



DENVER
THE MILE HIGH CITY
JOHN W. HICKENLOOPER
MAYOR

CITY AND COUNTY OF DENVER

DEPARTMENT OF GENERAL SERVICES
Purchasing Division
www.denvergov.org/purchasing

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DEPT. 304, 11TH FLOOR
DENVER, CO 80202
PHONE: (720) 913-8100
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Buyer: J.D. Whiteman
Phone: 720-913-8119

REQUEST FOR PROPOSAL

Request for Proposal No. 6675

Denver Residential Energy Efficiency Program

SCHEDULE OF EVENTS

• RFP Issued	April 13, 2010		
• Deadline to Submit Additional Questions	April 19, 2010	5:00 P.M.	Local Time
• Response to Written Questions	April 22, 2010		
• Proposal Due Date	May 4, 2010	5:00 P.M.	Local Time
• Proposal Evaluation Period	Estimated 2-3 weeks		
• Contract Preparation / Negotiation	Estimated 3-4 weeks		

Vendor offers to furnish to the City and County of Denver the materials, supplies, products or services requested in accordance with the specifications and subject to the Terms and Conditions described herein.

VENDOR SIGN HERE

Company Name: _____

By: _____
(Printed or Typed Name)

(Signature)

Signature constitutes acceptance of all Terms and Conditions listed on this form and all documents attached.

THIS PROPOSAL MUST BE RETURNED IN A SEALED ENVELOPE WITH THE PROPOSAL NUMBER AND PROPOSAL TITLE ON THE ENVELOPE.

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SECTION A: GENERAL INFORMATION & PROPOSAL INSTRUCTIONS

A.1 BACKGROUND AND SCOPE:

The City and County of Denver, hereinafter referred to as the City, desires to solicit proposals relating to the purchase of **Services Related to a Denver Residential Energy Efficiency Program**.

A.2 SUBMISSION OF PROPOSALS:

Submit one (1) original and five (5) copies of your Proposal to the City & County of Denver Purchasing Division, 201 W. Colfax Ave., Dept. 304, 11th Floor, Denver, CO 80202. Proposals are to be in either an enclosed envelope or a sealed box and labeled with the Proposal number and name. Proposals must be received and time stamped in the Purchasing Division Office no later than date and time listed in section A.2. Individual Proposals will not be read in public or available for public inspection until after an award determination has been made. No proposals should be submitted in plastic sleeves or spiral binders. They may be submitted in 3 ring binders.

The City requests that whenever possible proposals be duplex printed on paper containing 30% post –consumer content in observance with the Greenprint Denver action plan.

Your proposal shall consist of the following separate sections:

- Section 1 - Signed RFP cover sheet
 - Answers to City posed questions from Section B.9
- Section 2 - Pricing Matrix – Section C
- Section 3 - Contract Terms and Conditions
- Section 4 - Additional Required Information
 - a) References
 - b) Disclosure of Principles

A.3 RFP QUESTIONS

The City shall not be bound by and the Vendor shall not request or rely on any oral interpretation or clarification of this RFP. Therefore any questions regarding this RFP are encouraged and should be submitted in writing by email to:

City Buyer: J.D. Whiteman
E-Mail: james.whiteman@denvergov.org
Phone: (720) 913-8119

Questions received up to deadline to submit question in the Schedule of Events will be answered in writing per the Schedule of Events. Answers to questions from any Vendor will be provided to all Vendors.

All communications regarding this proposal shall only be through the City's buyer listed above. No communication is to be directed to any other City personnel.

A.4 ADDENDA

In the event it becomes necessary to revise, change, modify or cancel this RFP or to provide additional information, addenda will be issued to all recipients of this RFP.

A.5 ALTERNATE RESPONSES

It is our intent to solicit proposals that afford the City the most cost efficient, technically responsive proposal for the acquisition of the subject matter of this RFP. However, we recognize that there may be arrangements different from that requested hereunder that would offer additional benefits to the City while satisfying the applicable requirements of this RFP. Accordingly, you may submit alternative proposals for consideration, which offer such additional benefits in addition to the requested baseline proposal. These alternatives will be evaluated in conjunction with the primary (baseline) approach for each proposal.

A.6 ACCEPTANCE PERIOD

Proposals in response to this RFP shall indicate that they are valid for a period no less than 120 days from the closing date.

A.7 TECHNICAL REQUIREMENTS/STATEMENT OF WORK

Section B of this RFP contains our proposed Statement of Work and/or Technical Requirements. This document shall form the basis of a Contractual Agreement covering the subject matter of this RFP. Exceptions or deviations to this proposal must not be added to the proposal pages, but must be on vendor's letterhead and accompany proposal. Any exceptions to this documentation will be taken into consideration when evaluating proposals submitted. The City reserves the right to reject any or all of your proposed modifications. The City welcomes cost saving proposals which still satisfy all technical and business objectives.

A.8 PRICING:

All prices quoted shall be firm and fixed. Pricing shall be in the format contained in Section C of this RFP. Alternative approaches for the pricing of the requested products and services may be provided, however, such alternate approaches shall be described separately and must be in addition to the format in Section C. Do not include cost or price figures anywhere except in the cost and pricing section.

A.9 RFP CONDITIONS AND PROVISIONS

This proposal must be signed by a duly authorized official of the proposing company. The completed and signed proposal (together with all required attachments) must be returned to the Department of General Services on or before the time and date of the deadline shown on page one. ***This proposal MUST be returned in a sealed envelope.***

All participating Vendors, by their signature hereunder, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. Any alteration, erasure or interlineation by the Vendor in this proposal shall constitute cause for rejection by the

Manager of General Services. Exceptions or deviations to this proposal must not be added to the proposal pages, but must be on vendor's letterhead and accompany proposal. Should the City omit anything from this RFP which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the Vendor shall secure written instructions from the Manager of General Services at least forty-eight (48) hours prior to the time and date to submit its proposal, as shown in page one.

Typographical errors in entering quotations on proposal may result in loss of award of this proposal.

All Vendors are required to complete all information requested in this proposal. Failure to do so may result in the disqualification of proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its judgment it deems it to be in the best interest of the City to do so.

Unit price for each item shall be shown and shall be for the unit of measurement indicated. In case of error in extension of prices, the unit price will govern.

The Manager of General Services reserves the right to waive any technical or formal errors or omissions and to reject any and all proposal(s), or to award contract for the items hereon, either in part or whole, if he deems it to be in the best interests of the City to do so.

The successful Vendor shall be in complete compliance with all of the specifications, terms and conditions of this proposal as outlined above. The City shall have the right to inspect the facilities and equipment of the successful Vendor to insure such compliance.

The City shall not be liable for any costs incurred by vendor in the preparation of proposals or for any work performed in connection therein.

A.10 GRATUITIES AND KICKBACKS:

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee (within six months of termination from City employment), or for any employee or former employee (within six months of termination from City employment) to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any City and County of Denver employee, the proposal shall be disqualified and shall not be reinstated.

A.11 NON-COLLUSIVE VENDOR CERTIFICATION:

By the submission of this proposal, the vendor certifies that:

- A. The proposal has been arrived at by the vendor independently and has been submitted without collusion with any other vendor.
- B. The contents of the proposal have not been communicated by the vendor, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the vendor 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.
- C. No vendor shall submit more than one proposal for this purchase. It shall be the responsibility of each vendor to obtain the prior written permission of the Director of Purchasing before proposal opening in every situation in which the vendor, due to corporate association or other affiliation, may be found to be impermissibly associated with another vendor. Failure to observe this requirement could result in all such affiliated proposals being rejected.

A.12 EVALUATION AND AWARDS:

The criteria to be used for the proposal evaluation include but are not limited to:

- (a) Pricing
- (b) Demonstrated experience in providing proposed services
- (c) Answers to City posed questions
- (d) Responsiveness to contract provisions

No weighting or relative importance of criteria is intended or implied by this list.

The City may request oral presentations as part of the evaluation process. Additionally, the City reserves the right to conduct negotiations with one or more Vendors and to award to two Vendors, if this is deemed to be in the City's best interest.

Any award as a result of this proposal shall be contingent upon the execution of an appropriate contract. Section D of this proposal contains our proposed terms and conditions. These terms and conditions shall form the basis of a Contract covering the subject matter of this proposal. If there is contention(s) with the Terms and Conditions, a brief explanation and alternative language, if any, should be included in your response to Section D. Any exceptions to the Terms and Conditions will be taken into consideration when evaluating proposals submitted. The City reserves the right to reject any or all of your proposed modifications.

A.13 GREENPRINT DENVER POLICY AND GUIDANCE:

The City & County of Denver, through its Greenprint Denver action plan, is committed to protecting the environment, and the health of the public and its employees. In accordance with this policy, City agencies are directed to procure cost-competitive products and services that minimize resource consumption and negative impacts on the environment and human health.

In requesting proposals for the City, when specifically required in the evaluation criteria, expects all responsive proposers to demonstrate commitment to and experience in environmental

sustainability and public health protection practices applicable to their line of services. The City during its evaluation processes will actively assess the quality and value of all proposals.

Vendors, when applicable, are to follow standards and recommendations of the United States Environmental Protection Agency EPP program, the Green Seal organization, and standards and practices specified by the U.S. Green Building Council, including the Leadership in Energy and Environmental Design (LEED) program.

A.13.a Environmentally Preferable Purchasing (EPP) Guidance and Prohibitions:

The City defines Environmentally Preferable products and services as having a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose. The City's EPP evaluation may extend to raw materials acquisition, energy consumption in manufacturing and transport, packaging, recyclability, waste disposal, and many other factors.

A.14 VENDOR PERFORMANCE MANAGEMENT:

The Purchasing Department may administer a vendor performance management program as part this proposal and resulting contract. The purpose of this program is to create a method for documenting and advising the Purchasing Department of exceptional performance or any problems related to the purchased goods and services.

Propose as part of your response specific performance measures that may be used to develop a vendor performance management report card. Also provide any other data, criterion or methods that would be effective in measuring vendor performance over the life of this contract.

A.15 DISCLOSURE OF CONTENTS OF PROPOSALS:

All proposals become a matter of public record and shall be regarded as Public Records, with the exception of those specific elements in each proposal which are designated by the proposer as Business or Trade Secrets and plainly marked "Trade Secrets", "Confidential", "Proprietary", or "Trade Secret". Items so marked shall not be disclosed unless disclosure is otherwise required under the Open Records Act. If such items are requested under the Open Records Act, the City will use reasonable efforts to notify the proposer, and it will be the responsibility of the proposer to seek a court order protecting the records, and to defend, indemnify, and hold harmless the City from any claim or action related to the City's non-disclosure of such information.

SECTION B: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

B.1 BACKGROUND:

In 2006, Denver conducted a greenhouse gas inventory and found that 14 percent of greenhouse gas emissions generated in Denver come from residential units. Denver's housing stock is very old: 84 percent was built before 1980 and 67 percent was built prior to 1970, therefore the City is faced with the challenge that the vast majority of residential housing lacks basic energy efficiency features. Through community outreach and demographic research the City is aware that many of these homes are occupied by low-income residents. Although energy efficiency improvements will immediately reduce carbon emissions and provide a reduction in utility costs, the financial barrier prohibits these actions from being taken.

Low-income residents in Denver are often torn between the expense of their high utility bills and other necessary living expenses. According to a 2008 report conducted in Denver by a local nonprofit agency, residents are frequently engaging in behaviors that reduce their quality of life in order to afford energy costs, including skipping meals, forgoing medications, suffering from excessive cold or heat, using unsafe methods for heat, or abandoning a home, often resulting in homelessness. Because many low-income residents live in older or more poorly maintained housing stock, their energy consumption and expenses are often even higher than they would be were the housing stock appropriately weatherized. An additional barrier for residents is access to information about responsible energy use, thus education becomes a key component to behavior modification.

The goals of the Greenprint Denver Energy Efficiency Program are to support and integrate residential sustainable practices to achieve the Mayor's Climate Action Plan goal of reducing greenhouse emissions 10% by 2012 while improving the quality of life of Denver residents by reducing energy and water usage to result in a savings in utility costs. These goals are accomplished by providing free income-qualifying services such as multiple CFL and programmable thermostat installations, low-flow faucet aerators and showerhead upgrades, and insulation assessments (which will be followed by insulation installation through a separate contract). Additional or alternative services that will provide a greater rate of energy efficiency and/or money savings will be considered if presented in submitted proposals. The project targets low-income homeowners and renters in single-family homes, duplexes and townhomes.

The Greenprint Denver Energy Efficiency Program will enhance existing services offered to Denver residents through the use of Federal stimulus dollars. The total maximum available budget is \$450,000.

Greenprint Denver has an ongoing outreach program throughout the Denver area. Working with non-profit collaborative partners and residential "green teams", door-to-door canvassing is conducted to provide a basic suite of energy efficiency tools and resources to households, and to identify low-income residents who qualify for federally funded weatherization services. This outreach model will be used to identify income-qualifying residents for the Energy Efficiency Program. These names will be collected by Greenprint Denver and sent to the selected contractor(s) to perform the work.

B.2 DEFINITIONS:

- Residential single-family dwellings: A house, duplex and/or townhomes occupied by the home owner or renter.
- Income-qualifying energy efficiency upgrade services: The basic level of services that will be provided are installation a maximum of twenty (20) CFLs throughout the residence, programmable thermostat installations, low-flow faucet aerators installed in the kitchen and bathrooms, low-flow showerheads installed in each shower, standardize water heater temperature, and an assessment of attic insulation.
- Insulation assessment: A review of insulation in the attic of the single-family dwelling to look at the type, quality and quantity of attic insulation.
- Project tracking: A spreadsheet of residential information including residents name, address, and contact information, detailed description of services installed, and insulation assessment results.
- Residential report: A report given to homeowner that outlines the energy efficiency services performed, energy saved, potential financial savings, insulation assessment and referral for installation upgrade if required.
- Contract energy report: A report given to Greenprint Denver that outlines the energy efficiency services performed, energy saved, GHG emission reduction, potential financial savings, insulation assessment and referral for installation upgrade if appropriate.
- Residential education: Simple and accurate information about energy efficiency and renewable energy measure including but not limited to how they work, how they compare, what financial incentives exist to help pay for them, and what service providers exist in the resident's geographic location.

B.3 REQUIREMENTS AND PROGRAM DELIVERABLES:

Greenprint Denver is seeking a qualified provider to perform residential energy efficiency upgrade services and behavior education for the Energy Efficiency Program in income-qualifying residential single-family dwellings within the City and County of Denver.

The qualified proposer will include an organization or agency with extensive experience in managing and evaluating energy efficiency programs, installing energy efficiency upgrades, insulation assessments and residential education on reducing energy consumption for low-income single family residences in the City and County of Denver.

Proposers must possess a solid history of managing energy efficiency work for single family residences in Denver. The Proposer must also display a strong organizational history, appropriate infrastructure and skill to seamlessly manage a project and contract of this scope, including reporting, invoicing and accounting mechanisms and must have a qualified bilingual staff

member with appropriate customer service expertise to assist residents. The Proposer must also be able to support residents in contracting with insulation providers as required.

1. Selected contractor will provide to qualifying residents in single-family dwellings energy efficiency upgrades and improvements.
2. Selected contractor will provide education on enhanced energy efficiency behavior modifications so that residents will understand their energy usage and energy efficiency upgrade needs.
3. Selected contractor will provide residents assistance in the process of finding and completing the process of insulation installation (if required).
4. Selected contractor will track all installations to assist in the evaluation of services performed and measure program progress toward Climate Action Plan goals.
5. Selected contractor will provide single family dwellings with a residential report card of improvement services provided to assist in education of behavior modification.

To achieve these goals, the contractor(s) will be required to provide project management and evaluation that includes:

1. Providing at least one client customer service staff member who is bilingual.
2. Providing energy efficiency upgrade services to income-qualifying residence as outlined by Greenprint Denver.
3. Providing materials and installation of all energy efficiency upgrades
4. Providing in-home education with resident about energy usage, efficiency, and conservation for residents receiving energy efficiency services and upgrades.
5. Providing attic insulation assessment as outlined below.
6. Providing assistance to residents in finding an insulation contractor and completing the process for insulation installation (to include helping with rebate forms, explaining the process, and providing follow up post-installation).
7. Conducting evaluation on all completed energy efficiency upgrade services plus dollar savings relating to upgrades and evaluation of learning and behavior change from education of residents around energy conservation.

A list of pre-screened “leads” will be given to proposer by Greenprint Denver as a result of neighborhood outreach models or direct calls received from residents to the Greenprint Denver office. The contractor is required to establish contact with the resident within ten (10) business days of initial contact made from outreach or receipt of call, and to have an appointment for service scheduled.

B.4 ATTIC ASSESSMENT CRITERIA:

Attic assessment criteria will include a review of insulation in the attic of the single-family dwelling to look at the type, quality and quantity of attic insulation. An appropriate insulation “grade” would be attic insulation (where existing is R-19 or less) to an R-value of 40 or greater or attic insulation (where existing is R-20 or more) to at least R-25 higher than existing insulation and should be 15-16 inches at a minimum. The assessment will also include determination of proper (or improper) installation, ex: piled unevenly, separated, incomplete coverage. Assessment results will be formulated by selected contractor and discussed with

resident. In the case where the occupant is a renter, selected contractor will offer to contact property owner to discuss assessment results and options for remediation. Selected contractor will explain the services available, including rebates and free income-qualifying installations. Selected contractor will provide the resident with a list of insulation contractors recommended by the state as provided to the selected contractor by Greenprint Denver. Selected contractor will assist with the completion of paperwork for insulation installation rebates and will contact the installation contractor for services.

B.5 MATERIALS TO BE PROVIDED BY CONTRACTOR:

- 13W CFL
- 20W CFL
- (Note: total number of CFL installed per dwelling not to exceed 20)

- 1.5 gallon showerhead – No limit per dwelling
- 1.5 gallon kitchen aerator – No limit per dwelling
- 1.0 gallon bathroom aerator – No limit per dwelling
- Simple, inexpensive programmable thermostat – One (1) per dwelling

B.6 INVOICING REQUIREMENTS:

Contractor will be required to submit to Greenprint Denver a monthly invoice that outlines:

- Number of dwellings with names and addresses of residents in which energy efficiency upgrades are installed
- Number of dwellings, plus names and addresses in which attic insulation assessment is found to be inadequate.
- Total number of hours spent on each dwelling
- Itemized number and cost of materials for each dwelling.

B.7 REQUIRED DATA TRACKING - INFORMATION TO BE FURNISHED TO THE CITY:

Contractor will be required to submit the following additional information to Greenprint Denver:

- Address and resident contact information
- Landlord information (if renter)
- Report of installations and actions take per home, including the result of the attic assessment

B.8 REQUIRED FOLLOW UP:

Contractor shall provide the following follow up services:

- Contact Landlord if attic insulation is required
- Provide resident with a list of insulation contractors to be provided by the City.
- Contact resident to ensure that insulation is installed

B.9 PROPOSER QUESTIONS:

Your proposal must specifically address each of the questions/issues that are listed below. The quality and detail of your responses will figure significantly in the overall evaluation of your proposal. Proposers are encouraged to give examples and provide additional information to support your compliance on each point. **To standardize the format of all proposals, Proposers are required to respond to all questions in the order given and to list the item number and restate the question prior to giving their answer.**

1. Please provide a brief description of your agency or organization including mission, history, years in operation, total staff size and staffing dedicated to this program.
2. Please describe your organizational and staff experience in providing the services requested by the City in this Request for Proposal. Specifically address the following:
 - Ability to provide at least one client customer service staff member who is bilingual
 - Ability to provide materials and installation of all energy efficiency upgrades
 - Ability to provide in-home education for residents regarding energy usage, efficiency and conservation
 - Ability to provide attic insulation assessment as outlined
 - Ability to provide assistance to residents in finding an insulation contractor and completing the process for insulation installation (to include helping with rebate forms, explaining the process and providing follow up post-installation
 - Ability to conduct an evaluation on all completed energy efficiency upgrade services plus dollar savings relating to the upgrades
 - Ability to evaluate the extent of behavior change of residents as a result of the energy conservation education provided to them.
3. Please describe your organization's commitment to the community and your philosophy of engaging the community.
4. Please describe your proposed methodology for tracking data and reporting outcomes.
5. Please describe any energy efficiency educational components, materials and/or outreach methods that are currently used by your organization.
6. Please list and provide details of any previous contracts with either the City & County of Denver or other governmental agencies.
7. Please describe how this project will contribute to job training, retention and/or creation.

8. Please discuss your organization's program to train workers to conduct a proper insulation assessment.
9. Please discuss your organization's purchasing practices and supply sources.
10. Please explain what sets your organization apart and detail the benefits that your organization will bring to this program.
11. Please provide information on the hourly wage and benefit package to be offered to your workers for all classifications that will be employed on the project.

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SECTION C: PRICING

C.1 PRICING INFORMATION:

This section shall include a description of the proposed costs and prices. All pricing information shall be limited solely to this section of your proposal. This section should address all requirements set forth in Section B as well as any other items pertinent to your proposal pricing such as additional discounts for increased quantities, prompt payment, etc. The requirements have been developed to allow the City to uniformly evaluate prices submitted for the work. Accordingly, you should follow these instructions carefully and provide all data requested in the formats specified herein and in any referenced attachments.

Any omissions in this proposal shall be identified by each Vendor and incorporated into their proposal. The City will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents. The City reserves the right to purchase part or the entire proposal.

C.2 CHANGES:

The City will not consider change orders or amendments to any contract entered into under this Request for Proposals unless the City determines a need to change the original scope of the project. All items not itemized in the pricing above which are instrumental to completing the project will be at the cost of the selected contractor to supply at no additional charge to the City.

C.3 PRICING:

All prices quoted shall be firm and fixed.

C.4 PROPOSAL ITEMS:

Pricing Item #1

Inspection and Reporting Charge per Residential Single Family Dwelling:
(To include; energy assessment, insulation assessment and assistance with completion of insulation rebate paperwork, residential report, required data tracking, contract energy report and educational materials and requirements) in accordance with the Scope of Work

\$ _____/Residential Single Family Dwelling

Pricing Item #2

Installed Cost for each 13W CFL Bulb	\$ _____
Installed Cost for each 20 Watt CFL Bulb	\$ _____
Installed Cost for each 1.5 Gallon Showerhead	\$ _____
Installed Cost for each 1.5 Gallon Kitchen Aerator	\$ _____
Installed Cost for each 1.0 Gallon Bathroom Aerator	\$ _____
Installed Cost for each Programmable Home Thermostat Manufacturer: _____ Model #: _____	\$ _____

**FOR ADDITIONAL INFORMATION CONTACT BUYER J.D. WHITEMAN 720-913-8119
or james.whiteman@denvergov.org**

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SECTION D: SAMPLE CONTRACT

This section shall include your response to our proposed terms and conditions included in this Section D and shall form the basis for the preparation of a Contractual Agreement covering the subject matter of this RFP.

You shall respond in your proposal either that all terms and conditions are acceptable or that some are acceptable and some are not. Underline or highlight those words, phrases, sentences, paragraphs, etc. that are not satisfactory and note any exceptions by referencing the appropriate article number, a brief explanation and alternative language, if any, and submit same on a separate typewritten sheet. Any exceptions will be taken into consideration when evaluating your proposal.

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Note: This draft agreement is a sample agreement provided for informational purposes only. The City and County of Denver reserves the right to make changes of any kind to this sample agreement.

AGREEMENT

THIS AGREEMENT is made _____, 2010, between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and _____, a _____, [with its principal place of business located at/ doing business at] _____ (the “Contractor”), collectively “the parties”.

The parties agree as follows:

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

2. SERVICES TO BE PERFORMED:

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

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

c. The City is a Recipient of a federal grant, Award DE-EE0000909/000, CFDA No. 8128, Contract No. GC94011, which was obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (“ARRA funds”) in the amount of \$6,079,500.00.

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

(1) Contractor 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) Contractor 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) Contractor 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.

e. **Supplemental Requirements** are specified in the attached **Exhibit B**.

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

3. **TERM:** The Agreement will commence on execution of this Agreement and will expire on _____ (the "Term"). Subject to the Manager's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Manager.

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 for services provided at the rates set forth in **Exhibit A**. Amounts billed may not exceed the rates set forth in **Exhibit A**.

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

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

d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed _____ (\$_____) (the

“Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in ***Exhibit A***. Any services performed beyond those in ***Exhibit A*** are performed at Contractor’s risk and without authorization under the Agreement.

(2) The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by 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.

(3) That portion of the Maximum Contract Amount which is allocated from ARRA funds is \$464,549.00.

e. This Agreement is subject to and contingent upon the continuing availability of funds from the Grantor.

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

6. **TERMINATION:**

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon 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 stating “Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written 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.” Additionally, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. 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 C*, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the Certificate. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. The City’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, 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:

(a) 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 in excess of policy limits;
- (iii) A severability of interests, separation of insureds or cross liability provision; and
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) 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

(c) 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 D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property

12. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the 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 of General Services
201 West Colfax Avenue, Dept. 304
Denver, Colorado 80202

With a copy of any such notice to:

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

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

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

a. This Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and any amendments (the "Certification Statute"). The Contractor is liable for any violations as provided in the Certification Statute.

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 either the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., or the employment verification program established by the Colorado Department of Labor and Employment under § 8-17.5-102(5)(c), C.R.S. (the "Department Program"), 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 either the E-Verify Program or the Department Program.
 - (4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement.
 - (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.

20. PASS-THROUGH OF CITY OBLIGATIONS PURSUANT TO THE APPLICANT VERIFICATION STATUTE: This Agreement is subject to Article 76.5 of Title 24, Colorado Revised Statutes, and any rules adopted pursuant thereto, as now existing or as amended. On the request of the Agency, the Contractor shall verify the lawful presence in the United States, of each natural person eighteen years of age or older (the “Applicant”), who applies for Federal, State or Local Public Benefits (“Benefits”) conferred pursuant to this Agreement, as such Benefits are defined in the Applicant Verification Statute. On the request of the Agency, the Contractor shall require the Applicant to produce one of the forms of identification listed in the Applicant Verification Statute, and execute an affidavit in the form attached to this Agreement as **Exhibit D** and incorporated here by reference. Where applicable, the Contractor shall maintain copies of each Applicant’s identification documentation and affidavit, and shall make such copies available to the City upon request.

21. 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.

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

23. 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.

24. 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.

25. 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.

26. 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.

27. ORDER OF PRECEDENCE: 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. 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.

32. 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.

33. 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.

34. ORDER OF PRECEDENCE:

a. This Agreement is comprised of the Agreement and each of the following, which are incorporated by reference herein:

- (1) Exhibits A-D;
- (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

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

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

The remainder of this page left blank intentionally

THE PARTIES have executed this Agreement as of the date first written above.

ATTEST:

CITY AND COUNTY OF DENVER:

By: _____
STEPHANIE Y. O'MALLEY, Clerk
and Recorder, Ex-Officio Clerk of the
City and County of Denver

By: _____
M A Y O R

RECOMMENDED AND APPROVED:

By: _____
Manager of General Services

APPROVED AS TO FORM:

DAVID R. FINE
CITY ATTORNEY for the City and
County of Denver

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance

By: _____
Assistant City Attorney

Contract Control No. _____

By: _____
Auditor

“CITY”

ATTEST: [If required by Corporate
procedures]

Taxpayer (IRS) I.D. No. _____

By: _____

By: _____

Title: _____

Name: _____
(please print)
Title: _____

“CONTRACTOR”

EXHIBIT A SCOPE OF WORK AND RATES
EXHIBIT B SUPPLEMENTAL REQUIREMENTS
EXHIBIT C CERTIFICATE OF INSURANCE
EXHIBIT D VERIFICATION AFFIDAVIT

EXHIBIT A

SCOPE OF WORK

[TO BE INSERTED]

EXHIBIT B

**SUPPLEMENTAL REQUIREMENTS
GE91445**

1. General Provisions.

- A. For purposes of this Agreement, Contractor is a non-federal employer and the City's Contractor (alternatively, City's Vendor) to be compensated by ARRA funds.
- B. Contractor 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. Contractor 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. Contractor 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. Contractor 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. Contractor 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. Contractor shall comply with the following special terms and conditions:

- A. (Reserved.)

- B. Segregation of Costs

Contractor 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 Contractor 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, 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, for specific requirements of this section and prescribed language for the notices.).

G. Reserved

H. False Claims Act

Contractor 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

Contractor may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Contractor 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. Contractor 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.

EXHIBIT C

CERTIFICATE OF INSURANCE

[TO BE PROVIDED BY CONTRACTOR]

EXHIBIT D

VERIFICATION AFFIDAVIT

I, _____, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

_____ I am a United States citizen, or

_____ I am a Permanent Resident of the United States, or

_____ I am an alien lawfully present in the United States pursuant to Federal Law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that State law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute §18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

Date

Name of Applicant [Print]

SECTION E: ADDITIONAL REQUIRED INFORMATION

E.1 REFERENCE LISTING:

Vendors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the vendor has provided similar projects:

Company Name	_____
Address	_____
Reference	_____
Telephone Number	_____
Project Name	_____
Value	\$ _____
Company Name	_____
Address	_____
Reference	_____
Telephone Number	_____
Project Name	_____
Value	\$ _____
Company Name	_____
Address	_____
Reference	_____
Telephone Number	_____
Project Name	_____
Value	\$ _____

E.2 DISCLOSURE OF PRINCIPALS:

Pursuant to D.R.M.C. 20-69: all contract for professional or personal services which 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 which exceeds twenty-five thousand dollars (\$25,000.00) in revenue or cost; and all proposals for concession agreements for the use of City facilities or property must be accompanied by a separate detachable page setting forth the following information:

- (1) the names of any officer, director, owner or principal of the business entity, including the identity of any shareholder who owns or controls 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.
- (2) the name of any subcontractors or vendors whose share of the proposal exceeds \$100,000.00 of the contract or formal proposal amount; and
- (3) the names of any unions with which the vendor has a collective bargaining agreement.

See the following page___for a form which may be used for such vendor disclosure.

The information required in (1) above must be provided at the time of proposal submittal, and the information required in (2) and (3) must be submitted in a timely fashion prior to award.

Failure to provide the required information in a timely fashion shall render any proposal to which D.R.M.C. 20-69 applies non-responsive.

While a vendor 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 vendor 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 **by so stating and signing the Disclosure Form**. 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.

VENDOR/CONTRACTOR/VENDOR/VENDOR DISCLOSURE

Bidding Entity's/Vendor's Name	Telephone Number	Form Completion Date
Address	Printed Name of Officer/Owner	
City, State, Zip Code	Signature of Officer/Owner	

Section 20-69, D.R.M.C. requires the disclosure of the name of each officer, director, shareholder who owns or controls 5% or more of the business entity, principal, and owner of each bidding or proposing entity, and either the names of the spouses of those individuals and the names of their children under the age of eighteen (18), or a statement in lieu of the disclosure of the names of such spouses and children as set forth below in the "Certified Statement in Lieu of Disclosure". **The names of officers, directors, 5% shareholders, principals and owners must be disclosed in either event.** Required disclosures also include the names of any subcontractor/supplier receiving more than \$100,000.00 of work and the names of any unions with which the bidder/Vendor has a collective bargaining agreement.

This page may be photocopied if additional space is required.

The individuals listed below are disclosed as having the noted relationship with the business entity/Vendor listed above. Show appropriate letter in the box to the left. Use center box for relationship to another line number: A=Officer, B=Director, C=Principal, D=Owner, E=Controller of 5% or more of the stock, F=Spouse, G=Child under age 18, H=Subcontractor, I=Supplier, J=Union. Identify with an asterisk (*) all listed persons who have made a contribution or contribution in-kind, as defined by Section 15-32 D.R.M.C., within the last five years.

1. [] [] [] _____	9. [] [] [] _____
2. [] [] [] _____	10. [] [] [] _____
3. [] [] [] _____	11. [] [] [] _____
4. [] [] [] _____	12. [] [] [] _____
5. [] [] [] _____	13. [] [] [] _____
6. [] [] [] _____	14. [] [] [] _____
7. [] [] [] _____	15. [] [] [] _____
8. [] [] [] _____	16. [] [] [] _____

**BIDDER/CONTRACTOR/VENDOR/VENDOR CERTIFIED STATEMENT
IN LIEU OF DISCLOSURE OF NAMES OF SPOUSES AND CHILDREN**

I hereby certify that, except as identified by an asterisk above, no officer, director, shareholder who owns or controls 5% or more of the business entity, principal, or owner or his or her spouse or child under eighteen years of age has made a contribution, as defined at 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.

Printed Name of Officer/Owner of Bidding/Proposing entity

Signature of Officer/Owner of Bidding/Proposing entity

E.3 VENDOR'S CHECK LIST:

The following check list should be used to ensure required documentation is attached to the proposal. If a document is not required for your proposal, write n/a in the blank.

1. Have you signed the front page of the proposal? _____
2. Have you reviewed all proposal prices, checked unit costs, extensions and totals? _____
3. Have you included manufacturer's names and reference numbers, as applicable? _____
4. Have you listed the quantities you will supply? _____
5. Have you supplied any alternatives or additional information on separate headed note paper? _____
6. Have you responded to or completed and included in your response **all** of the City's requirements, questions, forms, including the vendor sustainability form and other city requests (where applicable)? _____
7. Have you assured that there is sufficient time to transmit this proposal? The mailing envelope must be delivered on time, as specified in the proposal, to the correct address; the proposal must be sealed and marked with proposal number, date required and proposal title. _____
8. Have you enclosed relevant technical literature or samples (where applicable)? _____

E.4 GREENPRINT DENVER VENDOR SUSTAINABILITY:

The City encourages vendors to demonstrate a commitment to and experience in environmental sustainability and public health protection practices applicable to its line of products and/or services being procured in this proposal. See Section A of this proposal for the Greenprint Denver Policy and Guidance. The following are areas that may be addressed.

Explain how your products and/or service supports the City’s goal of environmentally preferable purchasing.

- Manufacturing Process
- Product Content
- Transportation
- Packaging
- Performance
- End of Life
- Third Party Certification (Green Seal, Eco Logo, Design for the Environment, etc.)
- Other

E.5 VENDOR INFORMATION

Vendor	
Information	Tell us where the vendor will provide? ☐ Rent ☐ Medical Service 06 ☒ Non-Employee Compensation 07 ☐ Attorney 14
	Business Name _____ Tax ID # (TIN or SSN) _____
	Business Address _____ Telephone Number _____
	City, State Zip _____ Fax Number _____
	Order Address (If different from above) _____ Email (not Required) _____
	City, State, Zip _____
	Remittance Name _____
	Remittance Address _____
	City, State, Zip _____
	Vendor Entity Type (check one) ☐ Individual ☐ LLP/LLC ☐ Partnership ☐ Sole Proprietor ☐ Corporation ☐ Government ☐ Exempt/Non-Profit ☐ Employee

Substitute Form
W-9

**REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER (TIN) VERIFICATION**

For Auditor's Office Use Only
Vendor #

PLEASE PRINT OR TYPE
INFORMATION

Legal Name (Do NOT Enter the Business name of a sole proprietorship on this line.)

Trade Name (Complete only if doing business as – DBA.)

Official Business/Mailing Address (Include City, State and Zip Code.)

Do NOT send to the IRS

Return this form to the City and County of Denver contact with whom you have been working at the address below.

Purchasing Division
Department of General Services
City & County of Denver
Wellington E. Webb Municipal Office Building
201 W. Colfax Ave. Dept 304
Denver, CO 80202

☐ Check this box if you are either an attorney or a law firm. ☐ Check this box if you are a medical service provider.

Check your legal entity type and enter your 9-digit Taxpayer Identification Number (TIN) below.

For Individuals, this is your Social Security Number (SSN). For other entities, it is your Employer Identification Number (EIN).

☐ **Sole Proprietor** (Note: Enter both the Owners SSN and the business EIN if applicable.)

SSN

EIN

☐ **Individual**

SSN

☐ **General Partnership**

EIN

☐ **Corporation**

EIN

☐ **S-Corporation**

EIN

☐ **LLC**

EIN

☐ **LLP**

EIN

☐ **Government Entity**

EIN

☐ **Exempt or Non-Profit Organization**

EIN

If your business is a Foreign Entity please request a Form W-8 Certificate of Foreign Status from your City & County of Denver contact.

CERTIFICATION

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide the correct TIN.

Name (print or type) _____ **Title** (print or type) _____

Signature _____ **Date** _____ **Telephone** _____



CITY AND COUNTY OF DENVER

DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
www.denvergov.org/purchasing

WELLINGTON E. WEBB
MUNICIPAL OFFICE BUILDING
201 WEST COLFAX AVE., DEPT. 304
DENVER, CO 80202
PHONE: (720) 913-8100
FAX: (720) 913-8101

Date: April 20, 2010

Page 1 of 3

ADDENDUM NO. 1
REQUEST FOR PROPOSAL NO. 6675
Denver Residential Energy Efficiency Program

The above referenced Proposal is hereby addended as follows:

The following City answers to vendor posed questions should be considered when responding to this RFP:

1. What do you consider an attic? Do flat roofs or cathedral ceilings need to be checked by drilling a hole? If there is no attic access, does one need to be cut? Do knee wall attic spaces count as "attics"?

ANSWER: No cutting or drilling. We are talking about easy to access spaces below the roof.

2. Can energy savings calculations be based on average calculations, or would you want a more in depth calculation? For example, the savings that can be expected by setting back a thermostat actually depend on the existing insulation levels, window types, air leakage, and furnace efficiency, as well as the behavior of the occupant (how many hours will it be set back and how many degrees). Do you expect a calculation that takes all of these things into account, or can we just provide typical savings for a typical behavior (e.g. if you set back your thermostat 3 degrees for 8 hours a day, you will typically save a range of \$xx to \$xx)?

ANSWER: We will accept typical calculations and will be able to provide standards that are currently being used by the City of Denver's Department of Environmental Health.

3. What income range will be eligible for this service?

ANSWER: 300% above the Federal Poverty Level

4. Will verification of income be the job of the contractor? If so, what will be involved with income verification?

ANSWER: No. The verification is being done during outreach (collection of names)

5. What behaviors shall be covered in the educational portion of the home visit?

ANSWER: Not completely determined and we are interested in hearing what the proposer would suggest.

6. Please elaborate on “assist on evaluation of services performed” with regard to the attic insulation work. Is the contractor expected to inspect all of these jobs? If the job isn’t done properly, is the contractor expected to follow up again to make sure changes are made?

ANSWER: The contractor will not be responsible for the insulation installation but will follow up with resident to ensure that the work has been completed. They will also explain the benefits of insulation as part of the education component.

7. Please elaborate on “provide residents assistance in the process of finding and completing the process of insulation installation”. Does this entail simply providing the client with the list of qualified contractors and rebate information? Or, does it entail writing up a description of work, walking contractors through the job, inspecting the job? Or, something else?

ANSWER: It means helping the resident by giving them a list of contractors (provided by the GEO and Greenprint Denver to contractor) and helping them understand rebate information and forms if they need assistance.

8. Is the “residential report card” already developed? If not, is the contractor expected to develop this?

ANSWER: We have a template that can be used, but are open to other formats if the contractor wishes to submit one for review.

9. Please elaborate on “conducting evaluation on all completed energy efficiency upgrade services...” Is this an analysis of typical savings associated with the upgrades installed, or actual follow up to determine what behaviors are being followed by each particular client? Or, something else?

ANSWER: Analysis of typical savings associated with the upgrades installed.

10. Establishing contact is not always possible in 10 days. People aren’t home, don’t return calls, phones are disconnected, etc. Is there an expectation of how many times the contractor needs to attempt to call the client before it is considered a dead lead?

ANSWER: The expectation is that there will be clear and current communication between the contractor and Greenprint and the evaluation of a “dead lead” will be done collaboratively.

11. Page 11, first paragraph says “selected contractor...will contact the installation contractor for services”. Does this mean that the contractor is to set up walk-throughs or bidding with insulation contractors? Please explain this in greater detail.

ANSWER: It means that the contractor will do a “hand off” to the insulation contractor whenever possible.

12. What is the timeframe for this money to be spent?

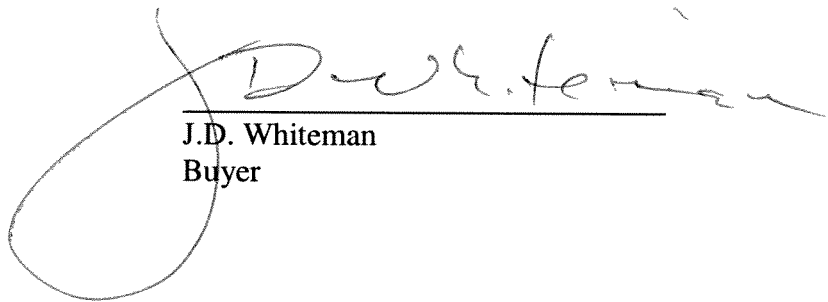
ANSWER: Twelve months

13. Does the city want to hire just one contractor, or can proposers suggest the fraction of the total budget that they would request for a specified number of houses?

ANSWER: The City reserves the right to hire one or more contractors to accomplish this project based on cost, experience and capacity. If you wish to propose a fraction of the total budget that you would like to request based on your capacity, please include that information in Section 1 of your response, along with the signed cover sheet and answers to the City's questions. You must still provide all of the cost information requested in Section "C" of the RFP.

Proposer shall initial here _____ and attach to proposal. Failure to do so may be cause to consider your proposal non-responsive and cause for rejection.

Company: _____



J.D. Whiteman
Buyer



CITY AND COUNTY OF DENVER

DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
www.denvergov.org/purchasing

WELLINGTON E. WEBB
MUNICIPAL OFFICE BUILDING
201 WEST COLFAX AVE., DEPT. 304
DENVER, CO 80202
PHONE: (720) 913-8100
FAX: (720) 913-8101

Date: April 21, 2010

Page 1 of 2

ADDENDUM NO. 2 **REQUEST FOR PROPOSAL NO. 6675** **Denver Residential Energy Efficiency Program**

The above referenced Proposal is hereby addended as follows:

Please incorporate the following City answers to vendor posed questions into your response:

1. Can private or for profit companies respond to this RFP?

ANSWER: The RFP is not specifically restricted to non-profit organizations.

2. Does the \$450,000 in funds include insulation costs? Or will there be another RFP for insulation installation?

ANSWER: Insulation costs are not included in the \$450,000 budget and a follow-up RFP for insulation installation is not anticipated. The selected contractor(s) will only be responsible for providing the resident with a list of insulation contractors (provided by the GEO and Greenprint Denver to the selected contractor(s)) and helping them to understand rebate information and forms if they require assistance.

3. When does the contract for this RFP end or when do funds need to be spent?

ANSWER: As stated in the answer to Question #12 on Addendum #1, the anticipated time frame is twelve months.

4. Regarding question A.14 on page 7:
Does the vendor refer, in this case to us, or to those firms that we purchase materials from?

ANSWER: Yes, it refers to your firm. The performance of your suppliers will obviously affect your ability to perform on the contract, but the City is concerned with the overall performance of the contracted vendor.

5. Does the vendor performance management report card refer to assessing product quality?

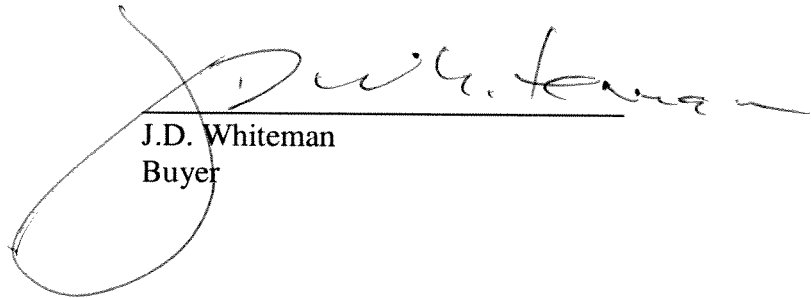
ANSWER: Product quality and your ability to correct problems would certainly be one consideration in your overall performance on the contract.

6. On page 39, the proposal asks for a Certificate of Insurance-is that required when the proposal is submitted or when the contract is negotiated?

ANSWER: It will be required of the selected contractor(s) prior to the completion of contract negotiations, but you are certainly not prohibited from providing proof of insurance with your RFP response.

Proposer shall initial here _____ and attach to proposal. Failure to do so may be cause to consider your proposal non-responsive and cause for rejection.

Company: _____



J.D. Whiteman
Buyer