



**REQUEST FOR PROPOSAL**

**FOR**

**ENERGY EFFICIENCY PROGRAM SUPPORT SERVICES**

**CITY AND COUNTY OF DENVER**

**DEPARTMENT OF ENVIRONMENTAL HEALTH,  
DIVISION OF ENVIRONMENTAL QUALITY**

**RFP No.: ENERGY EFFICIENCY PROGRAM SUPPORT SERVICES**

**Date of Issuance: February 2, 2012**

## COVER PAGE

### ENERGY EFFICIENCY PROGRAM SUPPORT SERVICES

**The Department of Environmental Health, City and County of Denver, has issued a Request for Proposals** (the “RFP”), for energy efficiency program support services. Complete RFP documents will be available for download online at the following web address: [www.denvergov.org/deh](http://www.denvergov.org/deh)

**Responses in the form of printed proposals will be due at 1500 local time on February 13, 2012** delivered to Department of Environmental Health, Division of Environmental Quality, Attention: Elizabeth Babcock, 200 West Fourteenth Avenue, Department 310, Denver Colorado 80204. You may leave the proposal with a receptionist at the same address. Please provide 1 original and 3 additional copies, for a total of 4.

**General Description of Services:** Under a contract entered into relating to this RFP (“Agreement” or “Agreements”), the selected proposer(s) would be required to furnish energy efficiency program support services to supplement the Department of Environmental Health’s (“DEH”) Denver Energy Challenge program described in the **Exhibit A**. Each proposer must have demonstrated expertise and experience providing programmatic support for energy efficiency programs advising residents and businesses; and, knowledge of and experience meeting federal grant requirements.

**As the City’s best interests may appear, DEH reserves the right to waive informalities in, and to reject any or all, proposals.**

Point of Contact:

Elizabeth Babcock, Residential Energy Efficiency Program Administrator  
Denver Department of Environmental Health  
200 West Fourteenth Avenue, Suite 310  
Denver, Colorado 80204  
Telephone: 720-865-5385  
E-mail: [Elizabeth.babcock@denvergov.org](mailto:Elizabeth.babcock@denvergov.org)

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The Denver Energy Challenge is an city sponsored effort to connect the community to energy outreach, education, and assistance programs available in the City and County of Denver, in order to encourage and recognize energy saving actions.

Goals:

Reduce energy use of participating homes and businesses by 15% or more by May 2013

Reach 6,000 residential participants by May 2013

Reach 1,200 business participants by May 2013

The core element of this program is the energy advisor, who provides free, independent advice to residents and businesses. The program also offers both residential and commercial rebates and a new financing program is expected to be launched in early 2012. Energy assessments (audits) are not included as part of the program. If residents or businesses would like a full audit, we will guide them to the Xcel rebate, which will launch in February 2012. All aspects of the program must meet stringent Department of Energy reporting requirements.

## I. RFP & CONTRACT OVERVIEW

**1. Introduction.** This RFP is issued to provide the selection process for energy efficiency program support services. The City and County of Denver has received a competitive grant award from the Department of Energy's Better Buildings Program. With this funding, the City and County of Denver and its partners will deliver energy efficiency programs to residents and businesses across the City and County of Denver. The program is entitled the Denver Energy Challenge. The program provides energy advising services and will offer rebates and financing in early 2012. Program goals include increasing demand in the energy efficiency market, thereby stimulating economic growth and investment in Colorado and advancing the state's energy independence. Proposers submitting a response to the RFP will be asked at a minimum, to state their qualifications, understanding and experience relating to the services and offer their methodology for meeting the program criteria. The finalists from the RFP Phase will proceed to the Interview Phase and be requested to participate in oral interviews.

Tentative Selection Schedule:

Advertise and Issue RFP .....	February 2, 2012
Deadline to Submit Questions .....	February 7, 2012
Responses (Printed Proposals) to RFP Due .....	February 13, 2012
Notify Finalists and Schedule Interview .....	February 15, 2012
Interviews.....	February 15-17, 2012
Notice of Selection.....	February 20, 2012
Complete Contract Negotiations.....	February 24, 2012
Contract Execution.....	May 15, 2012

**Note: Contracts over \$500,000.00 must be approved by City Council.**

This competitive selection process will focus on the quality of the proposal and the proposed rate structure as well as the proposers' qualifications and experience regarding the services described in this RFP, in accordance with the selection criteria set forth below. Thoughtful written responses will enable the City to select the proposer(s) offering the greatest value to the City.

**2. Description of Services; Qualifications.** The selected Proposer will be required to provide various services relating to commercial and residential energy efficiency programs as described in the Scope of Work. Proposers may respond to any or all of the three tasks outlined in the Scope of Work. Proposers must demonstrate their expertise in managing large scale energy efficiency programs and have the staff or team partners necessary to timely undertake and complete work under an Agreement.

**3. RFP Administration** The City reserves the rights to enter into agreement(s) with one or more successful proposers for any/all of the three tasks as described in the Scope of Work. No minimum amount of work is guaranteed. This RFP solicitation is issued by the Manager of Department of Environmental Health pursuant to the authority vested in the Manager by the Charter of the City and County of Denver. As the City determines to be in its best interests, the City reserves the right to terminate, modify or suspend the process, reject any or all submittals, modify the terms and conditions of this selection process and/or waive informalities in any submission.

**a. Point of Contact.** The Manager of DEH hereby designates Elizabeth Babcock (Project Manager) to serve in the capacity of administrator for this selection process, who will be responsible for coordination of the procedures and rules specified in this RFP, managing this process and all other matters related to this process. In conducting the process in a fair and equitable manner, the administrator

will serve as the primary intermediary between the applicant and the City and the members of the Selection Committee. All inquiries and questions regarding this RFP shall be directed to Elizabeth Babcock via email at [Elizabeth.babcock@denvergov.org](mailto:Elizabeth.babcock@denvergov.org). All inquiries, questions and responses will be posted to [www.denvergov.org/deh](http://www.denvergov.org/deh) It is the proposer's responsibility to check the website for updated information. Any Proposer that contacts any member of the Selection Committee, other than the designated contact from the date of issuance of the RFP and before the completion of the selection process may be disqualified from further participation in the selection process, at the administrator's sole discretion.

**b. Addenda.** In response to questions the City receives, or as the City determines is in its best interest, the City may issue addenda to this RFP. All such addenda will be posted to [www.denvergov.org/deh](http://www.denvergov.org/deh) It is the proposer's responsibility to check the website for updated information. The City will conclusively presume that each proposer has read and understood the contents of the RFP, including all attachments and addenda.

**c. Selection Process Overview.** The selection process is subject to, governed by and construed in accordance with the laws of the State of Colorado and the Charter, Revised Municipal Code, Rules, Regulations, written policies and Executive Orders of the City and County of Denver, as the same may be amended from time to time. The Manager reserves the rights to: terminate, modify, or suspend the selection process; reject any or all submittals; and waive informalities in any submission.

**i. *Selection Committee.*** The Selection Committee will review each proposal. The committee will be chaired by the Project Manager and will consist of representatives of DEH.

**ii. *Selection Process.*** Proposals will be evaluated in two phases. The first phase consists of an initial screening of printed proposals, including forms, to determine compliance with the requirements set forth in the RFP and to review submitted information based on the criteria indicated below to develop a short list of the Proposers that in the City's sole discretion, are the most qualified to perform the work. Any non-responsive proposals will be eliminated from further consideration at this point. The second phase will consist of an evaluation process under which Phase II selection criteria below will be examined.

**iii. *Selection Criteria.***

**1. Phase I – Criteria will consist of the following:**

- Work experience and expertise;
- Project Manager, key personnel assigned, and proposed project team including subcontractors;
- Record of performance as substantiated by references;
- Proposed Cost and other economic considerations;
- Ability to understand the project and meet requirements;

- Experience and knowledge of Department of Energy grant reporting processes and procedures;
- Experience and knowledge of best practices in energy efficiency programs;
- Creativity in terms of approach to ramping up and responding to varying levels of customer participation; capability to respond to additional energy efficiency programmatic needs.

2. Phase II –Oral Presentation and Interview. DEH will evaluate the structured presentations and oral interviews of the short-listed proposer(s). This phase will be evaluated as follows:

- Presentation, 15 minutes maximum duration including a 5-minute summation.
- Response to questions, 15 min. maximum duration.

## II. GENERAL REQUIREMENTS

**1. Contract Review.** Proposers shall undertake a detailed review of the Sample Agreement (a copy of which is marked and attached as **Attachment 1**) and submit with their proposal a list of all questions, issues, or modifications, if any, that the Proposer would like the City to review and address, should the City select them (**See Attachment 2**). If there are no questions, issues, or modifications, indicate this in the required submittal. The City will assume that the Sample Agreement has been thoroughly reviewed and discussed with legal counsel before submission of the list of issues. Therefore, all proposers are strongly advised to seek legal counsel prior to preparing such a list.

The City anticipates that the final Agreement submitted to the selected Proposer for execution will be in a form substantially similar to the Sample Agreement. Consequently, the City will not enter into detailed negotiations of the terms and provisions contained in the Sample Agreement. Instead, the City will review the list of issues raised by the selected Proposer, address each issue at its sole discretion and provide the selected Proposer with a final executable Agreement for signature.

In the event the City elects to make significant, material changes to the form provided or proceed with another agreement format, the City will provide the selected proposer with an opportunity to review and submit a list of issues regarding the changes or new format. The City will then address the issues raised at its sole discretion and provide the selected Proposer with a final executable Agreement for signature.

Should the Proposer fail to execute this final Agreement, the City reserves the right to negotiate with the Proposer, terminate further negotiations and initiate negotiations with another ranked proposer or reject any or all Proposers, as the City determines to be in its best interests.

**2. Insurance Instructions.** The insurance requirements are set forth in the Sample Agreement. Proposers are advised to provide a copy of the Sample Agreement to their agent or broker to ensure compliance with the requirements. Proof of insurance by means of certificate of insurance (the City strongly encourages ACORD forms), policy, evidence of insurance must be

submitted before execution of the Agreement containing the following statement: “For [insert the coverages for which the contract requires the City be an additional insured], the City and County of Denver, including its elected and appointed officials, employees and volunteers, is an additional insured.”

**3. Public Contracts.** This contract is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, as amended, regarding certification of the employment or contract with illegal aliens. The selected contractor must be familiar with the requirements of Article Division 5 of Article IV of Chapter 20, and shall be required to comply with all provisions. Please review Division 5 of Article IV of Chapter 20 and the Sample Contract provisions regarding compliance.

**4. Contractor Disclosures.** Pursuant to §20-69 of the Denver Revised Municipal Code (“D.R.M.C.” or “Code”), all regularly executed contracts for professional or personal services that will exceed twenty-five thousand dollars (\$25,000.00); all proposals for use of real property of or by the City, the duration of which is one year or longer and will exceed twenty-five thousand dollars (\$25,000.00) in revenue or cost; all proposals for concession agreements for the use of City facilities or property; or contracts requiring payment by the City of over one hundred thousand dollars (\$100,000) must be accompanied by a separate detachable page setting forth the following information:

- a. The name of any officer, director, owner or principal of the business entity, including identity of any shareholder who owns or controls five percent (5%) or more of the business entity, and either 1) the names of his or her spouse, and children under eighteen years of age; or 2) a statement that he or she or his or her spouse, or children, if any, under the age of eighteen have or have not made a contribution, as defined in D.R.M.C. §15-32, or contribution in kind, as defined in D.R.M.C. §15-32, to any candidate, as defined in D.R.M.C. §15-32, during the last five years and identifying by name himself or herself or any spouse or child under the age of eighteen who has made such a contribution or contribution in-kind to a candidate.
- b. The names of any subcontractors or suppliers whose share of the project work is estimated to exceed \$100,000.00.
- c. The names of any unions with which the proposer has a collective bargaining agreement.

**The information required in subparagraph a must be provided at the same time the proposal is submitted**, and the information required in subparagraphs b and c must be submitted in a timely fashion before award of an Agreement. See copy of the Disclosure Form, **Attachment 3**.

While a proposer or supplier who has already disclosed such information need not provide such information with a second or subsequent proposal unless such information has changed, it shall be the responsibility of each such proposer to verify that such information is still current as of the date of such subsequent proposal and is in fact on file with the City Clerk. Failure to provide or update the required information in a timely fashion shall render any proposal to which D.R.M.C. §20-69 applies non-responsive.

**6. Colorado Open Records Act.** Documents submitted in response to this RFP are subject to the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et seq.* (“CORA”). If the proposer believes that any information, data, process or other material in its proposal constitutes trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data, then the proposer should mark those items as confidential or proprietary and provide a list of those items with specificity as to the page and paragraph and on what basis it believes the material is confidential or proprietary. The City is not bound by the proposer’s determination as to whether materials are subject to disclosure under CORA and reserves the right to independently determine whether the materials are required to be made available for inspection or otherwise produced under CORA.

**7. Non-Collusive Proposer Certification.** By the submission of this proposal, the proposer certifies that: The proposal has been generated by the proposer independently and has been submitted without collusion with any other proposer. The contents of the proposal have not been communicated by the proposer, nor, to the best of his knowledge, by any of his employees or agents, to any person not an employee or agent of the proposer or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of the proposal. No proposer may submit more than one proposal in response to this RFP. Each proposer is responsible for obtaining the prior written permission of the Manager of Department of Environmental Health, before proposal opening, in every situation in which the proposer, due to corporate association or other affiliation, may be found to be impermissibly affiliated with another proposer. The City will reject proposals of proposers who fail to observe this requirement.

**8. Submission Ownership, Use and Rights.** The City reserves the option of retaining any or all of the materials and drawings submitted by the Proposers to this RFP. Any unique or exclusive design concepts or features represented in the submission documents shall remain the property of the authoring Contractor. They may not be used by the City or other parties to design or construct any facility, in whole or in part, without the further agreement of, and compensation to, the authoring party.

**9. Proposal Preparation, Contractors Costs and Expenses.** The City is not liable for any costs or expenses arising out of preparation of Contractor’s proposal. If selected, Contractor may not include any of these costs or expenses as part of its fee, rates, or charges for performing work under the Contract.

**10. Verification of Information.** The City will rely on the accuracy and completeness of all information provided in making its selection. As such, proposing firms are urged to carefully review all information provided to ensure the clarity, accuracy, and completeness of such information. As the City deems necessary and appropriate, the City reserves the right to make any inquiries or other follow up required to verify the information provided.

### **III. INSTRUCTIONS FOR SUBMITTING PROPOSALS.**

Each proposer must comply with the submission requirements as outlined below. Submittals that fail to comply with the requirements as specified may be deemed non-responsive and such determination will result in no further consideration of that proposer or the proposer’s submittals by the City.

Proposals must be received and time-stamped in the Department of Environmental Health no later than date and time stated above. **Late submittals will be rejected.** Proposals must be sealed in an envelope or

box and labeled with the proposal number and name. Three ring binders may be used for the proposals; however, plastic sleeves or spiral binders are discouraged. Proposals will not be read in public or available for public inspection until after an award determination has been made.

The City is not liable for any costs or expenses arising out of preparation of the proposal. If selected, Proposer may not include any of these costs or expenses as part of its fee, rates, or charges for performing work under the Contract.

**1. Proposal Submittal.** Each proposer must submit one (1) original and three (3) copies of the printed proposal to:

City and County of Denver Department of Environmental Health  
Division of Environmental Quality  
Attn: Elizabeth Babcock  
200 West 14<sup>th</sup> Avenue, Department 310  
Denver, Colorado 80204

**2. Proposal Format.** Proposals must include a table of contents and be formatted and organized as follows:

**a. Proposal Format.** Each proposal must:

- Be prepared on 8 ½ x 11” paper, bound on the long side.
- Use Times New Roman 12 point font.
- Be in a format and sequencing commensurate with the RFP.
- 2-sided printing.
- Include tabbed sections.
- Have a narrative of not more than 15 pages, excluding covers, cover letter, figures, resumes, training certificates, list of references, financial information, disclosure of legal and administrative proceedings, tabs, and City-required forms. A limited number of 11 x17” fold-out sheets may be included.
- Contained in a 3-ringed binder no more than 1 ½” thick.
- Not contain unnecessarily elaborate art work or expensive paper or bindings or both.

**b. Organization.** Each proposal must include a table of contents and be organized as follows:

*Part 1 Letter of Transmittal.* Submit a letter, not exceeding two pages, in which the *single contact* (principal-in-charge) is clearly indicated and the electronic and physical mailing addresses, telephone and facsimile numbers for this person. Indicate features of the organization that makes it uniquely suited to undertake this specific contract. Summarize the key points of the proposal. Include the full name of the firm or joint venture members and all proposed subcontractors, if any. If the proposer comprises more than one firm, the legal relationship between those firms must be described. The letter must include a statement committing the

availability of the key personnel identified below to perform the work. The letter must be signed by the same person who signs the Proposal Acknowledgement Letter identified below.

- Part 2 Proposal.* Submit a proposal that outlines what the Proposer will do to fulfill the tasks outlined in the Scope of Work. Include information of who will manage the tasks, how they will be completed, and a schedule for work flow. Indicate what an appropriate ramp up period is and how you will anticipate any delays or fluctuation in clients participating in the Denver Energy Challenge.
- Part 3 Rate Proposal.* Complete and submit the Rate Proposal form in **Exhibit C** to the Sample Agreement. The unit price for each task/sub-task must be shown.
- Part 4 Key Personnel.* Identify the individuals (**Exhibit B** to the Sample Agreement) who will be involved in the contract and their responsibilities. Provide brief *biographical data* of the primary participant(s), principles, manager(s), and staff regularly exercising managerial or supervisory duties in your organization. They will be considered key personnel.
- Part 5 Team Members.* Identify the proposed subcontractors that will be part of the team with a brief description of services they will provide. (Use **Attachment 4** in the attached materials in this RFP). Describe the capacity of each firm to do the work. State whether the firms have previously worked together, and if so, in what capacity.
- Part 6 Summary of Demonstrated Experience.* In order to be qualified for award, the proposer must:
- (i) Provide a brief written narrative (not more than 10 pages, excluding covers, cover letter, figures, resumes, training certificates, list of references, financial information, disclosure of legal and administrative proceedings, tabs, and City-required forms) describing your organization's experience in energy efficiency program support services. In this narrative provide:
    - Examples of commercial and/or residential energy efficiency program support services, including data management, energy advising, training, contractor education and outreach and behavior modification.
    - A description of your organization's process to ensure personnel receive appropriate training, certification and recertification required for their job.
  - (iii) State whether your organization hires or uses temporary non-skilled laborers for performance of any part of the services envisioned by the scope of work of this contract. If so, describe the nature of all of the tasks performed or anticipated to be performed by temporary unskilled

laborers in your employ. If you do not hire and use temporary non-skilled laborers, please respond by stating that clearly and definitively.

- (iv) Provide a list of subcontractors in the last year that provided services your firm was otherwise obligated to perform. If you propose to use your own internal resources, all staff you employ directly, please state that clearly.
- (v) *Financial Information.* Provide financial information and documentation to demonstrate the financial stability of the firm to successfully provide uninterrupted service for one or more years. Also, include all information and circumstances regarding your firm's involvement, if any, in any legal dispute arising out of services similar to those set forth in the description of services rendered by your firm for which settlements have been made.
- (vi) *References.* Provide references from three (3) different businesses or institutions for which your organization provided energy efficiency program support services that were valued at over \$10,000. For each reference provide the client company or entity name, a contact name, a client address, telephone number, and an e-mail address. These references should be able to substantiate your firm's ability to perform the work required. Indicate whether your firm has ever been discharged from a contract or subcontract. If so, please provide all details. Describe any potential conflicts of interest, these circumstances should be disclosed at the time of submittal of your qualifications so that they may be evaluated.

*Part 7 Required Submittal Forms. The following forms are attached (as indicated below) and must be filled out and returned with the Proposal.*

- Submittal 1 Comments on the Sample Agreement (**see Attachment 2**)
- Submittal 2 Disclosure Form (**see Attachment 3**)
- Submittal 3 Rate Proposal (see **Exhibit C** to Sample Agreement)
- Submittal 4 Key personnel biographies
- Submittal 5 Team Members. Identify the proposed subcontractors (**Attachment 4**)
- Submittal 5 Proposer's Acknowledgement Form and Certification Letter (see **Attachment 5**)
- Submittal 7 Colorado Secretary of State's Certificate of Good Standing
- Submittal 8 Proposal Data Form (See **Attachment 6**).

b. **Signing of Proposal.** An authorized representative of the proposer must execute the Proposal Acknowledgment Letter (Attachment 5). If the proposer is a corporation, it must include with its proposal a certificate from the Secretary of State showing that it is qualified to do business in the State of Colorado. Please call the Secretary of State for Colorado at (303) 894-2200 for information on obtaining such certification. If the proposer is a partnership, it must include with its proposal evidence satisfactory to the City that the partner signing the proposal

has the authority to do so. If the proposer is a joint venture, the proposer must submit with its proposal a notarized copy of the joint venture agreement. The agreement must describe the scope and amount of work each participant will perform and contain a provision that each participant will be jointly and severally liable to the City for completing all of the work and to third parties for all duties, obligations, and liabilities arising out of the joint venture's performance of the work.

*Attachment 1*

**SAMPLE AGREEMENT**

## S A M P L E

### A G R E E M E N T

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and \_\_\_\_\_, a [insert legal type of organizational entity] [with its principal place of business located at / doing business at \_\_\_\_\_](the “Contractor/Consultant”), collectively “the Parties”.

### RECITALS

**A.** The City wishes to procure energy efficiency program support services from the Contractor.

**B.** The Contractor is ready, willing, and able to provide these services as set forth below.

**C.** The City is the subrecipient of a federal Energy Efficiency and Conservation Block Better Buildings Grant awarded to Boulder, GC03028, which was obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (“ARRA funds”) in the subgrant amount of \$4,853,758.00. This agreement is subject to and contingent upon the continuing availability of funds from the Grantor.

**D.** This is an agreement for the provision of services. Construction is not contemplated as a part of the agreed Scope of Work, nor is the purchase of products or equipment.

The Parties agree as follows:

**1. COORDINATION AND LIAISON:** The Contractor shall fully coordinate all services under the Agreement with the Manager of Environmental Health (“Manager”) or, the Manager’s Designee.

**2. SERVICES TO BE PERFORMED:**

**a.** As the Manager directs, the Contractor shall diligently undertake, perform, and provide the services, tasks, deliverables, and activities set forth in **Exhibit A Scope of Work** attached and incorporated by reference, to the City’s satisfaction.

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

c. The personnel identified in **Exhibit B Key Personnel**, attached and incorporated by reference, shall provide and direct services under this Agreement.

d. 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.

e. The City and County of Denver will prepare and submit the quarterly and final EECBG reports to the DOE, with Consultant supplying the following data and information:

**(1) Consultant Information:**

Legal Name

DBA Name

Address

City, State, Zip+4

Country

Congressional District

Sub Recipient Type (CCR)

D&B DUNS Number

**(2) Primary place of performance including:** Address, including Street, State, Country, Zip Code+4, Congressional District.

**(3) Consultant represents that:** a) it is not publically traded; b) it is not a "non-profit" organization; and c) it does not receive more than 80% of its gross revenue from federal awards.

**(4) Consultant will provide information as requested by the City so as to support the City's satisfaction of its reporting requirements to the United States, including all work, budget, and schedule progress and status reporting requirements.**

**f. Supplemental Requirements** are specified in the attached **Exhibit D ARRA Supplemental Provisions**, attached and incorporated by reference.

3. **TERM:** The Agreement will commence on \_\_\_\_\_, 201\_\_ and will expire on \_\_\_\_\_ (the “Term”).

4. **COMPENSATION AND PAYMENT:**

a. **Fee:** The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement \$\_\_\_\_\_/the fees set forth in **Exhibit C Rates**, attached and incorporated by reference. Amounts billed may not exceed the rates /budget set forth in Exhibit C.

b. **Reimbursable Expenses:** [TBD]

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

d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed \_\_\_\_\_ **DOLLARS AND NO CENTS (\$\_\_\_\_\_.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 herein are performed at Contractor’s risk and without authorization under the Agreement.

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

5. **STATUS OF CONSULTANT:** 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 twenty (20) 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 Manager.

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, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, 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 required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. 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 coverage. Contractor certifies that the certificate of insurance attached as **Exhibit E**, 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 and Auto Liability, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

**d. Waiver of Subrogation:** For all coverages, 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. Additional Provisions:**

(1) For Commercial General Liability and Excess Liability, the policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are in excess of policy limits;
- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage:

- (i) 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

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

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

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

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

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

**11. TAXES, CHARGES AND PENALTIES:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City’s prompt payment ordinance

§ 20-107, *et seq.* of the Denver Revised Municipal Code (D.R.M.C.). 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 Manager's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The Manager 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 in the event 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:

Manager, Department of Environmental Health (or Designee)  
200 W. 14<sup>th</sup> Avenue, Suite 310  
Denver, Colorado 80214

With a copy of any such notice to:

Denver City Attorney's Office  
1437 Bannock Street, Suite 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:

(1) 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.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

**c.** The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a sub-consultant 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.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a sub-consultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such sub-consultant or subcontractor if

within three (3) days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the sub-consultant or subcontractor provides information to establish that the sub-consultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. 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 Manager 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, Denver Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District.

**22. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, 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 variance, 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. ORDER OF PRECEDENCE:**

**a.** This Agreement is comprised of the Articles 1 through 35 and each of the following, which are incorporated by reference herein:

- (1) Exhibits A-E;
- (2) ARRA Program Regulations, if applicable;
- (3) DOE Assistance Regulations, 10 CFR Part 600 at <http://ecfr.gpoaccess.gov>; and

(4) National Policy Assurances to be incorporated as Award Terms in effect on date of award at [http://management.energy.gov/business\\_doe/1374.htm](http://management.energy.gov/business_doe/1374.htm)

**b.** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

**28. INTELLECTUAL PROPERTY RIGHTS:** The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such items to the City. 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.

**29. 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.

**30. 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 Manager. 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 Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

**31. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

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

**32. CITY EXECUTION OF AGREEMENT:** The Agreement will not be effective or binding on the City until it has been fully executed by all 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:** The 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. COUNTERPARTS OF THE AGREEMENT:** The Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

[Signatures appear on the following pages.]

[to be inserted:]

Exhibit A Scope of Work

Exhibit B Key Personnel

Exhibit C Rates

Exhibit D ARRA Supplemental Provisions

Exhibit E Certificate of Insurance

*Exhibit A*  
**SCOPE OF WORK**

## **Scope of Work**

### **Energy Efficiency Program Support Services**

The Contractor shall provide the services, described below, relating to the residential and commercial energy efficiency program of the City and County of Denver (“Denver”), the Denver Energy Challenge.

#### **1. Customer Support**

Contractor shall operate and staff a professionally-staffed customer support center. The customer support center will take customer calls, answer program questions and facilitate the customer intake process, coordinate with the Denver staff, Denver’s energy advisors, Symbiotic and Recharge Colorado program personnel, and other energy efficiency program partners and contractors; track all program data and manage data exchange; and, facilitate ongoing customer engagement. Each of these functions includes interacting or overlapping service needs and will require close coordination, both internally and externally. Specific functions/subtasks are discussed in greater detail below.

##### **1.1 Call Center**

A program dedicated telephone number will be set up to direct customers to a program call center staffed with knowledgeable professionals. The primary goals of the call center are to explain the program process and expectations and answer customers’ questions; guide customers into the most appropriate program track given their personal, business and/or housing characteristics; and schedule initial customer audit or advisor visit. Call center staff must also be able to respond to all customer questions at all stages of the program and help guide customers to appropriate support.

The call center’s primary responsibility is customer intake. Call center staff will walk each potential customer through a series of pre-screening questions to help establish the correct program track for that customer, based on the likely potential for energy and greenhouse gas savings, and gather key data for the energy audit.

The Contractor shall develop a decision tree to guide customer pre-screening questions. Thus, customers’ responses to initial questions may lead to follow-on questions to help identify more detailed assistance needed. For example, a condo tenant may be asked for details about heating equipment or restrictions in an HOA contract.

Contractor shall request a utility waiver from customers for the program to access their utility bills from Xcel Energy.

Following the above intake steps, call center staff will assign an audit firm and/or energy concierge to the scheduled appointment.

As part of the call center sub-task, the Contractor shall:

1. Operate the center with call center representatives and supervisors available from 8 AM – 6 PM, Monday through Saturday.

2. Employ trained call center representatives to respond to customers at a minimum in both English and Spanish. The call center may choose to use a language line to respond to customers in other languages.
3. Respond to every call with personal interaction with no customer on hold for more than three minutes.
4. Develop a training manual for the program call center.
5. Develop a decision tree to guide customer pre screening questions.
6. Train call center representatives to provide detailed information on the program and participant expectations, to be able to discern, through screening questions, whether the caller's home is likely to offer significant greenhouse gas emission reductions, answer a wide variety of customer questions and provide a level of support and facilitation as needed and desired by each customer.
7. Input customer data, completely and accurately, into the Salesforce database. A license to use Salesforce will be provided by the City.
8. Obtain customer utility waivers.
9. Respond to customer questions and handle customer complaints.
10. Coordinate with third party entities to follow up with customers interested in their programs (e.g., transfer low-income participant leads to Veterans Green Jobs or Mile High Youth Corps).
11. Coordinate with energy advisors to respond to customer questions and provide support as needed.

## **1.2 Workflow Management**

The Contractor shall be responsible for coordinating with multiple program stakeholders, including Denver staff, Denver's energy advisors, Symbiotic and Recharge Colorado program personnel, and other energy efficiency program partners and contractors, to ensure customers' participation in the program seamlessly moves from intake to audit and/or advising to action to ongoing engagement, with consistent support and in a timely manner.

As part of the workflow management sub-task, the Contractor shall:

1. Coordinate with Xcel energy and/or contractors to refer clients to their audit rebate program.
2. Assign leads to energy advisors.
3. Other related needs as directed by Project Manager.

## **1.3 Data Management and Tracking and Customer Management System**

The Contractor shall use Salesforce to:

- Facilitate collection, tracking and reporting of detailed customer, building and program activity data, including incentives and measure adoption.
- Provide a platform for both telephone and on-line customer intake.
- Support both residential and commercial buildings.
- Give program staff and designated others access to authorized data.
- Provide a robust but simple-to-use customer relations management function.

- Generate regular reports to facilitate customer follow up actions (e.g., all customers whose furnace is expected to reach the end of its useful life during a specific time period).
- Allow for data uploads and downloads using standard file formats.

The Contractor shall facilitate the transfer of data and program information among multiple program stakeholders and participants, including but not necessarily limited to Denver staff, Denver’s energy advisors, Symbiotic and Recharge Colorado program personnel, and other energy efficiency program partners and contractors, and customers.

Contractor shall capture and track data that includes, but is not necessarily limited to, customer data (e.g., address, contact info), building information (e.g., type of home, square footage), energy usage data (e.g., type of heating and cooling systems), electric and natural gas utilities and account numbers, energy usage, participation phase and activities, appliance portfolio, number of occupants, contractors assigned to jobs, each customer interaction, equipment specifications, audit report/results and recommendations, follow-up activities, rebate eligibility and application progress, financing expectations, schedule and completion dates, and activity and performance of direct installation, equipment and retrofit measures installed.

#### **1.4 Special projects, as assigned.**

As directed by Project Manager, Contractor shall provide other energy efficiency program related tasks on an as needed basis not to exceed 20% of the total contract value.

## **2. Energy Advising**

The energy advisor provides education and support to homeowners who enroll in the Denver Energy Challenge. The Contractor shall:

- 1) Provide technical facilitation during walkthrough audits
  - Walkthrough Audit: A walkthrough audit is a visual inspection of building components, envelope characteristics, mechanical systems and household appliances provided by the energy concierge. This model will include a visual inspection of insulation levels, mechanical systems and typical trouble spots to identify major deficiencies and “low hanging fruit” conservation opportunities. Walkthrough audits may be provided for particular single family homes, individual units in multifamily housing, mobile homes or common areas in multifamily housing as appropriate (determined through customer pre-screening).
- 2) Educate consumers on the efficient uses of energy, strategies for reducing greenhouse gas emissions, options for reducing energy use, and other issues including but not limited to:
  - Walkthrough the customer’s home to point out and discuss behavioral and low-cost retrofit actions they can take, such as demonstrating how to

- program a thermostat or looking at furnace filters and discussing how frequently they should be changed.
- Review educational materials on behavioral actions and complementary GHG reduction programs (e.g., transportation, waste reduction, etc.), described in greater detail below.
  - Review audit reports to ensure customers fully understand the results and recommendations.
  - Follow-up and be available after the audit to answer customer questions via phone and/or email.
  - Present technical and educational information to housing associations and/or multiple tenants and associated owners in applicable multifamily buildings.
- 3) Facilitate customer investment in energy efficiency measure installation:
- Discuss all available rebates and incentives and assist customer to fill out and submit applicable rebate applications.
  - Explain available financing options, facilitate application process, and possibly originate financing, if applicable.
  - Design an ongoing action plan for interested customers wishing to install comprehensive upgrades over time.
- 4) Coordinate multifamily participation. In cases where residents of individual multifamily housing units, Home Owner Associations, property managers, or multifamily apartment building owners are interested in participating in the program, the energy concierge will coordinate, to the extent possible, with various actors to schedule audits, identify common installation recommendations and install direct measures within multiple units and/or common areas. Where appropriate, given building conditions, technical and equipment characteristics and cooperation by participating customers, the energy concierge may recommend one of the program's multifamily auditors to evaluate building characteristics and opportunities for deeper retrofits.
- 5) Provide ongoing measure installation support and facilitation, as requested by customers.
- 6) Create a training manual and series of trainings to improve the sales and advising skills of energy advisors throughout the Denver Energy Challenge program.
- 7) As directed by Project Manager, Contractor shall provide other energy efficiency program related tasks on an as needed basis not to exceed 20% of the total contract value.

### **3. Commercial Energy Efficiency Technical Support**

The commercial side of the program has a need for specialized energy efficiency expertise and program support, with the goal of implementing energy efficient improvements in commercial buildings. This will be accomplished by educating, motivating, and assisting commercial business owners with the process of achieving energy savings. The Contractor shall:

- 1) Provide introductory occupancy behavior training for small business owners and/or building managers, as directed by program staff.
- 2) Provide Subject Matter Experts on an on-call basis, to provide guidance to program staff and building owners on the complexities of energy efficiency needs and opportunities presented by the small commercial buildings they are evaluating. These SMEs will work with business owners to guide them towards implementation of energy conservation measures.
- 3) Provide in-depth energy evaluations and assessments for commercial facilities, using existing “off the shelf” tools and processes, under direction of program staff. The Contractor shall participate in the development of criteria and management of a yet to be launched program that will be focused on providing detailed energy evaluations and action plans to commercial building owners and/or facilities managers.
- 4) Provide administrative support for the development and implementation of yet to be launched short term and/or long term commercial energy-related projects and programs, as directed by program staff.
- 5) As directed by Project Manager, Contractor shall provide other energy efficiency program related tasks on an as needed basis not to exceed 20% of the total contract value.

*Sample Agreement*

*Exhibit B*

**KEY PERSONNEL**

**(To be completed by Contractor)**

*Sample Agreement*

*Exhibit C*

**RATE SCHEDULE**

**(To be completed by Proposer)**

## Energy Efficiency Program Support Rates

Category/Item	Unit	Rate
<p>1. Customer Support:</p> <ul style="list-style-type: none"> <li>• Operate the call center with representatives and supervisors available from 8 AM – 6 PM, Monday through Saturday</li> <li>• Process a minimum of 20 calls per day, up to a maximum of 200</li> <li>• Utilize staff when not taking calls to conduct data management and QAQC</li> <li>• Process all data for clients for monthly reporting</li> <li>• Create workflow and data management systems</li> </ul>	Monthly cost	
<p>2. Energy Advising:</p> <ul style="list-style-type: none"> <li>• Provide energy advising from start to finish for between 20 and 500 new clients per week. Rate must account for fluctuations in client intake and utilize staff time when not advising for other tasks, such as data management, quality assurance, or program work flow development.</li> </ul>	Monthly cost	
<p>3. Commercial Energy Efficiency Technical Support</p>		
<ul style="list-style-type: none"> <li>• Provide introductory occupancy behavior training for small business owners and/or building managers, as directed by program staff.</li> </ul>	Unit cost per training	
<ul style="list-style-type: none"> <li>• Provide Subject Matter Experts on an on-call basis, to provide guidance to program staff and building owners on the complexities of energy efficiency needs and opportunities presented by the small commercial buildings they are evaluating. These SMEs will work with business owners to guide them towards implementation of energy conservation measures.</li> </ul>	Hourly rate	
<p>6) Provide in-depth energy evaluations and assessments for commercial facilities, using existing “off the shelf” tools and processes, under direction of program staff. The Contractor shall participate in the development of criteria and management of a yet to be</p>	Unit cost per assessment for buildings under 10,000 square feet, between 10,000 and 50,000 square feet and above 50,000 square feet	

<p>launched program that will be focused on providing detailed energy evaluations and action plans to commercial building owners and/or facilities managers. Cost for evaluations fluctuates based on building size.</p>		
<ul style="list-style-type: none"> <li>• Provide administrative support for the development and implementation of yet to be launched short term and/or long term commercial energy-related projects and programs, as directed by program staff.</li> </ul>	<p>Monthly cost for program manager and support staff (Please include a breakdown of FTE staff assumptions)</p>	

Sample Agreement  
**Exhibit D**  
**American Recovery and Reinvestment Act**  
**SUPPLEMENTAL REQUIREMENTS**

**1. General Provisions.**

- A. For purposes of this Agreement, Consultant is a non-federal employer and the City's Contractor (alternatively, City's Vendor) to be compensated by ARRA funds.
- B. Consultant shall provide information to City in a timely manner and as necessary for City to comply with "Reporting and Registration Requirements under Section 1512 of the Recovery Act, Federal Assistance Reporting Checklist, DOE F 4600.2, and as otherwise required by the U.S. Department of Energy ("DOE").
- C. Consultant shall acknowledge DOE support and express a disclaimer in the publication of any material, whether copyrighted or not, based on or developed under this Agreement, as follows:

*Acknowledgment:* "This material is based upon work supported by the Department of Energy [National Nuclear Security Administration] [add name(s) of other agencies, if applicable] under Award Number(s) [enter the award number(s)]."

*Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

- D. DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Consultant shall provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.
- E. Consultant shall not expend federal funds paid under this Agreement, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

F. Consultant shall maintain current registration in the Central Contractor Registration (<http://www.ccr.gov>) at all times during this Agreement. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

**2. Flow Down Requirements.** Consultant shall comply with the following special terms and conditions:

A. (Reserved.)

B. Segregation of Costs

Consultant must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by Consultant or any private entity for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov), maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

#### F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

**Prohibition on Reprisals:** An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

**Agency Action:** Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all

costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

**Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration:** Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

**Requirement to Post Notice of Rights and Remedies:** Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, [www.Recovery.gov](http://www.Recovery.gov), for specific requirements of this section and prescribed language for the notices.).

#### G. Reserved

#### H. False Claims Act

Consultant shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

#### I. Information in Support of Recovery Act Reporting

Consultant may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Consultant shall provide copies of backup documentation at the request of the Contracting Officer or designee.

#### J. Availability of Funds

Funds obligated to this award are available for reimbursement of costs until 36 months after the award date.

#### K. Additional Funding Distribution and Assurance of Appropriate Use of Funds

**Certification by Governor –** For funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

**Acceptance by State Legislature --** If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

#### L. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Consultant shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

*Attachment 2*

**PROPOSER COMMENTS ON SAMPLE AGREEMENT**



*Attachment 3*

**CONTRACTOR DISCLOSURE FORM**

*Attachment 3*

**CITY AND COUNTY OF DENVER  
DEPARTMENT OF ENVIRONMENT HEALTH**

**CONTRACTOR DISCLOSURE FORM**

\_\_\_\_\_  
Bidding Entity's/Proposer's Name

\_\_\_\_\_  
Date this form was completed

\_\_\_\_\_  
Address

(\_\_\_\_)\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Name of Officer/Owner completing this Form

**INSTRUCTIONS**

1. Section 20-69 of the Denver Revised Municipal Code provides that the public interest is best served by maximum disclosure of political contributions made to candidates seeking election to City office by persons transacting business with the City and County of Denver. This Disclosure Form was devised to insure that City Bidder/Contractor/Contractor/Proposers comply with all applicable requirements of Section 20-69, D.R.M.C.

2. Complete each applicable Section of this Form in accordance with the following instructions and return it to the appropriate City official as directed.

3. If your business entity has previously submitted a Form **and** the information provided in this previously submitted Form **has not changed**, you need only complete Section 6 and return the Form.

4. If your business entity has not previously submitted a Form or any of the information contained in a previously submitted Form **has changed**, you must identify in Section 1 the **name** of **each** of the following for your business entity: (a) any director, (b) any officer, (c) any principal, (d) any owner and (e) any shareholder who owns or controls 5% or more of your entity.

5. If you are required to complete Section 1, you must also **EITHER**:

(A) Identify in Section 2, for each person listed in Section 1, that person's spouse, if any, and any children of that person, under the age of eighteen (18);

**OR**

(B) Identify in Section 3, any person listed in Section 1 and any spouse or age eighteen (18) or under child of any person listed in Section 1 that made a CONTRIBUTION, as defined in D.R.M.C. 15-32, to any CANDIDATE, as also defined in D.R.M.C. 15-32, during the last five (5) years,

**AND**

Certify in Section 4 that, except as disclosed in Section 3, no other person listed in Section 1 or any spouse or child under the age of eighteen (18) of any person listed in Section 1 made a contribution to any candidate, as these terms are defined in D.R.M.C. 15-32, during the last five (5) years.

6. And finally, if your proposal includes subcontractors or suppliers receiving **more than** \$100,000.00 for any work performed, materials provided, or services rendered **or** your business entity has a collective bargaining agreement with any union, you must identify each such subcontractor supplier and each such union in Section 5.

**SECTION 1. MUST BE FILLED OUT BY ALL CONTRACTORS:**

Identify below each individual having the noted relationship with the business entity listed above. Show appropriate letter in the box to the left. A = Officer, B= Director, C = Principal, D = Owner, E= Controller of 5% or more of the stock. If more than one category applies, show in second box.

- 1. [ ][ ] \_\_\_\_\_
- 2. [ ][ ] \_\_\_\_\_
- 3. [ ][ ] \_\_\_\_\_
- 4. [ ][ ] \_\_\_\_\_
- 5. [ ][ ] \_\_\_\_\_
- 6. [ ][ ] \_\_\_\_\_
- 7. [ ][ ] \_\_\_\_\_
- 8. [ ][ ] \_\_\_\_\_

EITHER FILL OUT SECTION 2 OR SECTION 3 AND SECTION 4 IF APPLICABLE.

**SECTION 2. Identify below each individual that is the spouse or a child under the age of eighteen (18) of any individual listed in Section 1 above.** Use the first box to designate relationship as follows; F = Spouse, G = Child under 18. Use the second box to identify relationship to person listed in Section 1 above. For example, if on Line 3 of Section 1 the name of John Doe is listed and his spouse, Jane Doe is listed on line 7 of Section 2, the number 3 should be placed in the second box of line 7 of Section 2.

- 1. [ ][ ] \_\_\_\_\_
- 2. [ ][ ] \_\_\_\_\_
- 3. [ ][ ] \_\_\_\_\_
- 4. [ ][ ] \_\_\_\_\_
- 5. [ ][ ] \_\_\_\_\_
- 6. [ ][ ] \_\_\_\_\_
- 7. [ ][ ] \_\_\_\_\_
- 8. [ ][ ] \_\_\_\_\_

**SECTION 3. DISCLOSURE OF CONTRIBUTION BY PERSONS LISTED IN SECTION 1 AND DISCLOSURE OF ANY SPOUSE OR CHILD UNDER THE AGE OF EIGHTEEN (18) OF A PERSON LISTED IN SECTION 1 WHO HAS MADE A CONTRIBUTION:**

List the names of any person listed in Section 1 who has made a contribution and the name of any spouse or child under the age of eighteen (18) of any person listed in Section 1 who has made a contribution during the last five (5) years. Use the first box to identify the person: A = Officer, B = Director, C = Principal, D = Owner, E = Controller of 5% or more of the stock, F = Spouse, G= Child under 18, use the second box to identify relationship of spouse or child listed to person listed in Section 1.

- 1. [ ][ ] \_\_\_\_\_
- 2. [ ][ ] \_\_\_\_\_
- 3. [ ][ ] \_\_\_\_\_
- 4. [ ][ ] \_\_\_\_\_
- 5. [ ][ ] \_\_\_\_\_
- 6. [ ][ ] \_\_\_\_\_
- 7. [ ][ ] \_\_\_\_\_
- 8. [ ][ ] \_\_\_\_\_
- 8. [ ][ ] \_\_\_\_\_

**SECTION 4. CONTRACTOR CERTIFIED STATEMENT IN LIEU OF DISCLOSURE.**

I hereby certify that, except as listed above, no officer, director, shareholder who owns or controls 5% or more of the business entity, principal, owner or his or her spouse or child under eighteen years of age has made a contribution, as defined in Section 15-32 D.R.M.C., or a contribution in kind, as defined at Section 15-32 D.R.M.C., to a candidate, as defined at Section 15-32 D.R.M.C., during the last five years.

\_\_\_\_\_  
Authorized Signature of Officer/Owner of Business Entity

**SECTION 5. DISCLOSURE OF SUBCONTRACTORS, SUPPLIERS AND UNIONS.** List the names of any unions with which your entity has a collective bargaining agreement and the names of any subcontractors or suppliers whose share of the amount to be paid by the City for this contract, purchase order or proposal will exceed One Hundred Thousand Dollars (\$100,000.00), identifying them in the box provided as follows: H = Subcontractor, I = Supplier, J = Union.

1. [ ] [ ] \_\_\_\_\_
2. [ ] [ ] \_\_\_\_\_
3. [ ] [ ] \_\_\_\_\_
4. [ ] [ ] \_\_\_\_\_
5. [ ] [ ] \_\_\_\_\_
6. [ ] [ ] \_\_\_\_\_
7. [ ] [ ] \_\_\_\_\_
8. [ ] [ ] \_\_\_\_\_

**SECTION 6. CERTIFIED STATEMENT OF PREVIOUS DISCLOSURE.**

I hereby certify that the information required to be disclosed by Section 20-69(d) D.R.M.C. [i.e. the information contained in responses to Sections 1, 2, 3, 4, 5 and 6 of this Form] for \_\_\_\_\_ has previously been furnished \_\_\_\_\_ Name of Entity to the City and County of Denver and is on file with the City Clerk and further certify that such information is current as of the date indicated below.

\_\_\_\_\_  
Authorized Signature of Officer/Owner of  
Business Entity

\_\_\_\_\_  
Date

*Attachment 4*

**TEAM MEMEBERS – IDENTIFY PROPOSED SUBCONTRACTORS**

*Attachment 5*

**PROPOSAL ACKNOWLEDGEMENT LETTER**

*Attachment 5*  
**PROPOSAL ACKNOWLEDGEMENT LETTER**

**City and County of Denver**

Proposer: \_\_\_\_\_ Date: \_\_\_\_\_

Doug Linkhart  
Manager  
Department of Environmental Health

Attached are the completed responses to Disclosure Forms in **Attachment 3**

I agree to be bound by the prices, rates, and costs set forth in the proposal throughout the term as specified in the RFP. I also acknowledge and agree that by submitting a proposal, the proposer is hereby bound to the provisions set forth in the instructions of the RFP, including without limitation, those regarding Disclosure of Information.

I acknowledge receipt and consideration of the following addenda to the proposal documents:

Addenda Numbers: \_\_\_\_\_

I, the undersigned, certify that I have examined and am fully familiar with the proposal documents; that I have satisfied myself with the respect to all questions I have regarding the RFP that could in any way affect my understanding of the services as set forth in the Sample Agreement and my estimate of the cost thereof; and that this proposal is submitted in accordance with and subject to the provisions of the RFP. The Proposer hereby warrants that it has validly and duly authorized the person signing this Proposer Acknowledgement Form to do so. The person or persons signing and executing this Proposer Acknowledgement on behalf of the Proposer hereby warrants that he or she (they) has (have) been fully authorized by the Proposer to execute this form on behalf of the Proposer and to validly and legally bind the Proposer to all the provisions set forth in the RFP.

Proposer:

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_

\_\_\_\_\_  
(Type or print name)

\_\_\_\_\_  
(Type or print name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Proposer's Business Address: \_\_\_\_\_

*Attachment 6*  
**PROPOSAL DATA FORM**

**ATTACHMENT 6**

**PROPOSAL DATA FORM**

*(Please use this form)*

**City and County of Denver**

NAME OF PROPOSER:

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---

ADDRESS:

---

---

---

PHONE:

---

FAX:

SOCIAL SECURITY/FEDERAL IDENTIFICATION NUMBER:

---

PRINCIPAL IN CHARGE (Name & Title): \_\_\_\_\_

EQUAL EMPLOYMENT OPPORTUNITY OFFICER: \_\_\_\_\_

NAME(S) OF PROFESSIONAL AND PUBLIC LIABILITY INSURANCE  
CARRIER(S): \_\_\_\_\_

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***PARENT COMPANY INFORMATION***

*(If applicable)*

NAME OF COMPANY:

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ADDRESS:

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PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

## **CERTIFICATION**

The undersigned certifies that to the best of his/her knowledge, the information presented in this Proposal Data form is a statement of fact and that the Proposer has the financial capability to perform the work described in the Proposer's documents.

---

Signature

---

Print Name

---

Title

---

Date