

AGREEMENT

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 non-profit organization, with its principal place of business located at 225 East 16th Avenue, Denver, CO 80203 (the "Contractor"), jointly "the parties" and individually a "party."

The parties agree as follows:

1. **COORDINATION AND LIAISON:** The 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 Strategic Partnerships ("DOSP Director") to oversee the services provided under the Agreement.

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

4. **COMPENSATION AND PAYMENT:**

a. **Budget.** 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 A**. Amounts billed may not exceed the budget set forth in **Exhibit A**.

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 A**.

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:**

- (i) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00)** (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.
- (ii) 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 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 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:** 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 the 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 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, 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 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. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. 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 shall provide a copy of this 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 this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD certificate, complies with all insurance requirements of this 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 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, Auto Liability Professional 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:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the 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 and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants 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 this Agreement, that none of the 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 this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this 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 this Agreement.

i. Professional Liability (Errors & Omissions): Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

j. Cyber Liability: Contractor shall maintain Cyber Liability coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

k. Commercial Crime (Fidelity): Contractor shall maintain a minimum of \$400,000 in commercial crime insurance coverage. Coverage shall include theft of City's money, securities or valuable property by contractor's employees, including any extended definition of employee. The City and County of Denver shall be named as Loss Payee as its interest may appear.

l. Additional Provisions:

- (i) For Commercial General Liability, the policy must provide the following:
 - (a) That this 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);
 - (d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City; and
 - (e) No exclusion for sexual abuse or molestation.
- (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.
- (iii) 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, the 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 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 shall defend any and all Claims which may be brought or threatened against City and shall 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 will be in addition to any other legal remedies available to City and will not be the City’s exclusive remedy.

d. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor is responsible to 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 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 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:

Director of Denver Office of Strategic 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

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

a. This 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. The Contractor certifies that:

- (i) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (ii) 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 this Agreement.

c. The Contractor also agrees and represents that:

- (i) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (ii) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not

knowingly employ or contract with an illegal alien to perform work under the Agreement.

- (iii) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.
- (iv) 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.
- (v) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- (vi) 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. The 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 this Agreement for a breach of the Agreement. If the Agreement is so terminated, the 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 Executive Director as defined in this 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 (Denver District Court).

22. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the 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 identity or gender expression, marital status, or physical or mental disability. The 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 data, information, 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 developed or obtained by the Contractor, with or without Personal Information, 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 register such items in the name of the City and County of Denver unless the Executive Director directs otherwise in writing. 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.

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, 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.

29. 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.

30. CONFIDENTIAL INFORMATION; OPEN RECORDS:

a. Confidential Information: Contractor acknowledges and accepts that, in the performance of all work under the terms of this Agreement, Contractor will or may have access to the following types of information: (1) City Proprietary Data or confidential information that may be owned or controlled by the City (“City Proprietary Data”) or (2) confidential proprietary information owned by third parties (“Third Party Proprietary Data”). For purposes of this Agreement, City Proprietary Data and Third Party Proprietary Data shall be referred to collectively as “Confidential Information”. Contractor agrees that all Confidential Information provided or otherwise disclosed by the City to Contractor or as otherwise acquired by Contractor during its performance under this Agreement shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall limit access to all Confidential Information to only those employees who have a need to know such information in order to provide services under this Agreement. Contractor shall exercise the same standard of care to protect all Confidential Information as a reasonably prudent contractor or Contractor would to protect its own proprietary or confidential data. Contractor acknowledges that Confidential Information may be in hardcopy, printed, digital or electronic format. The City reserves the right to restrict at any time Contractor’s access to electronic Confidential Information to “read-only” access or “limited” access as such terms are designated by the Executive Director.

- (i) **Use of Confidential Information:** Except as expressly provided by the terms of this Agreement, Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any Confidential Information or any part thereof to any other person, party or entity in any form or media for any purpose other than performing its obligations under this Agreement. Contractor further acknowledges that by providing access to Confidential Information, the City is not granting to Contractor any right or license to use such data except as provided in this Agreement. Contractor further agrees not to reveal, publish, disclose, or distribute to any other party, in whole or in part, in any way whatsoever, any Confidential Information without prior written authorization from the Executive Director.

- (ii) **City Methods:** Contractor agrees that any ideas, concepts, know-how, computer programs, or data processing techniques developed by Contractor or provided by the City in connection with this Agreement shall be deemed to be the sole property of the City and all rights, including copyright, shall be reserved to the City. Contractor agrees, with respect to Confidential Information, that:
 - (a) Contractor shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the Executive Director;
 - (b) Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data;
 - (c) Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

- (iii) **Employees and Subcontractors:** The requirements of this provision shall be binding on Contractor's employees, agents, officers and assigns. Contractor warrants that all of its employees, agents, and officers who designated to provide services under this Agreement will be advised of this provision. All requirements and obligations of Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement.

- (iv) **Disclaimer:** Notwithstanding any other provision of this Agreement, the City is furnishing Confidential Information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including, but not in any manner limited to, fitness, merchantability, accuracy and completeness of the Confidential Information. Contractor acknowledges and understands that Confidential Information may

not be completely free of errors. The City assumes no liability for any errors or omissions in any Confidential Information. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, Contractor agrees to contact the City immediately.

b. **Open Records:** The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S., and that in the event of a request to the City for disclosure of such information, the City shall advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

31. **PERSONAL INFORMATION AND DATA PROTECTION:**

a. **"Data Protection Laws"** means (i) all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality or security of Personal Information; and (ii) all applicable laws and regulations relating to electronic and non-electronic marketing and advertising; laws regulating unsolicited email communications; security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Personal Information; laws imposing licensing requirements; laws and other legislative acts that establish procedures for the evaluation of compliance; and all other similar applicable requirements.

b. **"Personal Information"** means all information that individually or in combination, does or can identify a specific individual by or from which a specific individual can be identified, contacted, or located. Personal Information includes, without limitation, name, signature, address, e-mail address, telephone number, social security number (full or partial), business contact information, date of birth, national or state identification numbers, bank account number, credit or debit card numbers, and any other unique identifier or one or more factors specific to the individual's physical, physiological, mental, economic, cultural, or social identity.

c. **Compliance with Law and Regulation:** Contractor confirms and warrants that it complies with any and all applicable Data Protection Laws relating to the collection, use,

disclosure, and other processing of Personal Information and that it will perform its obligations under this Agreement in compliance with them.

d. Software Programs; Security of Personal Information and access to Software Programs: Contractor will use the software programs designated by the City to collect, use, process, store, or generate all data and information, without or without Personal Information, received as a result of the Contractor's services under this Agreement. Contractor will fully comply with any and all requirements and conditions associated with the use of said software programs as provided by the City. In addition, Contractor will establish and maintain data privacy and information security policies and procedures, including physical, technical, administrative, and organizational safeguards, in order to: (i) ensure the security and confidentiality of Personal Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information; (iii) protect against unauthorized disclosure, access to, or use of Personal Information; (iv) ensure the proper use of Personal Information; and (v) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. Contractor shall also provide for the security of all Personal Information in accordance with all policies promulgated by Denver Technology Services, as amended, and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the Children's Online Privacy Protection Act (COPPA), and (ii) Colorado House Bill 18-1128. The Contractor shall submit to the Director, within fifteen (15) days of the Director's written request, copies of the Contractor's policies and procedures to maintain the confidentiality of Personal Information to which the Contractor has access.

e. Confidentiality; No Ownership by Contractor: Unless otherwise permitted expressly by applicable law, all Personal Information collected, used, processed, stored, or generated as the result of the services to be provided under this Agreement will be treated by Contractor as highly confidential information. Contractor will have no right, title, or interest in any Personal Information or any other data obtained or supplied by Contractor in connection with the services to be provided under this Agreement. The City shall own all information, and other work product, with or without Personal Information, developed or obtained by Contractor pursuant to this Agreement ("City Data"). Contractor has an obligation to immediately alert the City if Contractor's security has been breached or if Contractor is aware of any unauthorized disclosure of Personal Information. This Section will survive the termination of this Agreement.

f. Contractor Use of Personal Information and City Data: Contractor will take all necessary precautions to safeguard the storage of Personal Information and City Data including without limitation: (i) keep and maintain Personal Information and City Data in strict confidence and in compliance with all applicable Data Protection Laws, and such other applicable laws, using such degree of care as is appropriate and consistent with its obligations as described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (ii) use and disclose Personal Information or City Data solely and exclusively for the purpose of providing the services hereunder, such use and disclosure being in accordance with this Agreement, and applicable law; (iii) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information or City Data for Contractor's own purposes or for the benefit of anyone other than the City without the prior written consent of the City and the person to whom the Personal Information pertains; and (iv) not engage in "data mining" of Personal Information or City Data

except as specifically and expressly required by law or authorized in writing by the City. This Section will survive the termination of this Agreement.

g. Employees and Subcontractor: Contractor will ensure that, prior to being granted access to Personal Information or City Data, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data they will be handling. Only those employees of the Contractor who have a direct need for Personal Information, City Data, or Confidential Information shall have access to any information provided to Contractor under this Agreement. Prior to allowing any employee of the Contractor to access or use any Personal Information, City Data, or Confidential Information, the Contractor shall require any such employee to review and agree to the usage and access terms outlined in this Agreement. Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. Contractor shall not disclose Personal Information, City Data, or Confidential Information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement. Unless Contractor provides its own security protection for the information it discloses to a third-party service provider, the Contractor shall require the third party service provider to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Personal Information, City Data, or Confidential Information disclosed and reasonably designed to protect Personal Information, City Data, or Confidential Information from unauthorized access, use, modification, disclosure, or destruction.

h. Loss of Personal Information or City Data: In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Personal Information or City Data, Contractor will, as applicable: (i) notify the person affected and the City as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (ii) cooperate with the person affected and the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the person affected or the City; (iii) in the case of Personal Information and if required by applicable law, at the affected person's sole election: (A) notify the affected individuals in accordance with any legally required notification period; or, (B) reimburse the person affected for any costs in notifying the affected individuals; (iv) in the case of Personal Information and if required by applicable law, provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law; (v) perform or take any other actions required to comply with applicable law as a result of the occurrence; (vi) indemnify, defend, and hold harmless the City and the person affected for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City or the person affected in connection with the occurrence; (vii) be responsible for recovering lost data and information in the manner and on the schedule set forth by the City without charge to the person affected, and (viii) provide to the City and the person affected a detailed plan within ten (10) calendar days of the

occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, will comply with applicable law, be written in plain terms in English and in any other language or languages specified by the affected individual, and contain, at a minimum: (i) name and contact information of Contractor's representative; (ii) a description of the nature of the loss; (iii) a list of the types of data involved; (iv) the known or approximate date of the loss; (v) how such loss may affect the affected individual; (vi) what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; (vii) contact information for major credit card reporting agencies; and (viii) information regarding the credit and identity monitoring services to be provided by Contractor. This Section will survive the termination of this Agreement.

i. **Data Retention and Destruction:** Using appropriate and reliable storage media, Contractor will regularly backup all City Data and Personal Information used in connection with this Agreement and retain such backup copies consistent with the Contractor's data retention policies. Upon termination of the Agreement, at the City's election, Contractor will either securely destroy or transmit to City the City Data in an industry standard format. Upon the City's request, Contractor will supply City a certificate indicating the records disposed of, the date disposed of, and the method of disposition used. With respect to City Data controlled exclusively by Contractor, Contractor will immediately preserve the state of the Personal Information or City Data at the time of the request and place a "hold" on Personal Information or City Data destruction or disposal under its usual records retention policies of records that include Personal Information or City Data, in response to an oral or written request from City indicating that those records may be relevant to litigation that City reasonably anticipates. Oral requests by City for a hold on record destruction will be reduced to writing and supplied to Contractor for its records as soon as reasonably practicable under the circumstances. City will promptly coordinate with Contractor regarding the preservation and disposition of these records. Contractor shall continue to preserve the records until further notice by City. This Section will survive the termination of this Agreement.

j. **No other Databases:** Except as expressly approved in advance by the City, Contractor will not establish or maintain a backup database containing Personal Information or City Data to provide the services under the Agreement.

k. **Data Transfer Upon Termination:** Upon termination or expiration of this Agreement and City's request, Contractor will ensure that all Personal Information and City Data is securely transferred to City, or a party designated by City, within thirty (30) calendar days. Contractor will ensure that the data will be provided in an industry standard format. Contractor will provide City with no less than ninety (90) calendar days' notice of impending cessation of its business or that of any Contractor subcontractor and any contingency plans in the event of notice of such cessation. In connection with any cessation of Contractor's business with its customers, Contractor shall implement its contingency and/or exit plans and take all reasonable actions to provide for an effective and efficient transition of service with minimal disruption to City. Contractor will work closely with its successor to ensure a successful transition to the new service or equipment, with minimal downtime and effect on City, all such work to be coordinated and performed in advance of the formal, final transition date mutually agreed upon by Contractor and City.

32. 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.

33. 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.

34. 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.

35. 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.

End.

**Signature pages and exhibits follow this page.
Remainder of page intentionally left blank.**

Contract Control Number: HRCRS-201947238-00

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:

Attorney for the City and County of
Denver

By _____


By _____

By _____



Contract Control Number: HRCRS-201947238-00

Contractor Name: ENERGY OUTREACH COLORADO

By: 

Name: Jennifer Gremmet
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

.....



Exhibit A

2019 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 a plan that will address occupant behavior, understand and track their

Exhibit A

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 solicitations and procurement will include language describing the manner in which the product will be used and language stating that

Exhibit A

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	600
Total Households Served: Outreach	600
Total Households Served: Education	600
Total Households Served: Audits	600
Total Households Served: Minor Upgrades	600
Total Households Served: Major Upgrades	600
Total Energy Savings: KWh	1,000,000
Total Energy Savings: Therms	25,000
Total Annual Household Dollar Savings	\$160,000
Total Funds Leveraged	\$500,000

Exhibit A

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.
- 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

Exhibit A

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.

Program Budget and Cost Allocation Plan Summary

2019

Program Year:

Energy Outreach Colorado

2019 Multi-family Energy Efficiency Program

1/1/19 to 12/31/19

Contractor Name:

Project:

Contract Dates:

Budget Category	Agency Total (All Funding Sources)		Project Costs		Other City & County of Denver Funding		Total Federal Funding		Other Non-Federal Funding		Agency Total	
	Total	%	Total	%	Total	%	Total	%	Amount	%	Amount	%
Personnel: Name and Job Title												
Jennifer Gremmer, Executive Director	\$196,000.00	1.02%	2,000	0.00%	7,000	3.57%	141,000	72%	150,000	77%		
Luke Ileron, Chief Program Officer	\$125,000.00	1.60%	2,000	0.00%	40,000	32.00%	53,000	42%	95,000	76%		
Andy Celer, Director of Energy Efficiency Programs	\$85,800.00	15.15%	13,000	0.00%	-	0.00%	44,000	51%	57,000	66%		
Rose Reed, Director of Administrative Services	\$90,000.00	2.22%	2,000	0.00%	10,000	11.11%	68,000	76%	80,000	89%		
Michael Harris, Residential Program Manager	\$60,000.00	21.67%	13,000	0.00%	-	0.00%	47,000	78%	#VALUE!	#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!		
Name, Job Title		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		
Total Salary:	556,800	5.75%	32,000	0.00%	57,000	10.24%	306,000	55%	395,000	71%		
Fringes	139,200	0	8,000	0	14,250	0	76,500	1	96,750	1		
Salary and Fringe Total:	696,000	5.75%	40,000	0.00%	71,250	10.24%	382,500	55%	493,750	71%		
Non-Personnel:												
Office Expenses, Supplies, postage, printing	\$250,000.00	0.30%	750	0.00%	11,250	4.50%	238,500	95%	250,500	100%		
Communication	\$125,000.00	0.48%	800	0.00%	4,000	3.20%	120,400	96%	125,000	100%		
Insurance	\$65,000.00	5.27%	2,900	0.00%	20,000	36.36%	32,500	59%	55,400	101%		
Travel - Staff, mileage, meals, bldg parking	\$115,000.00	0.09%	100	0.00%	43,000	37.39%	71,500	62%	114,600	100%		
Travel - Client		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		
Equipment rental and leases	\$48,000.00	4.17%	2,000	0.00%	12,500	26.04%	33,500	70%	48,000	100%		
Facilities	\$94,000.00	3.99%	3,750	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	5.00%	500	0.00%	3,000	30.00%	6,500	65%	10,000	100%		
Professional Services - (Specify, ie., Legal)	\$20,000.00	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%	10,000	26.32%	28,000	74%	38,000	100%		
Subcontractor (energy conservation materials and in	\$7,500,000.00	5.33%	399,400	0.00%	750,000	10.00%	6,350,600	85%	7,500,000	100%		
Subcontractor (audits, evaluation, modelling, educat	\$400,000.00	0.00%		0.00%	40,000	10.00%	360,000	90%	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	4.74%	410,000	0.00%	921,710	10.65%	7,323,790	85%	8,655,500	100%		
Total Project Cost	9,351,000	4.81%	450,000	0.00%	992,960	10.62%	7,706,290	82%	9,149,250	98%		
Program Income (through funded activities)		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		
Non-Project:												
Personnel Costs:	836,175	0.00%	0	0.00%	250,000	0.29898	586,175	70%	836,175	100%		
Non-Personnel Costs:	700,000	0.00%	0	0.00%	100,000	0.142857	600,000	86%	700,000	100%		
Other (Specify): other grant payments	7,125,000	0.00%	0	0.00%	7,125,000	0	7,125,000	1	7,125,000	100%		
Total Non-Project Cost	8,661,175	0.00%	0	0.00%	350,000	4.04%	8,311,175	95.96%	8,661,175	100.00%		
Grand Total	18,012,175	2%	450,000	0.00%	1,342,960	7.46%	16,017,465	89%	17,810,425	99%		

Exhibit A

2019 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 2019 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.

Exhibit A

1.1.7 Major Upgrades:

- 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	10		
Total Households/Buildings Served: Outreach	10		
Total Households/ Buildings Served: Education	10		
Total Households/ Buildings Served: Audits	10		
Total Households/ Buildings Served: Minor Upgrades	4		
Total Households/ Buildings Served: Major Upgrades	6		
Total Energy Savings: KWh	250,000		
Total Energy Savings: Therms	14,000		
Total Annual Household/Buildings Dollar Savings	\$50,000		
Total Funds Leveraged	\$200,000		

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.

Exhibit A

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.

Program Budget and Cost Allocation Plan Summary

2019

Program Year:

Energy Outreach Colorado

2019 Nonprofit Energy Efficiency Program

1/1/19 to 12/31/19

Contractor Name:

Project :

Contract Dates:

Budget Category	Agency Total (All Funding Sources)	Project Costs		Other City & County of Denver Funding		Total Federal Funding		Other Non-Federal Funding		Agency Total	
		Total	%	Total	%	Total	%	Amount	%	Amount	%
Personnel: Name and Job Title											
Jennifer Greimert, Executive Director	\$196,000.00	1,500	0.77%		0.00%	7,000	3.57%	141,500	72%	150,000	77%
Luke Ilderton, Chief Program Officer	\$125,000.00	1,000	0.80%		0.00%	40,000	32.00%	54,000	43%	95,000	76%
Brooke Pike, Project Manager, NEEP	\$67,500.00	10,000	14.81%		0.00%	-	0.00%	44,000	65%	54,000	80%
Rose Reed, Director of Administrative Services	\$90,000.00	2,000	2.22%		0.00%	10,000	11.11%	67,000	74%	79,000	88%
Laura Rickoff, NEEP Program Coordinator	\$50,000.00	7,000	14.00%		0.00%	-	0.00%	-	0%	-	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:	528,500	21,500	4.07%	-	0.00%	57,000	10.79%	306,500	58%	385,000	73%
Fringes	\$132,125.00	5,375	4.07%		0.00%	14,250	10.79%	76,625	58%	96,250	73%
Salary and Fringe Total:	660,625	26,875	4.07%	-	0.00%	71,250	10.79%	383,125	58%	481,250	73%
Non-Personnel:	Total	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%
Office Expenses, Supplies & Equipment, postage, printing	\$250,000.00	1,000	0.40%		0.00%	11,250	4.50%	237,750	95%	250,000	100%
Communication (telephone expense)	\$125,000.00	1,000	0.80%		0.00%	4,000	3.20%	120,000	96%	125,000	100%
Insurance	\$55,000.00	4,500	8.18%		0.00%	20,000	36.36%	30,500	55%	55,000	100%
Travel - Staff (mileage, meals, blog parking)	\$115,000.00	250	0.22%		0.00%	43,000	37.39%	71,500	62%	114,750	100%
Travel - Client	\$0.00		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
Equipment rental and maintenance	\$48,000.00	1,000	2.08%		0.00%	12,500	26.04%	33,000	69%	46,500	97%
Facilities	\$94,000.00	3,750	3.99%		0.00%	27,960	29.74%	64,040	68%	95,750	102%
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 services)	\$10,000.00	200	2.00%		0.00%	3,000	30.00%	6,500	65%	9,700	97%
Professional Services - (Legal)	\$20,000.00		0.00%		0.00%	10,000	26.32%	20,000	100%	20,000	100%
Professional Services - (Accountant)	\$38,000.00		0.00%		0.00%	10,000	26.32%	27,500	72%	37,500	99%
Subcontractor (Energy conservation materials/Labor)	\$7,500,000.00	261,425	3.49%		0.00%	750,000	10.00%	6,489,375	87%	7,500,800	100%
Subcontractor (Audits, evaluation, modelling, education)	\$400,000.00	-	0.00%		0.00%	40,000	10.00%	360,000	90%	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	273,125	3.16%	-	0.00%	921,710	10.65%	7,460,165	86%	8,655,000	100%
Total Project Cost	9,315,625	300,000	3.22%	-	0.00%	992,960	10.66%	7,843,250	84%	9,136,250	98%
Program Income (through funded activities)			#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!
Non-Project:	Total		%		%		%		%		%
Personnel Costs:	836,175		0.00%	0	0.00%	50,000	0.0597961	786,175	94%	836,175	100%
Non-Personnel Costs:	700,000		0.00%	0	0.00%	400,000	0.5714286	300,000	43%	700,000	100%
Other (Specify): other grant payments	7,125,000		0.00%	0	0.00%	450,000	0	7,125,000	1	7,125,000	100%
Total Non-Project Cost	8,661,175	-	0.00%	-	0.00%	450,000	5.20%	8,211,175	94.80%	8,661,175	100.00%
Grand Total	17,976,800	300,000	2%	-	0.00%	1,442,960	8.03%	16,054,465	89%	17,797,425	99%



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/8/2019

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Colorado, LLC 4582 S Ulster Street Suite 600 Denver CO 80237	CONTACT NAME: Bethany Haight PHONE (A/C, No, Ext): 303-863-7788 E-MAIL ADDRESS: bhaight@assuredptrco.com	FAX (A/C, No): 303-861-7502
	INSURER(S) AFFORDING COVERAGE	
INSURED Energy Outreach Colorado Energy Outreach Colorado Efficiency, LLC 225 E 16th Ave Ste 200 Denver CO 80203	INSURER A : Pinnacol Assurance	NAIC # 41190
	INSURER B : Gemini Insurance Company	12118
	INSURER C : Westchester Surplus Lines Ins	10172
	INSURER D : Travelers Commercial Insurance	
	INSURER E : TRAVELERS	11025
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1068340442

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		VCGP023819	6/1/2018	6/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		VCGP023819	6/1/2018	6/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A	4144812	1/1/2019	1/1/2020	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C D E	Contractors Pollution Liability Cyber Liability Crime/Employee Theft		G27480287004 105862051 105923321	6/1/2018 6/1/2018 6/1/2017	6/1/2019 6/1/2019 6/1/2019	Each Poll Condition Limit \$2,000,000 Limit \$1,000,000 Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability policy does not contain an exclusion for abuse and molestation.

CERTIFICATE HOLDER**CANCELLATION**

Denver Office of Strategic Partnerships
 201 W Colfax Ave #1102
 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

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