include user-tips, basic theory, and safe work practices.
Heat Pump competencies: Understand how heat pumps move heat, different types of heat pumps, the benefits of a heat pump and customer considerations before purchasing, including potential envelope measures. *Suggested training on at least 2 different Manufacturers of heat pump equipment *Trainings must be technical and based on modern manufacturer-recommendations
Sizing competencies: Weatherization best practices, Load Calculations (Manual J, S, D), Considerations for Retrofits (existing Ductwork), Heating Capacity and Economic Balance Point, Commercial vs Residential.
Sales competencies: Rebate navigation, Myth-Busting FAQ, End-user Maintenance, Guest Manufacturer Training, importance of envelope measures.
Other competencies: Market trends for heat pumps, rebate offers, differences between manufacturers, preventative maintenance, Denver Code requirements.
New Entrants only
Must include preparation and certification in: <ul style="list-style-type: none"> • EPA (Section 608) Certifications (all types) • BPI Building Science Principles
Additional curriculum competencies as requested for approval

Deliverables:

- A. Curriculum to train new entrants and the existing workforce in cold climate air source heat pump technology shall be developed in alignment with The City’s Heat Pump Curriculum Core Competencies. The Curriculum shall be approved by the City and County of Denver prior to being used in training.

Outreach and Recruitment

This program shall recruit (1) new entrants, with a focus on priority populations, and (2) existing HVAC workforce. The Contractor shall perform the following related to outreach and recruitment:

- Leverage established connections with HVAC companies to recruit incumbent workers.
- Create materials highlighting the demand and growth of heat pump technologies to convey the importance of the training program to potential participants and employers, emphasizing the opportunities available in the field.

Outreach and recruitment shall involve program promotion costs such as, but not limited to, purchase of marketing materials, subscriptions, events, digital marketing, print & direct marketing, radio ads, event marketing other approved marketing allowed under the scope of work to achieve outreach and recruitment goals.

Heat Pump Training

The Contractor shall deliver two distinct training programs, described below. Both trainings shall be instructor-led training conducted at Lincoln College of Technology's Denver campus. Administration of the training shall involve ongoing purchase of training materials, training supplies, office supplies, laptops and related computer equipment and IT support for trainees.

Existing Worker Cold Climate Air Source Heat Pump Training: Upon completion of Program Establishment, The Contractor shall provide a total of twenty-four one-day cold climate air source heat pump trainings to the existing HVAC workforce with the ability to adjust training duration as needed, upon approval by the City, to respond to feedback from trainees or employers. Each training shall seek to enroll 15 existing worker students, training up to 360 technicians per year.

New Entrant Cold Climate Air Source Heat Pump Training: The Contractor shall embed extensive cold climate air source heat pump training within the current HVAC curriculum, training 75 new entrants into the industry.

Deliverables:

- A. Existing worker cold climate air source heat pump training:
 - a. Enroll 15 individuals per cohort, offer total 24 cohorts with 90% completion rate.
- B. New Entrant cold climate air source Heat Pump Training:
 - a. Enroll 75 new entrants per year of the contract into HVAC training program that includes training on cold climate air source heat pump technologies with Accrediting Commission of Career Schools and Colleges (ACCSC) Standards of 55% graduation rate.
 - b. 50% of trainees shall be individuals from Denver Metro underserved Priority Populations.

Hands-on and Work-based Learning Opportunities

The Contractor shall provide participants in both the new entrant and existing worker training programs with a hands-on learning experience, allowing participants to engage directly with cold climate air heat pump equipment, tools, and technologies. Participants shall have the opportunity to install, troubleshoot, and optimize heat pump systems, reinforcing their understanding and competency in operating these systems.

Wrap-Around Services

Support for new entrants shall be comprehensive and include various departments at the Lincoln College of Technology campus. New entrants shall receive academic support to ensure they grasp the concepts of heat pump technology and all other subjects within the curriculum. A range of student resources including tutoring, outside counseling, food pantry, food for training and supportive services, bus passes, work tools/clothing, housing (referrals only), transportation assistance, childcare, mental health support (referrals only), connection to outside resources, resume writing, mock interviews, and job placement services shall be provided. Scholarship opportunities shall also be made available for new entrants.

Employer and Industry Engagement

Lincoln Technical Institute shall establish partnerships with HVAC industry organizations, manufacturers, and employers to provide ongoing continuing education opportunities, access to and feedback on training resources, expertise, job opportunities for new entrants, and funding support to sustain the program beyond initial funding.

Placement & Retention Services and Outcome Monitoring & Program Evaluation

Metrics to track and report on quarterly shall be defined by the City, in collaboration with the Contractor. The Contractor may use additional program evaluation activities such as surveys, feedback, and/or case studies from participants and employers to gauge program effectiveness.

Program monitoring and contract compliance activities shall take the form of quarterly check-ins, interviews, or surveys of staff and/or participants and site visits.

New entrants shall be part of the Lincoln Technical Institute student body and shall adhere to the accreditation standards set by the Accrediting Commission of Career Schools and Colleges (ACCSC) which shall include monitoring graduation and employment rates of graduates for 12 months post-graduation (at three-month intervals).

For existing workforce participants in the continuing education course, progress shall be assessed through regular evaluations and examinations. Additionally, their proficiency in applying newly acquired knowledge and skills in the workplace shall be verified through feedback from employers at 3 months and 6 months after training completion.

By tracking these key metrics and gathering feedback from both participants and employers, the program shall continuously evaluate its effectiveness, make necessary adjustments to improve outcomes, and ensure that graduates are well-prepared for successful careers in heat pump technology.

Deliverables:

- A. 70% of new entrant heat pump training graduates shall be placed into paid internship, apprenticeship, advanced formal training, or full-time job within 6 months of graduation related to Heating, Ventilation, Air Conditioning, and/or Home Comfort/ Efficiency.
- B. Contractor shall monitor all graduates for 12 months post-graduation (at three-month intervals) to track and ensure job retention with the individual graduate or employer of the individual.
- C. The Contractor shall submit quarterly reporting to CASR on designated metrics associated with the above tasks.

- D. Backup documentation shall be available upon request.
- E. The Contractor shall attend at least quarterly site-visits to monitor program and track progress.

Additional Services

- A. If The Contractor identifies additional services are needed, a request shall be made in writing to The City and The Contractor shall provide a quote for the work.
- B. Where applicable, additional services involving rates must match rate tables in the budget exhibit, attached to this Agreement. The Contractor must also provide a time estimate and quote indicating total cost.
- C. In the case of hard goods, quotes must be provided ahead of time and receipts must be supplied with invoicing.
- D. The City must give approval to proceed in writing before The Contractor begins work.

Budget and Invoicing

- A. The City shall pay invoices on an immediate pay basis.

Exhibit B – Budget and Rate Tables

Administration	Description	Admin. Cost to Project
Program Administration	Staff time for program administration. Inclusive of services to achieve the scope of work such as program establishment, curriculum development, heat pump training, outreach and recruitment, wrap around services, employer engagement, placement and retention, outcome monitoring, and other approved administrative tasks allowed under the scope of work.	\$164,000.00
Program Costs	Description	Cost to Project
Training Materials & Supplies	Purchase or leasing of lab equipment for learning purposes, classroom modifications or infrastructure updates such as air source heat pumps/tools/technologies, books, training aids, software, trainers, e-books, consumables, hand tools and other approved training, and educational equipment materials allowed under the scope of work.	\$600,000.00
Curriculum Development	Includes developer time for designing courses, creating lesson plans, and other approved curriculum development costs allowed under the scope of work.	\$ 5,000.00
Wrap-around services	Inclusive of, but not limited to scholarships to participants, tutoring, outside counseling, food pantry, food for training and supportive services, bus passes, work tools/clothing, housing, transportation assistance, childcare, mental health support, connection to outside resources, resume writing, mock interviews, job placement services and other approved wrap-around services allowed under the scope of work.	\$73,000.00
Other Costs	Description	Cost to Project
Office Supplies	Inclusive of paper, pens, notebooks, printer copies, files, items to keep classroom & paperwork organized and other approved office supplies allowed under the scope of work.	\$3,000.00
Laptops / IT Support	Laptop and related computer equipment for trainees and Network Administration to assist with technology issues throughout coursework and other approved IT support allowed under the scope of work.	\$5,000.00
Outreach and Recruitment	Marketing materials, subscriptions, events, and promotion costs to promote new training to target audience including digital marketing, print & direct marketing, radio ads, and event marketing and other approved marketing allowed under the scope of work.	\$80,000.00
Additional Services	For unforeseen training and program costs allowable under the scope of work. Must be approved in writing in manner described in Exhibit A – Additional Services.	\$70,000.00
Total Budget		\$ 1,000,000.00

ATTACHMENT 3 - RATES

All RATES quoted shall be firm and fixed for the specified contract period.

PRIME POSITIONS

Prime: Lincoln College of Technology

List **ALL** potential personnel titles/classifications that may be utilized under the contract and their respective hourly rate. Do not list names of personnel, only titles (i.e. Project Manager). Provide additional sheets as necessary.

Title/Classification	Responsibilities	Rate/Hr.
Curriculum Developer	Develop Curriculum, identify books & supplies needed	\$62.50/hr
Heat Pump Instructor	Teach curriculum, manage course, order supplies needed	\$40/hr
Marketing & Enrollment	Work with marketing department for creative, build relationships with employers, manage course enrollment,	\$33.65/hr
Career Service & Outreach Manager	Manage employer relationships, career placement, employer presentations	\$33.65/hr
Administrative Assistant	Manage class roster, administrative responsibilities, ordering, accounting	\$27/hr
Project Manager	Manage build out & instillation of equipment	\$33.65/hr

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY		NAMED INSURED	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

List of Insured Entities:

Lincoln Educational Services Corp.
t/a Lincoln Technical Institute
t/a Lincoln College of Technology
t/a Euphoria Institute of Beauty Arts & Science
14 Sylvan Way, Ste A, Parsippany, NJ 07054

Named Insured includes:

Lincoln Technical Institute, Inc.,
Nashville Acquisition, LLC;
New England Acquisition, LLC;
Euphoria Acquisition, LLC;
LTI Holdings, LLC;
Lincoln (DE) LP
NN Acquisition LLC