



REQUEST FOR PROPOSAL

EECBG COLORADO RETROFIT RAMP-UP SUPPORT SERVICES (SOCIAL MOBILIZATION CAMPAIGN, DATABASE MANAGEMENT, AND MARKETING/PUBLIC RELATIONS SERVICES)

RFP # 5321-10

SUBMITTAL DUE DATE

**July 30
2:00 p.m.**

BOULDER COUNTY PURCHASING	BOULDER COUNTY PURCHASING
2020 13TH STREET	P O BOX 471
BOULDER CO 80302	BOULDER CO 80306
(303) 441-3525	(303) 441-4524

General Introduction

Boulder County has received a competitive grant award from the Department of Energy entitled Colorado's Retrofit Ramp Up Program. With this funding, Boulder County and its municipal partners will deliver energy efficiency programs to residents and businesses across Boulder County. The target level of participation is 10,000 homes and 3,000 businesses by the end of 2012¹ with the goal that each home and business occupant changes their/its behavior and/or completing retrofits to their/its property. The Colorado Retrofit Ramp-Up Program will bring both new and existing energy efficiency model programs to market via regional collaboration and funding partnerships. Boulder County and its program partners will advance the use of energy efficiency resources, while stimulating economic growth and investment in Colorado and advancing the state's energy independence. Our residential and commercial programs will encourage retrofits on a large scale in the neighborhoods and business districts of Boulder County. These efforts will be replicated in the rest of the state through partnerships with the Governor's Energy Office, the Denver Regional Council of Governments, Metro Mayors Caucus and others. For more information on the Retrofit Ramp-Up programs, please see appendix A and B in this document.

The Boulder County Commissioners Office is seeking qualified proposing organizations to provide the types support services shown below on an on-going, as-needed basis to Boulder County in support of its Retrofit Ramp Up Program including a social mobilization campaign, database management services, and marketing/public relations services for the both the residential and commercial parts of the Program. Interested proposing organizations are asked to submit proposals on one or more of the services listed below. The purpose of this solicitation is to contract with one or more certified service organizations /contractors/vendors that can provide such specialized services on an as needed basis for Boulder County.

There is no guarantee that any work will be directed to the organizations/contractors that are selected. Work is contingent upon the on-going success of the Program to generate citizen participation during the three year period of its grant funding.

Data Management

Appropriate data management procedures are to be implemented to ensure that all data produced as part of the delivery of services contained within this agreement are retained or can be reproduced from other sets of retained data. Such data are to be available to the County upon request. At the termination of the contract or any extension, all data, files and records pertaining to the delivery of the contracted services are to be made available to the County for collection and retention. All data will be owned by Boulder County. Data collected for the purposes of this contract are not to be used for any purposes apart from those required to meet the requirements of this agreement, and are not to be transmitted or released in any form to any other persons or third parties unless agreed to in writing in advance of such a transmission or release. **All data from program participants must be kept confidential except to fulfill Boulder County and program partner reporting requirements.**

¹ These numbers may shift once Boulder County receives information from their consultant.

Fixed Pricing

All contracts funded at least in part with ARRA funds must be fixed-price contracts. A fixed-price contract is any contract where the price is fixed at the time of contract award and execution. A fixed-price contract can be a negotiated contract, a not-to-exceed contract, or a unit price contract (even if quantity is uncertain).

Contract Modification

Boulder County reserves and retains the right to modify its sample contract to suit the proposed work. Please see appendix C for a sample contract.

RFP Services

The County anticipates making one to five awards (detailed below) under this support services RFP for the residential and commercial Retrofit Ramp-Up Program. Interested proposing organizations must respond to all of the requirements outlined in below. Proposals that do not incorporate 100% of the items below will not be considered. Proposing organizations may use subcontractors to deliver one or more of the requested services. However, proposals that include the use of subcontractor(s) must identify one contractor as the prime contractor and clearly identify, with an organizational chart, any and all subcontractors(s). Proposing organizations must clearly define the roles and responsibilities for the prime contractor and any and all subcontractor(s). The prime contractor is solely responsible for any and all subcontractual business arrangements, with subcontractors having no legal or contractual recourse to Boulder County. Materials submitted in connection with this RFP become the property of Boulder County regardless of whether or not the proposing organization's proposal is selected.

Component 1 Residential and Commercial Social Mobilization Campaign

Component 2 Residential and Commercial Database Management

Service #1.) Greenhouse Gas Emissions and Tracking

Service #2.) Enterprise Management System

Service #3.) Customer Management System (Commercial Only)

Component 3 Marketing & Public Relations

Proposal Requirements

At a minimum, one copy of the proposal must contain an original signature of the president, executive director, or principal owner of the proposing organization. The selected proposing organization must be prepared to enter into financial and programmatic negotiations in such a manner that a contract between both parties can be fully executed by August 30, 2010. Such contract will have limited initial contract term with the option to extend as necessary for program completion. Each proposal must be clearly labeled and contain responses to the specific program requirements detailed herein.

General information. Include name and address of organization, year of incorporation (if applicable), and state where incorporated and or doing business, type of business (e.g. non-profit with 501 (c) (3) status, partnership, LLC, etc.) name of primary contact person for this proposed project.

Executive Project Summary. Demonstration of competence in the areas requested for this program. Declaration of the identified task bundle or bundles for which the proposing organization is proposing to provide services. Signature of the president, executive director or principal owner of the proposing organization should be on this page. **Not to exceed one (1) page.**

Project Management. Brief biographies of key personnel with background demonstrating experience providing similar services. At a minimum, a project manager must be named. Full resumes of proposed project team should be attached as an appendix. **Not to exceed three (3) pages.**

Statement of Work. The Statement of Work must contain a detailed plan of how the proposing organization will accomplish the task bundle(s) for which they are proposing services as outlined in the section, "Services to be Provided." The Statement of Work will be used in developing the contract Scope of Work (SOW) and, therefore, the description of how the proposing organization's approach to providing the specific services outlined in each task bundle description must be included. Provide a detailed timeline outlining startup phase, implementation/ramp up and milestones. Discuss anticipated task results and deliverables. Be specific as possible. **Not exceed six (6) pages per proposal.**

Cost Proposal. Complete Budget Templates for each proposed task bundle. All applicable task bundle budget templates with a master budget for the entire proposal MUST be included along with written explanations of how costs specified in the budget templates match with services outlined in the statement of work. Attach a one-page cost proposal cover letter describing where and how subcontractors will be used.

Proposing Organization Qualifications. The proposing organization should detail capabilities and previous experience that supports and highlights its ability to successfully deliver the services described in the response to this RFP. Provide relevant past project descriptions with client names. Indicate goals that were set, if those goals were met, and lessons learned.

References. The proposing organization must provide three references with contact names, telephone numbers and email addresses for individuals who can speak to the proposing organization's ability to successfully complete the tasks outlined in this RFP.

Evaluation Criteria

A proposal review committee comprised of representatives from Boulder County will evaluate each response proposed to this RFP based on the proposing organization's prior experience, its knowledge base for service provision and price.

Questions and Informational Session

All inquiries regarding the proposal document, scope of services, or the proposed terms and conditions of work shall be submitted via e-mail to jolberding@bouldercounty.org and sstrife@bouldercounty.org by 4:00 p.m., July 15th. All answers to inquiries will be emailed out by close of business on or before July 19 to all known recipients of the RFP and posted to the Rocky Mountain E-Purchasing Program/BidNet and any other publications in which Boulder County has advertised this RFP.

The County will host an informational session regarding support services and the Residential & Commercial programs on July 19, 2010 from 1:30 – 3:30 p.m. The meeting will take place in the

Commissioners Hearing Room, located on the 3rd floor of the Boulder County Courthouse at 1325 Pearl Street, Boulder, CO 80302.

Submittal Instructions

Responses to this RFP are due in the Boulder County Purchasing Office for time and date stamping by **2:00 p.m. July 30, 2010**. Two copies of your proposal/response, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper and a CD/DVD must be submitted in a sealed envelope, clearly marked as **RFP , EECBG Retrofit Ramp Up Program Support Services**, and delivered to the Purchasing Division, 2020 13th Street, Boulder, CO 80302. Please allow at least 2 days for delivery of USPS Priority and Express Mail. All RFP proposals/responses must be received and time and date stamped in the Purchasing office by the above due date and time. One copy of the response/proposal must contain an original signature of the president, executive director, or principal owner of the proposing organization. The selected proposing organization(s) must be prepared to enter into financial and programmatic negotiations in such a manner that a contract between both parties can be fully executed by August 30th, 2010. Contracts will carry a limited contract term with the option to extend as necessary for the program fulfillment.

Sole responsibility rests with the proposing organization to see that their RFP response is received on time at the stated location. Any RFP response/proposal received after due date and time will be returned unopened to the proposing organization. No exceptions will be made. **Faxed and e-mailed RFP responses will not be accepted.**

The Board of County Commissioners reserve the right to reject any and all proposals, to waive any informalities or irregularities therein, and to accept the proposal(s) that, in the opinion of the Board, is or are in the best interests of the Board and of the County of Boulder, State of Colorado.

Americans with Disabilities Act (ADA):

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator, or the Human Resources office at 441-3508 at least 48 hours before a scheduled event.

Terms and Conditions

1. Proposing organizations are expected to examine the specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposing organizations risk.
2. Each proposing organization shall furnish the information required in the RFP.
3. The Contract will be awarded to that responsible proposing organization whose submittal, conforming to the Request For Proposals, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder (Office of Purchasing) reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal shall be withdrawn for a period of thirty (30) days subsequent to the opening of proposals without the consent of the County Purchasing Agent or delegated representative.

6. A signed contract furnished to the successful proposing organization will result in a binding contract without further action by either party.
7. Late or unsigned proposals will not be accepted or considered. It is the responsibility of proposing organization to insure that the proposal arrives in the office of the County Purchasing Agent prior to the time indicated in the "Request for Proposals."
8. The proposed price shall be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the Proposal Documents will be made by Addendum. Interpretations, corrections and changes of the Proposal Documents made in any other manner will not be binding, and a proposing organization shall not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.
10. Confidential/Proprietary Information: Proposals submitted in response to this RFP and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract shall be clearly stated in the proposal itself. **Confidential/proprietary information must be readily identified, marked and separated/packaged apart from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable.** Neither a proposal, in its entirety, nor proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

Source of Funds

Implementation of these services will be conducted with funds awarded to Boulder County from the United States Department of Energy through an Energy Efficiency Competitive Block Grant Award (EECBG-Competitive). This funding is derived from the American Recovery and Reinvestment Act (ARRA). All requirements set forth by both ARRA and Boulder County must be carefully followed by the selected contractor.

Compliance with EECBG Requirements

Proposing organizations responding to this solicitation should be familiar with Federal and State laws, regulations, and guidelines that apply to this RFP including, but not limited to, the following:

1. The American Recovery and Reinvestment Act of 2009
<http://www.energy.ca.gov/recovery/documents/HR1.pdf>.
2. Department of Energy Funding Opportunity Announcement DE FOA-0000013
<https://www.fedconnect.net/FedConnect>.
3. Davis-Bacon Act (40 U.S.C. 3141, et. seq.)
4. National Environmental Policy Act (42 U.S.C. 4321, et. seq.)
5. National Historic Preservation Act of 1966 (16 U.S.C. 470f)

SMWBE

In accordance with ARRA, Small, Minority and Women's Business Enterprise requirements apply. Boulder County will provide opportunities for small and disadvantaged businesses to compete and participate as prime and subcontractors while ensuring that the agency procures supplies and services at fair market prices.

People with Work Limiting Disabilities

Boulder County encourages the procurement of supplies and services provided by organizations employing people with work-limiting disabilities. Colorado's Set Aside Program for Persons with Severe Disabilities (CRS § 24-103-801, et. seq.) has identified certain certified non-profit entities who may propose on certain State services solicitations listed on the State Set-Aside List. See also CRS § 24-30-1203. The list of organizations named on the State Set-Aside List may be utilized by Boulder County in its solicitations process.

Buy American Act

The Buy American provision found in Section 1605 of Division A, Title XVI of the ARRA requires that all "iron, steel and manufactured goods used in the construction, alteration, maintenance or repair of a "public building or public work funded in whole or in part by funds made available under the ARRA be "produced in the United States," See attachment for further details. A "public building" and "public work" means a public building of, and a public work of, a governmental entity (e.g. the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multiple-state, regional or interstate entities which have governmental function.)

Prevailing Wage

In accordance with ARRA, Prevailing Wage requirements apply. Pursuant to §1606 of the Act, all

laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in Colorado is available at www.wdol.gov. Select the link "Selecting DBA WDs". Select the state, county, and pick the type of work to be proposed from the drop down box.

Appeals Process

Vendors may appeal an RFP award decision of the Boulder County Commissioners by filing a letter of appeal with the Purchasing Agent within ten (10) calendar days of official notification of propose/RFP award.

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Failure to sign and return this submittal page with your proposal may be cause for rejection.

I certify that I am not currently an employee of Boulder County, and to the best of my knowledge, none of my employees or agents are currently employees of Boulder County. I also certify that I am not related to any Boulder County employee or Elected Official.

SIGNATURE: _____

Note: If you cannot certify the above statements, please explain in the space provided below:

Organization Name

Print or Type Name of proposing organization's Authorized Officer or Partner

Signature of proposing organization's Authorized Officer or Partner Date

*NOTE: If proposing organization is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If proposing organization is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address

City State Zip Code

Phone # Fax # E-Mail Address

ATTEST: Secretary Corporate Seal

Component 1

Residential and Commercial Social Mobilization Campaign

Scope of Work

Program Summary Statement

Boulder County and its municipal partners are seeking one or more consultants to develop and implement a Social Mobilization strategy that effectively engages and motivates residents and businesses to:

- 1) Understand the Boulder County's sustainability goals;
- 2) Take actions in both making investments and changing behavior that will contribute to the goals;
and
- 3) Publicly celebrate community successes.

Boulder County has received a competitive grant award from the Department of Energy entitled Colorado's Retrofit Ramp up Program. With this funding, Boulder County and its municipal partners will deliver energy efficiency programs to residents and businesses across Boulder County. Boulder County will utilize a social mobilization approach to encourage participation from a wide variety of social and community networks such as neighborhoods groups, schools, business organizations, faith based organizations, and other networks to create community engagement and excitement around taking action to implement energy efficiency measures. Ongoing customer engagement offers an opportunity for the residential Energy Concierge/ Two Techs program and the commercial *EnergySmart* program to broaden their customer bases by requesting referrals, engaging social networks, sponsoring competitions, and other social networking strategies. Residential and commercial programs to be delivered across Boulder County in connection with the Retrofit Ramp Up Program will also include significant financial assistance to remove some of the barriers to action. Moreover, the programs will be complemented by tools that allow individuals, businesses and social networks to compare their progress toward the community goal with other similar individuals and groups. The aim will be to make energy use and carbon intensity tangible and to deliver real, long-term results.

The successful proposing organization will develop a detailed Social Mobilization strategy for Boulder County that drives participants to the residential and commercial programs. The target level of participation is 10,000 homes and 3,000 businesses by the end of 2012²; with each home and business changing occupant behavior and/or completing retrofits to their property. The general description of the County's residential and commercial programs can be found elsewhere on the Boulder County Purchasing website. While final program details for both the residential and commercial programs are still being formulated, the following is a general description of the core programs:

Residential program:

Our residential energy efficiency program is currently entitled the Two Techs Program; however, Boulder County will most likely change the name of this program in the near future. This program seeks to overcome traditional barriers to consumer investment in energy efficiency by converting audits to action through focused, one-on-one assistance and by leveraging available financial incentives and support. The program offers two basic types of energy audit (Comprehensive & Walk Through). Both audit types are supported by an energy concierge who is in charge of the direct measure installations and resident education. The program will seek to direct the majority of participants into a full comprehensive audit

² These target numbers will change. The new numbers will be available on July 16th on the City of Boulder's website, along with a final draft of the implementation plan for the Two Techs Program.

with diagnostic energy and safety testing. Qualified energy auditors will conduct audits and generate a straightforward report on site highlighting the most cost effective energy efficiency opportunities and providing details on environmental and financial metrics for measure-specific or bundled energy upgrade packages.

Every audit visit in the Two Techs program will include some level of direct measure installation by the energy concierge. Based on an analysis of the costs, energy savings and GHG emissions reduction potential, the following measures offer the greatest benefit and will be available with each energy audit. Every audit will also include support from an energy concierge. During the audit, the concierge's role is to install low cost measures, provide education resources, and help the resident understand audit results and recommendations. Following the audit, the concierge will assist homeowners to move from audit to action, helping them fill out rebate and incentive paperwork, explaining financing options, connecting homeowners with installation contractors, generating work orders as appropriate and providing other services to facilitate the installation of energy efficiency measures.

Commercial program:

The *EnergySmart* program is a suite of programs for businesses that are designed to stimulate investments in energy efficiency by the property owners and tenants in the commercial building sector. Through the *EnergySmart* program, Boulder County and its municipal partners will design and implement a three-pronged approach to working with businesses countywide: 1) Learn It: provide energy information through geographically targeted or sector based "energy sweeps"; 2) Tune It: work with businesses to make their existing equipment more energy efficient; 3) Change It: provide technical assistance and rebate incentives to enhance investments in new energy efficient equipment.

Proposing organizations can assume these programs will, if adopted by the property owners, deliver adequate greenhouse gas emissions reductions to achieve Boulder County's goals.

Proposals should include a strategy that utilizes existing neighborhood groups, social networks, business organizations and networks, community organizations and agencies to disseminate information about and incite participation in an integrated energy efficiency program. The strategy should include an assessment of the need, value and design of a web-based comparison tool that builds on Xcel Energy's "My Account" web site (www.xcelenergy.com/myaccount) that will allow individuals and groups to compare their energy use and sustainability activities to similar groups around the community and around the country. Proposals should include information regarding ways to engage community leaders and capitalize on the semi-annual [Community Climate Action Summits](#). Proposals should also include information relating to the role of marketing and an assessment and re-tooling of branding for the Boulder County's Sustainability efforts and related municipal program brands for its municipal partners.

Responders should use as a baseline the facts that Boulder County has trademarked *ClimateSmart* and that Boulder County and its municipal partners will have a marketing firm on retainer to assist with marketing, branding or re-branding work. Any work related to branding or re-branding efforts should be referenced in the proposal. Proposals should include the use of social media strategies.

Proposal requirements

All proposals must contain the following information relating to your organization's social mobilization strategy:

1. A description of your organization's philosophy and framework for bringing about behavior change and any evidence of the success of this framework.
2. Identification of the proposed key program components that are anticipated to drive residents and businesses to participate in the County's programs.

3. Build overlap into your organization's proposed program strategy such that individuals in Boulder County will hear about the County's message from more than one venue or social network.
4. A project plan that includes reporting and verification, and tools for strategy refinement.
5. Information relating to community organizations (governmental, nonprofit and for-profit businesses) and the role(s) that each should play in the social mobilization strategy.
6. Metrics and verification methods for each component of the strategy.
7. Identification of program stakeholders.
8. Budget, broken down into the following categories:
 - a. Personnel
 - b. Materials and supplies
 - c. Meetings and events
 - d. Add others as per RFP standards.
9. Schedule of interim goals and deliverables.
10. Explanation of expected penetration rates.
11. Timeline and identification of the critical points where coordination will be necessary with the Boulder County and its partnering municipality staff and technical experts regarding the specific programs to deliver to community organizations.
12. Identification of risks and mitigation plans to address these risks.

Proposals will be evaluated using at least the following criteria:

- a. The organization's ability to define specific targets for each social network, business organization, community organization or agency.
- b. The organization's ability to work with a marketing firm to create compelling calls to action.
- c. The organization's knowledge of existing community organizations and a philosophy relating to collaboration with these organizations.
- d. The inclusion of appropriate program goals, interim goals and measurable outcomes to build momentum.
- e. A process for measuring progress toward expected results including anticipated penetration rates.
- f. Identification of illustrative simple, high-leverage actions that, if done on a broad scale, will achieve the interim goals.
- g. An indication of how actions and results will be made visible to the citizens of the County, an overarching strategy for contests and competitions, and how education will lead to action.
- h. The organization's ability to identify appropriate recognition strategies.
- i. Proposed measurement and verification procedures including data sharing for peer motivation.

Optional additional proposal

Please see component 3 for an additional RFP dedicated to marketing and public relations for our energy efficiency programs.

Please respond to the following in the order listed below.

- **Contact Information:** Please submit name of organization and contact information as well as a description of your organization's general business focus and offering the proposed services is of interest to your organization. **Please identify which component(s) your organization is making its proposal.**
- **Professional Qualifications and Experience:** Please explain your organization's experience with projects of a similar nature. Please include references.
- **Funding Plan:** Please submit your organization's all-inclusive, itemized cost for the services proposed.

- **Value added services:** Please provide any value added services your organization can provide, if any, in addition to those listed in this RFP.

Component 2

Residential and Commercial Database Management

The database management component is broken down into three central service areas in on which the proposing organization can propose to offer services either singly or in combination.

Service #1.) Greenhouse Gas Emissions and Tracking

Service #2.) Enterprise Management System

Service #3.) Customer Management System (*Commercial Only*)

Service #1.) Greenhouse Gas Emissions and Tracking

The organization shall develop and deploy a web-based data management system to track Boulder County's residential and commercial energy use and greenhouse gas (GHG) emissions for all activities under the Retrofit Ramp-Up Energy Efficiency and Conservation Block Grant (EECBG-C). The system should be designed to easily report indicators required for measurement under the requirements of the EECBG and link with existing data to eliminate duplicate data entry. The system should have the ability to display trends over time and links with forecasting and scenario planning functions to illustrate the potential impact of the EECBG-funded residential and commercial efficiency programs. The system should also provide information management to track businesses through the provision of different services offered in the commercial energy efficiency program.

Scope of Work

Web-based tracking and reporting system required elements

- Leverage existing systems and reduce duplication of effort for tracking and reporting.
- Integrate multiple County-wide management systems, programs, and contractors in support of on-going operations tracking and reporting.
- Produce standardized reports that include key performance metrics for EECBG funding (on both a per project and total program basis), including: jobs created and retained, energy saved, renewable energy produced, GHG emissions reduced, cost-sharing, and lifecycle financial performance.
- Have the ability to track emissions and changes in emissions across multiple sectors of activity.
- Coordinate with the websites of the County's municipal partners to allow public access to information required under EECBG to be updated on a quarterly basis. Be easily managed by Boulder County and its municipal partners and require minimal maintenance.
- The system, once developed, should meet the requirements of the federal government for public information for American Recovery and Reinvestment Act funds, gather the information needed to report on ARRA funds, and allow integration of multiple systems for reporting and tracking.

Task 1: Database Creation

Develop a web-based database platform that will allow for the recording, tracking, analysis, and reporting of utility data and project information for individual businesses and residences. The web interface will operate on Windows Internet Explorer 7.

Utility data to be captured for each participating residence or business will include:

- ❑ Monthly and annual electricity consumption (kWh) and cost;
- ❑ Monthly peak electricity demand (kW) and cost;
- ❑ Monthly and annual natural gas consumption (therms) and cost;
- ❑ Number and types of other appliances and equipment (e.g., computers, printers, refrigeration equipment, etc.);
- ❑ Date of install;
- ❑ Monthly and annual water consumption (kgallons) and cost;
- ❑ Monthly and annual solid waste generation (tons) and cost;
- ❑ Monthly and annual recycling diversion (tons) and cost; and
- ❑ Monthly and annual composting diversion (tons) and cost.

Key deliverables for this task include:

- ❑ Web-based database platform.

Project data to be captured will include:

- ❑ Narrative of project;
- ❑ Energy and cost savings;
- ❑ Greenhouse gas reductions;
- ❑ Project costs; and
- ❑ Financial assistance/incentives received.

Task 2: Web-Based Interfaces

A. Create a web-based user interface to allow users to manually enter or import the data identified above. In addition to data entry, the platform will provide the following functionality:

Analysis and Calculations

- ❑ Normalize annual energy consumption based on weather conditions (e.g., number of heating and cooling days, average temperatures);
- ❑ Aggregate data by home/business types and geographic areas to be defined by the user;
- ❑ Provide total and average figures for the defined groups;
- ❑ Compare individual home/business usage to the aggregated figures;
- ❑ Calculate return on investment (ROI) and simple payback; and
- ❑ Convert energy consumption and waste generation to CO₂ equivalent.

Charting

The platform will offer charting capabilities that will graphically display individual energy usage, costs, and greenhouse gas emissions with comparisons to similar home/businesses types and similar types of homes/businesses within the same geographic area.

Reporting

Create and generate reports detailing energy usage, cost and greenhouse data for individual and aggregated residences and businesses.

Generate reports with results of individual projects, including:

- ❑ Measures implemented;
- ❑ Dates of install;
- ❑ Energy and cost savings;
- ❑ Greenhouse gas reductions;
- ❑ Financial incentives leveraged;
- ❑ Return on investment (ROI);
- ❑ Simple payback;
- ❑ Additional opportunities or follow-up required; and
- ❑ Comparisons to baseline data.

Data Import/Export Capability

The platform will allow for data to be shared directly with and utilized by the following applications and databases:

- ❑ *EnergyStar* Portfolio Manager;
- ❑ Boulder County's Enterprise Management System (see next service below);
- ❑ Governor's Energy Office Database (GreenQuest); and
- ❑ Cities of Boulder and Longmont databases (Symbiotic Engineering).

Query Builder

In addition to the built-in reporting and analysis required, the interface will also allow the user to create custom queries.

Multiple User Access

Create a separate user interface that will allow individual businesses to register their own accounts. Individual business account holders will be able to enter data for their facilities, track their improvements over time, and compare their usages to aggregate information for their geographic area and business type.

Key deliverables for this task include:

- ❑ Documentation on formulas, algorithms, and assumptions used in creating functions and calculations.

Task 3: Hosting

The organization will provide hosting for the database and the web-based interface, and control access to the interface and information. Hosting will allow for multiple users to access the database at all hours via the user interface. The database will be able to manage data for at least 13,000 individual users. All information stored in the database will be maintained as confidential with Boulder County and its partners to make determinations as to access and privileges. The interface and data will be available to Boulder County and its partners continuously except for pre-scheduled maintenance activities.

Key deliverables for this task include:

- Hosting services as described above.

Task 4: Training

The organization will provide one in-person training session to demonstrate the use and functions of the database platform. The organization will also provide written documentation of the material covered in the training.

Key deliverables for this task include:

- Training and documentation as described above.

Service #2.) Enterprise Management System

Enterprise Management System

The Enterprise Management System must have the capability to track, monitor, analyze and report activities related to the implementation of Boulder County's energy efficiency programs under the Colorado Retrofit Ramp-Up Project. The EMS must have the capability to generate user-friendly graphs, charts and status reports in electronic and printable format. This system will provide Boulder County with the capability to record activities and transactions related to the implementation of our energy efficiency programs, monitor activities as they occur, analyze performance, monitor savings and expenditures (both financial and energy related) and report out on selected criteria detailed below.

System Requirements and Functionality

Reporting functionality

Ability to generate pre-defined standard reports that are tailored for day-to-day, monthly, quarterly and annual management of the Retrofit Ramp Up programs, provide updated progress reports and project long term benefits from project completion.

- All reporting must have the capability to sort by municipality, geographic location, and individual residential and commercial programs;
- Ability to perform immediate report generation upon request;
- Ability to export information into Excel, Access, Word and Adobe (PDF) formats;
- Standard reports must allow for a mix of text, data tables and graphs;
- Report generator must be able to receive inputs from other database structures yet to be defined;
- System must provide report generator-driven by drop-down menus that allows easy creation of standard and non-standard reports;
- Report generator must provide users with flexibility to easily change reporting timeframe (e.g., YTD; last 12 months, etc.);and
- System must provide straightforward method for adding new data elements for existing programs and program components.

Database Structure

- Allows for multiple levels of data resolution (e.g. units, measure, site, customer, sector, program type, property type, etc.);

- Allows users to easily navigate through layers of data (e.g. measures, project, program, etc.);
- Checks for and alerts users of possible duplicate data entry before posting data;
- System must provide adequate audit trail for all corrected data entry errors, deletions, etc.; and
- System must allow user-defined stages and milestones for each program and component;

System Access

- Allows varying levels of security-controlled access to staff, program contractors, system administrators etc.;
- Access must be through web or direct links, as appropriate, and must be able to track and determine a user's system access patterns and system access rights must be controlled via security rights assigned to each user;

Support and Training

- System must provide users with on-line help for documentation of operations and troubleshooting or common problems;
- Service provider must provide users guide for documentation of operations. and troubleshooting of common problems;
- Service provider must provide initial training; and
- Service provider must provide a dedicated project manager for the companies account.

Database Structure and Selected Data Criteria

The system must provide straightforward and user-friendly methods for entering and manipulating project detail. **Such information will be uploaded from our program manager's customer management systems (CMS) and, therefore, requires the ability to communicate with our CMS for Boulder County's residential and commercial programs.**

- Allows for the input of baseline property information, including the following:
 - Parcel based information and property numbers;
 - Rental versus owner occupied;
 - Number of units served;
 - Building type and age;
 - Building location;
 - Building specs (square footage, current energy usage etc.);
 - Owner information;
 - Remodels or additions;
 - Number of Occupants; and
 - Number of participating properties relative to total property size in Boulder County.
- Allows for the input of program-related data and greenhouse gas emissions and utility data tracking, including the following:
 - Energy audit completion (by type of audit);
 - Number and type of measures that were implemented;
 - Any costs, rebates/incentives or other financial assistance utilized utility or other;
 - Monthly and annual estimated, actual and potential cost savings and greenhouse gas savings;

- Average cost spent by homeowners/commercial property owners on our programs and on other measures implemented;
- Measure of GHG emissions saved relative to our GHG inventory;
- Percentage of energy that participating homeowners and commercial property owners represent collectively compared to all our residents;
- Actual, estimated and projected energy and cost savings;
- Greenhouse gas reductions (actual and estimated);
- Monthly and annual electricity consumption (KWh) and cost;
- Monthly peak electricity demand (kW) and cost; and
- Emissions reductions.

Service #3.) Customer Management System (For Commercial Program Only)

The customer management system (CMS) is the backbone of Boulder County’s Commercial *EnergySmart* Program. It allows for centralized tracking of all business customers and building data, program activities, installed measures, incentives and financial transactions, contractor management and other program administrative support functions. The proposed CMS should be able to provide the following functionality:

- Facilitate collection, tracking and reporting of detailed customer, building and program activity data, including incentives and measure adoption;
- Generate regular reports to facilitate customer follow-up actions (e.g., all customers whose furnace is expected to reach the end of its useful life during a specific time period);
- Allow for data uploads and downloads using standard file formats;
- Integrate seamlessly with Boulder County Enterprise Management System (described in service # 2 of this RFP); and
- Track customer information in all stages and phases of the *EnergySmart* Program including information for/from rebates, sweeps, and tune-ups.

Customer tracking data to be captured will include the following;

- ❑ Date(s) of contact(s);
- ❑ Type(s) of contact(s) (phone, email, site visit);
- ❑ Interest in *EnergySmart* programs (sweep, tune-up, custom implementation);
- ❑ *EnergySmart* programs completed;
- ❑ Rebates/incentives applied for;
- ❑ Rebates/incentives received; and
- ❑ Follow-up required

Additional business data to be captured will include the following:

- ❑ Business name;
- ❑ Business address;
- ❑ Contact information;
- ❑ Building square footage;

- ❑ Whether building owned or leased by the business;
- ❑ Building age;
- ❑ Type and size of HVAC systems;
- ❑ Number of employees;
- ❑ Hours of operation; and
- ❑ Business type (e.g., full-service restaurant, fast-food restaurant, auto repair, auto body, retail, office).

The proposing organization selected to provide customer support services for the *EnergySmart* program will be expected to facilitate the transfer of data and program information among multiple program staff, stakeholders and participants. Accurate, thorough and timely data tracking and reporting are critical to achieving a successful program, maximizing greenhouse gas emission reductions, leveraging program financial resources, and accurately measuring the program's impacts.

The selected proposing organization will be well qualified and experienced in working with advanced database and IT systems and transferring and manipulating data between multiple tracking systems and the enterprise management system.

Component 3

Marketing & Public Relations

Background

Boulder County and its municipal partners are seeking proposals from marketing firms interested in providing services on an as-needed basis that will have the effect of raising awareness and beginning to change the social norms around energy use in Boulder County. Services requested include developing campaigns to increase energy efficiency, recommending appropriate media, and maintaining program consistency between the commercial and residential programs under the requirements for the Colorado Retrofit Ramp-Up Project.

Scope of Work

Boulder County is tasked with providing energy efficiency programs for both the residential and commercial sectors of Boulder County. The target audience(s) is/are primarily the residents, employees, and business within Boulder County. The overall objectives and strategies for the requested marketing and public relations services are as follows:

Objectives:

1. Create demand for energy conservation services and programs;
2. Encourage residents and businesses to continuously expand their efforts in sustainable practices;
3. Analyze the ClimateSmart™ brand and make recommendations relating to re-branding, refining the brand, or redefining the brand promise to maximize recognition and effectiveness;
4. Create interactions among messages and materials relating to sustainability; and
5. Help design creative and interactive display materials to engage people at community events.

Strategies:

1. Focus on increasing the use of energy efficiency technologies and participation in our residential and commercial energy efficiency programs;
2. Focus on new efforts that motivate people to change behavior in innovative ways regarding energy usage;
3. Focus on creating an atmosphere where all program messages can be intertwined clearly;
4. Develop messaging/calls to action, collateral, web site, and an overall marketing and communications plan based on barrier identification and target audience priorities;
5. Work with Boulder County and its municipal partners to ensure clear and prominent communication of program benefits and financing options;
6. Develop promotional or training toolkit for community leaders to reach their constituents;
7. Develop and oversee an initial launch plan (media plan & schedule, materials, PR story pitches, etc.) for Boulder County's residential and business sustainability programs;
8. Create, oversee, and track metrics for each campaign or initiative; and

9. Interface with Boulder County's social mobilization strategy which will build on existing social networks to drive participation in Boulder County's programs.

Items provided by Boulder County and its municipal partners:

1. Boulder County and its municipal partners will staff the implementation efforts associated with the social mobilization and marketing plans;
2. Background materials on Boulder County's programs; and
3. Social mobilization strategies and implementation team to drive participation in programs and provide audiences for collateral and outreach material

It is preferred by Boulder county that a proposing organization that submits a proposal for services under Component #3 have (a) 3-5 years experience working with public programs and (b) knowledge in environmental issues. Additionally, an organization submitting a proposal for Component #3 should meet the following criteria:

- Experience in promoting public interest goals.
- Demonstrated ability to be creative, given budgetary constraints.
- Demonstrated ability to understand and design a workable campaign with the determined goals and objectives of the program.
- Ability to incorporate new trends such as social networking tools and social mobilization techniques to increase effectiveness of campaigns
- Demonstrated ability to communicate a positive, consistent and recognizable message or brand.
- Sensitivity to issues of concern for varied audiences that make up Boulder County residents and businesses.
- Graphics/presentation capabilities.

APPENDIX A: BOULDER COUNTY IMPLEMENTATION PLAN

Program Name: *EnergySmart* for Commercial Buildings

Description: The goal of the *EnergySmart* program is to stimulate investments in energy efficiency by commercial sector businesses.

Implementation Strategy: Through the *EnergySmart* program, Boulder County Public Health (BCPH) will design and implement a three-pronged approach to working with businesses in the city of Boulder and countywide: 1) provide energy information through geographically targeted “energy information sweeps”; 2) work with businesses to make their existing equipment more energy efficient; 3) provide rebate incentives and technical assistance to enhance investments in new energy efficient equipment. BCPH (consultants) with support from their subcontractors will perform the following tasks:

EnergySmart Phase 1: Design, Plan, and Pilot (Plan Year One)

- Key program components include:
 - *EnergySmart* Sweep – providing energy efficiency education to businesses
 - *EnergySmart* Tune-Ups – identifying opportunities to improve performance of existing equipment commonly used in city businesses.
 - Rebate and Efficiency Upgrades – providing financial and technical assistance
- Issue RFPs for Rebate Program, Technical Assistance (including Energy Sweeps and Implementation Assistance), Measurement and Verification, and an Enterprise Management System.
- Develop and finalize work plan with contractors.
- Work with social mobilization team to develop commercial campaign plan for 2010.
- Launch Phase I Rebate Program
- Design and pilot “Learn It” programs and Energy Sweeps, finalize strategy, and conduct two additional Sweeps
- Train Implementation Assistance staff
- Finalize strategy and implement one Small Building (Recommissioning) Tune-up
- Design, pilot, and finalize strategy for Refrigeration Tune-up program
- Design Air Compressor Tune-up program
- Design and launch Phase II rebate program
- Design and pilot Enterprise Management System custom features with contractor
- Begin Measurement and Verification program

EnergySmart Phase 2: Tune-up and Implementation Assistance Ramp-up (Plan Year Two)

- Conduct additional Energy Sweeps.
- Conduct additional Small Building (Recommissioning) Tune-up Events
- Conduct additional Refrigeration Tune-up Events
- Pilot and finalize strategy for Air Compressor Tune-up program and conduct one Compressor Tune-up event
- Design Boiler Tune-up program
- Provide energy efficiency implementation assistance and rebates to businesses
- Conduct Measurement and Verification
- Publish Case Studies
- Design Phase III rebates
- Design Commercial Energy Conservation Ordinances (CECO) study and issue RFP

EnergySmart Phase 3: Implementation Assistance and Evaluation (Plan Year Three)

- Conduct additional Energy Sweeps.
- Pilot and finalize strategy for Boiler Tune-up program and conduct Boiler Tune-up events
- Conduct additional Small Building (Recommissioning) Tune-up Events
- Conduct additional Refrigeration Tune-up Events
- Conduct additional Compressor Tune-up events
- Launch Phase III rebates
- Provide energy efficiency implementation assistance and rebates to businesses
- Conduct Measurement and Verification
- Publish Case Studies
- Implement CECO study
- Outreach to building officials on CECO
- Encourage adoption of CECO
- Analyze program results and integrate into ongoing program design
- Complete final report

Program Name: Residential Energy Efficiency Program: Two Techs

Description: The Two Techs program seeks to overcome traditional barriers to consumer investment in energy efficiency by converting audits to action through focused, one-on-one assistance and by leveraging available financial incentives and support. The Two Techs program will coordinate with the Energy Concierge service.

Implementation Strategy

Two Techs Phase 1: Design (weeks 1 – 25)

- Develop Request for Proposal for vendor/contractor to implement Two Techs Program. (This contractor may be the same as our Energy Concierge Program Administrator depending on the proposals received).
- Current key program components include:
 - **Customer intake:** Customers are able to initiate participation through an on-line tool or by contacting the program call center. Social mobilization efforts lead to customer intake.
 - **Prescreening:** The program will use a screening approach to route customers to the most appropriate program delivery track.
 - **Scheduling:** Dedicated call center staff will schedule an initial visit from a qualified energy auditor and/or energy concierge according to the customer's needs.
 - **Audits and Direct Installation Measures:** The program offers two basic types of energy audit (Comprehensive & Walk Through). Both audit types are supported by an energy concierge who is in charge of the direct measure installs and homeowner education.
 - **Comprehensive:** The program will seek to direct the majority of participants into a full comprehensive audit with diagnostic energy and safety testing. Qualified energy auditors will conduct audits and generate a straightforward report highlighting the most cost effective energy efficiency opportunities and providing details on environmental and financial metrics for measure-specific or bundled energy upgrade packages.
 - **Walk through:** A visual inspection and walkthrough audit will be provided for customers in newer homes, tenants in rental housing not covered by SmartRegs, and others where the building or other factors do not justify the cost of a comprehensive audit. Participants in walkthrough audits will receive a brief audit report highlighting

all findings and recommendations as well as direct installation measures and education.

- **Direct Installs:** Every audit visit in the Two Techs program will include some level of direct measure installation by the energy concierge. The cost of the direct install measures will be rolled into the audit cost by subsidized by County funds. Based on an analysis of the costs, energy savings and GHG emissions reduction potential, the following measures offer the greatest benefit and will be available with each energy audit.
 1. **CFLs:** up to 20 per home
 2. **Low-flow showerheads:** one per every four residents
 3. **Smart Strips** with customer approval and \$15 co-pay
 4. **Up to four faucet aerators**
 5. **One water heater insulation blanket per water heater**
 6. **Up to six feet of water heater pipe insulation**
 7. **Programmable Thermostats**
 8. **Air sealing:** The Energy Concierge works with the energy auditor to identify the most egregious leaks and spends up to 30 minutes sealing.
- **Energy concierge:** Every audit will also include support from an energy concierge. During the audit, the concierge's role is to install low cost measures, provide education resources, and help the homeowner understand audit results and recommendations. Following the audit, the concierge will assist homeowners to move from audit to action, helping them fill out rebate and incentive paperwork, explaining financing options, connecting homeowners with installation contractors, and providing other services to facilitate the installation of energy efficiency measures.
- **Measure Installation:** The program focuses on insulation and air sealing measures, providing a variety of services to streamline implementation and help homeowners move from audit to action. However, the program also supports additional measures.
 - **Insulation and air sealing:** Where it is recommended, the Two Techs audit will generate a work order for insulation and air sealing at the time of the audit, which, once signed, will trigger a call from an assigned insulation contractor to schedule the installation work.
 - **Equipment and other measures:** The program will support additional measure installations by providing customers with lists of approved contractors, assistance in filling out rebate forms, financing, and quality assurance.
- **Ongoing Engagement:** After initial installations, the program will continue to engage participants, including activities such as continued installation support, reminders about behavioral and retrofit recommendation, and electronic alerts to re-engage participants.
- **Financial Incentives:** The program will work to keep customer costs down and help them achieve positive cash flow on their energy investments using subsidies and rebates, tax credits, and financing. An overarching objective is to achieve a long-term transition to self sustaining programs.
 - **Rebates and subsidies:** The City and County will subsidize the program to keep customer's participation costs low and value high. The program also will maximize its budget and customer benefits by leveraging incentives and rebates through Xcel Energy and other sources.

- **Tax credits:** The program provides direct support to help customers understand available incentives and access appropriate forms and other information available from the federal government.
- **Financing:** The program offers year round micro loans and semi-annual Property Assessed Clean Energy (PACE) loans through the ClimateSmart Loan Program (CLSP). Additional financing options may be considered to meet demand as the program ramps up.

Two Techs Phase 2: Plan and Pilot (weeks 20 – 45)

- **Program Administration:** The program will be supported by one or more administrative contractors to help provide the structure and systems necessary to deliver services at the volumes needed for the City and County to meet their participation and GHG goals.
- **Quality Assurance/Quality Control:** The program regulates quality at the front end by requiring, verifying, and maintaining certification, training and other quality standards for its participating audit and installation contractors and at the back end through random, sample based site inspections and process evaluation activities. Contractors who do not meet set program standards will be disqualified from participating.
- **Social mobilization:** The program will utilize a social mobilization approach to encourage participation from a wide variety of community networks such as faith-based organizations, Boy Scout troops, neighborhoods, etc.

Two Techs Phase 3: Implementation and Evaluation (weeks 25 – 52)

- Conduct Two Techs Program with **X** households. (will have numbers by July 9th)
- Deliver follow up assistance to participating customers.
- Monitor and verify energy efficiency equipment installations.
- Provide recognition to participating homeowners and further drive program demand.
- Work with utility and other partners to provide education and assistance to energy efficiency trade ally's including.
- Track program success through customer management system and provide feedback to program managers.

Program Name: Social Mobilization

Description: Boulder County will utilize a social mobilization approach to encourage participation from a wide variety of community networks such as churches, Boy Scout troops, neighborhoods, etc. Ongoing customer engagement offers an opportunity for the Energy Concierge/ Two Techs Program and the Commercial Energy Smart program to broaden customer base by requesting referrals, engaging social networks, sponsoring competitions, and other social networking strategies.

Implementation Strategy: The social mobilization scope of work in Boulder County will include the design and implementation of ongoing customer engagement strategies aimed at capturing new customers.

Social Mobilization Phase 1: Design (weeks 1 – 25)

- Develop Request for Proposals in order to hire an organization to help design a comprehensive strategy to support grant goals and transform the market.
- Map social networks and community leaders across Boulder County in order to inform our social mobilization efforts.
- Develop key messaging and outreach strategies.
- Work across communities to develop a communication plan.

Social Mobilization Phase 2: Plan and Pilot (weeks 20 – 45)

- Use social mobilization proposal to launch outreach efforts.
- Provide information to network leaders.
- Host network and neighborhood social mobilization events to galvanize interest in programs.
- Communicate social mobilization plan to program managers.

Social Mobilization Phase 3: Implementation and Evaluation (weeks 25 – 52)

- Implement social mobilization efforts across social networks.
- Track program interest level and how participants heard about programs.
- Evaluate program and augment efforts based on customer feedback and evaluation.

APPENDIX B: STATEMENT OF OBJECTIVES

STATEMENT OF PROJECT OBJECTIVES Boulder County, Colorado Retrofit Ramp-Up Project

A. PROJECT OBJECTIVES

The Colorado Retrofit Ramp-up Project has twin goals that will serve as the expected outcomes of this initiative by 2013. As originally envisioned, project goals were to reduce greenhouse gas emissions by more than **600,000 metric tons** and to develop “green job” training opportunities to create and retain more than **9,500 jobs**. (These numbers are now lower based on descoping.)

Measureable objectives that will support achievement of these goals are grouped in the “A3” approach detailed below – Access to Information, Access to Services and Access to Capital. Specific strategies include:

- Retrofitting approximately 100 million square feet of space in about 50,000 homes and commercial buildings.
- Leveraging EECBG funds to generate at least a 5:1 match in energy efficiency and renewable energy retrofits. Some programs are anticipated to achieve approximately 20:1 in leveraging.
- Providing information to residents, businesses and property owners on energy efficiency retrofit opportunities, and encouraging action through social mobilization and outreach campaigns.
- Supporting the development of a statewide workforce capable of implementing EE retrofits through job training, workforce development, and statewide certification and licensing of contractors.

B. PROJECT SCOPE

The **Colorado Retrofit Ramp-Up Project** will bring both new and existing Energy Efficiency model programs to market via regional collaboration and funding partnerships. Boulder County and its program partners will advance energy efficiency resources, while stimulating economic growth and investment in Colorado and advancing the state’s energy independence. The A3 approach detailed below will encourage retrofits on a large scale in the neighborhoods and business districts of Boulder County, the City and County of Denver, and Garfield County. These efforts will be replicated in the rest of the state through partnerships with the Governor’s Energy Office, the Denver Regional Council of Governments, Metro Mayors Caucus and others. Additional collaborators include Xcel Energy, Change to Win, The DC Project, Wells Fargo Securities, and other private and non-profit partners with expertise in financial, technical, and social mobilization matters.

C. TASKS TO BE PERFORMED

Task 1.0 Access to Information: Concierge Programs and Social Mobilization

Subtask 1.1 Concierge Programs

- Purpose: The program will be closely aligned with implementation assistance and social mobilization efforts, including whole neighborhood efforts, to encourage energy efficiency retrofits.
- Approach: The concierge works with property owners to develop a package of priority measures for installation, assist with contractors, explain financing options, and provide assistance with rebates.

- Expected Outcomes: The Residential Energy Action Program, or REAP, is a pilot Energy Concierge Program funded by the local governments of Boulder County. The energy counseling/concierge services of the REAP would be continued in Boulder County and expanded to partner communities through this program. Currently, the average REAP participant invests about \$8,000 in energy efficiency and renewable energy measures.

Subtask 1.2 Social Mobilization

- Purpose: Through Social Mobilization efforts, encourage participation of whole neighborhoods and business districts as well as social networks in order to drive implementation and long-term awareness of the benefits of ramp-up programs and projects.
- Approach: The Retrofit Program will deliver clear information on energy efficiency and weatherization to the residential and commercial sectors by working with utilities (including Xcel Energy), community organizations, partnering with state and local agencies and businesses, and identifying and targeting neighborhoods, business districts, and social networks. In addition, Boulder County will work with the Governor’s Energy Office (GEO), whose comprehensive regional and local outreach program will direct individuals to the Retrofit Program’s call centers, as well as other relevant area programs and resources.
- Expected Outcomes: Whether homeowners or business owners are visited and counseled directly by local community organizations, learn about the Retrofit Program through social events and networks, are referred to programs by the private sector (contractors, tradespeople, and others) or a utility, or seek assistance from the GEO, they will become better informed about energy efficiency measures, be instructed on how to gain access to services, and be made aware of what innovative financing strategies permit them to implement installations. To enhance our social mobilization efforts, we will work with The DC Project, a nationally recognized non-profit organization with a mission of creating clean energy career opportunities, to discuss best practices and other items as appropriate.

Task 2.0 Access to Services: Job Creation, “Two Techs” and Whole-Neighborhood Retrofits

Subtask 2.1 Job Creation

- Purpose: Ensure that qualified contractors with a well-trained workforce will get the job done efficiently and effectively the first time in order to promote a positive public response and ensure against a negative reaction that would result from poor quality work.
- Approach – Expand and Train Workforce: We will partner with businesses/organizations that have a training expertise and/or a network of contractors and with workforce agencies to access local labor. To address job training, we are well-positioned to work with universities and colleges renowned for their expertise in the energy sphere, and with state and local agencies to train, certify and license professionals for green jobs. GEO will continue developing a uniform, statewide platform for EE retrofits, including QA protocol and training.
- Approach –Qualified Contractor Database: A statewide list of qualified contractors to support the grant funded programs; we are working with Change to Win, a 5.5-million member partnership of five unions founded to represent workers in the industries and occupations of the 21st century economy.
- Expected Outcomes: Retrofit approximately 50,000 buildings, with a target of 100 million square feet or more of space receiving energy-efficiency retrofits over six years.

Subtask 2.2 “Two Techs”

- Purpose: Boulder County has witnessed the value of the streamlined provision of energy-efficiency services. This project will continue and spread the model of technical assistance in the partner communities and target neighborhoods.

- Approach: Provide a full suite of services from energy concierge through the implementation assistance of the “Two Techs.” Together these programs will carry residents and businesses from the audit stage through the decision making phase and implementation assistance. This part of the model links property owners to the contractors in the community that meet program standards and are trained in the finance options and rebates available locally.
- Expected Outcomes: Prior to descoping, Two Techs was expected to result in retrofits of several million square feet of floor space in more than 50,000 homes and commercial buildings.³

Subtask 2.3 Whole-Neighborhood Retrofits

Boulder County has observed that efforts to increase energy efficiency within a community often produce economies of scale and critical mass. For instance, an insulation project completed by one neighbor or member of a social network spurs other activity on the block or within the group, creating a chain reaction. This program is designed to work within neighborhoods and social networks to harness that chain reaction and achieve better rates of penetration.

- Purpose: In addition to the energy efficiency benefits of retrofitting homes and businesses, whole-neighborhood and social network approaches to EE promote effective use of funding by leveraging economies of scale for labor, transportation and communications strategies.
- Approach: The EE service opportunities described above, including “Two Techs” will focus on providing door-to-door technical assistance and social mobilization marketing in target Boulder County, Denver County and Garfield County neighborhoods.
 - Boulder County: Two neighborhoods, one with a more rural character and one with a more suburban character, have been chosen for comprehensive, whole neighborhood retrofits. “Old North Boulder” includes multifamily residences and a mix of homes built in many eras ranging from the turn of the century to the 1950s. Many have been recently upgraded. The commercial areas of this neighborhood include restaurants, a small supermarket, retail establishments, health care facilities and a laundry. The community of Niwot is made up of homes in a predominantly rural setting, situated in close proximity to a main street and shopping center. Each of these areas encompasses all types of buildings and ownership arrangements, as well as social, civic and faith-based networks that can be used for outreach and program coordination. Each also boasts an established neighborhood identity to help support socially-mobilized action.
 - Denver County: The City of Denver’s Platt Park neighborhood, a mixed use neighborhood with varied housing options, multiple income levels, and a vibrant commercial section called “Old South Pearl.” Platt Park is an ideal area to engage with a “whole neighborhood” approach. Strong community identification and active neighborhood and commercial organizations will support the canvass operation, and the strong, personal connections between residents and neighborhood businesses will engender healthy social pressure that ensures the effectiveness of the energy concierge work.
 - Garfield County: Two neighborhoods, from two different portions of the county, have been selected for comprehensive retrofits. One is the central Carbondale old town area that includes buildings built before the Town's energy efficient building codes were in place, including the Main Street business district, restaurants, shops, and a neighborhood built to support the earlier coal mining era. The other neighborhood targeted for comprehensive retrofit is the western end of the County in the heart of oil and gas development, in the town of Rifle, including Rifle's downtown core and the surrounding housing in the older part of town.

³ This element will be updated with revised numbers when they become available. At that time, the split between residential and commercial retrofits will be projected, if possible.

- Expected Outcomes: During the three-year grant period, the project will retrofit approximately million square feet of space in what are expected to be more than 50,000 homes and commercial buildings.⁴

Task 3.0 Access to Capital: PACE Programs, Statewide Debt Service Reserve Fund, Microloans, and Rebates

This element is designed to provide leveraged funds and in-kind resources to support local government retrofit programs statewide. At close to \$8 million, the resources available to Colorado home and business owners will nevertheless be available and highly leveraged (10:1 leveraging or greater is anticipated) to support this retrofit program (the existing Boulder County PACE program is achieving about 20:1, but the new programs may vary in leveraging).

Access to capital will remove barriers for home and business owners who wish to implement energy efficiency measures in their homes and buildings. Boulder County and its partners will support strategies that permit relatively small investments of EECBG funds to leverage significant investments by private financial institutions as well as households and businesses, such as expanding on or establishing a Property Assessed Clean Energy (PACE) program like the successful ClimateSmart Loan Program, creating revolving loan funds, and offering rebates for residential and commercial building retrofit projects. These initiatives allow property owners to make improvements with little or no cash outlay and allow improvements to be paid back through a special assessment on the property tax statement when appropriate to secure loans and reduce administrative overhead as well as allowing for longer payback periods. In addition, these strategies minimize administrative costs and maximize involvement from private investors and local banking institutions.

Subtask 3.1 Pooled fund in support of finance programs (Debt Service Reserve Fund, credit enhancements, aggregated funds, and other support)

- Purpose: The purpose of this subtask is to establish a pooled fund for the primary benefit of grant partners and other regional or statewide programs, as appropriate, that support the goals of the grant.
- Approach: The pool of funds will be available for all grant partners to support the grant goals. Funds may be used as debt service reserve, loan loss reserve, other credit enhancements and otherwise to support the financial program efforts. Funds will be prioritized for use by the grant partners, but will also be available for regional and statewide programs that assist in achieving the grant goals, as appropriate.
- Expected Outcomes: In Boulder County local experience, these types of funds can achieve a leveraging of 20 to 1. However, different program elements may be above or below that average.

Subtask 3.2 Microloans

- Purpose: Currently no financing is available for EE retrofits from \$500 to \$3,000. This pool will enhance program uptake by establishing financing for property owners to implement small retrofit projects that would not otherwise be implemented because of lack of financial resources.
- Approach: Offer small energy efficiency retrofit project loans, ranging from \$500 to \$3,000, to residents and businesses in Boulder County, primarily through the energy concierge and two techs programs. This approach will be further detailed in the microloan implementation plan.
- Expected Outcomes: Through the issuance of short-term microloans provided through convenient mechanisms, this program will increase uptake of efficiency efforts, provide a revolving pool of funds, and drive the market. The program will serve as a pilot for project partners as well as nationally.

⁴ A more specific estimate of the number of homes and commercial buildings to receive retrofits will be provided as those numbers become available, as well as an estimate of the number of retrofits to be achieved by the three grant partners, and those that will be accomplished by other communities through the statewide debt service fund and other programs.

Subtask 3.3 Rebates

- Purpose: This element will support high initial uptake and increase acceptance of energy efficiency measures as a community benefit, build markets, and support adoption of codes and regulations.
- Approach: Offer rebates to support program uptake in a way that supplements and fills gaps in relation to utility rebates. Rebates will include a connection to regulatory actions and a focus on moderate and low income populations. Rebates will be steeply tapered down after years one and two.
- Expected Outcomes: Rebates will be leveraged into measurable energy efficiency improvements in partner communities.

Task 4.0 Replicate Program Success: Coordinate and Deliver Training Activity Statewide

By establishing models in three very different communities – Boulder County, Denver, and Garfield County – the Program will demonstrate the ability to find an appropriate mix of A3 strategies that work, regardless of the size or the political and socio-economic factors unique to each community.

- Purpose: Retrofit approaches that prove successful in a college town might not be as effective in a metro area, nor as feasible in a region with rural communities. However, the flexibility and innovative nature of the A3 approach allows each community to customize a program that will cater to and best inform their residents, engage local organizations and businesses, and create and retain jobs.
- Approach: The Metro Mayors Caucus and DRCOG (MMC/DRCOG) have a strong history of supporting implementation of programs throughout the Denver metro region (home to about one-half of the state’s population). These partners will facilitate the replication of the Denver and Boulder County programs throughout the region. Through electronic communication and a central website, nonprofit partners will be supported by – and support – partner activities, and enable replication in other communities. The GEO’s “Recharge Colorado” website, for instance, is one cooperative effort that supports energy efficiency across the state. All education and outreach activities will be coordinated among the partners through web-based communication and will reflect input from other community stakeholders, such as the retrofit ramp-up working group, to the greatest possible extent.
- Expected Outcomes: The Colorado Retrofit Ramp-Up Program will provide different and successful A3 models that can be replicated by other communities throughout the region, state, and nation. MMC/DRCOG will provide workshops and support in addition to education and outreach. MMC/DRCOG is planning 5 workshops the first year, 4 in year 2, and one large summit in year 3 that will focus on best practices and lessons learned.

Task 5.0 Project Management and Reporting

- Purpose: Documentation of project achievements and accounting of grant funds.
- Approach: Project staff will track outcomes, outputs and expenditures and insure the project is attaining goals and objectives within the projected timeline, making adjustments with DOE approval, as necessary. Grant management will be centralized within Boulder County with direct oversight through the Commissioners’ office.
- Expected Outcomes: Reports and other deliverables will be provided in accordance with the Federal Assistance Reporting Checklist following the instructions included therein, including all reporting requirements under the American Recovery and Reinvestment Act (ARRA).
- Additional deliverables: Representatives from Boulder County and Retrofit Colorado partners will attend Retrofit Ramp-Up workshops in Washington, DC, twice annually throughout the grant period (6 workshops total).

APPENDIX C - SAMPLE CONTRACT

BOULDER COUNTY (name of service contracting for) CONTRACT

THIS CONTRACT ("Contract") is entered into between the County of Boulder, State of Colorado, acting by and through its Board of County Commissioners ("County") and (name of company) ("Contractor").

In consideration of the rights and obligations specified below, the County and the Contractor agree as follows:

1. **Incorporation into Contract:** *The Invitation for Propose and Propose Specifications of Boulder County Propose No.* _____, together with any alterations and/or modifications to these Specifications (the "Propose Documents"), are expressly incorporated into this Contract by this reference.

2. **Work to be Performed:** The Contractor will, in a good and workmanlike manner and at its own cost and expense, furnish all labor and equipment and do all work necessary and incidental to performing (specify type of work) as specified in the Propose Documents and this Contract (the "Work"). The Contractor shall perform the Work in strict accordance with the Propose Documents and this Contract.

3. **Term of Contract:** This Contract shall begin and become effective on the date of execution by the parties, which date is the date specified on the signature page of this Contract. Under this Contract, the Contractor shall begin Work on (date) and shall continue through (date).

4. **Payment for Work Performed:** In consideration of the Work to be performed by the Contractor, and subject to paragraph 14, the County shall pay to the Contractor, in accordance with the Propose Documents, \$ (contract price).

5. **Extension and/or Renewal of Contract Term:**

a. The County, in its sole discretion, may elect to extend the term of this Contract. In the event the County elects to exercise this right, it shall send written notice to Contractor, pursuant to paragraph 15, of its intent to extend the term of the Contract. The notice shall set forth the length of the extension.

b. Upon mutual agreement by the parties, this Contract may be renewed for two additional one-year periods through date during which time this Contract shall be in full force and effect, subject to the termination provisions of paragraph 14. If this option to renew is exercised, the parties shall execute a written agreement no later than thirty (30) days before the expiration of this Contract.

c. All of the provisions of this Contract shall remain in full force and effect during any extension or renewed term except that the scope of services and compensation to be paid to Contractor during any extension or renewed term shall be mutually agreed upon prior to the commencement of any extension or renewed term. The agreed upon scope of services and compensation shall be reduced to writing, signed by both parties, and attached to this Contract.

d. **TEN CALENDAR DAYS BEFORE THE COMMENCEMENT OF ANY EXTENDED TERM THE CONTRACTOR SHALL SUBMIT TO THE COUNTY PROOF OF INSURANCE AS REQUIRED IN PARAGRAPH 9.**

e. Should the parties fail to agree upon the scope of services or compensation to be paid to Contractor for any extension or renewed term, or should Contractor fail to submit the required documents within the time period specified in paragraph 5(d), then this Contract shall terminate at the end of the then current term and no extension or renewal of the term of the Contract shall occur.

6. Quality of Performance: The Contractor shall perform the Contract in a manner satisfactory and acceptable to the County. The County shall be the sole judge of the quality of performance.

7. Schedule of Work: The Contractor shall perform the Work during the hours designated by the County so as to avoid inconvenience to the County and its personnel and interference with the County's operations.

8. Indemnity: The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the Work under this Contract. The Contractor will indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control. Nothing in this indemnification agreement shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

9. Insurance Requirements: The Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Contractor has assumed until this Contract has expired or is terminated:

a. Commercial General Liability. This coverage should be provided on an ISO 1998 Form or most current with minimum limits of \$600,000.00 combined single limit for each occurrence.

b. Automobile Liability. Minimum limits are required to be \$600,000.00 for each occurrence. Coverage must include:

- All vehicles owned, non-owned, and hired to be used on the Contract

c. Workers' Compensation and Employer's Liability. Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000.00 Each Accident/\$500,000.00 Disease-Policy Limit/\$100,000.00 Disease-Each Employee.

****Do not print these lines in your contract. Point your cursor to the yellow highlighted areas for additional explanation. Other insurance policies that may be required by the County include the following: Professional Liability (Errors and Omissions), Pollution Liability, Employee Dishonesty, and Farmer's Liability. Contact Risk Management if you have questions about which insurance policies to include. An illustration of insurance requirements is attached at the end of this sample contract. This illustration may be completed and sent by the Contractor to their insurance carrier for clarification of insurance requirements.****

The Contractor shall provide Certificates of Insurance to Boulder County demonstrating that the insurance requirements have been met prior to the commencement of Work under this Contract. The Commercial General Liability certificate shall indicate Boulder County as an **ADDITIONAL INSURED**.

The Additional Insured wording should be as follows: *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.*

These Certificates of Insurance shall also contain a valid provision or endorsement that these policies may not be canceled, terminated, changed or modified without **thirty (30) days** written notice to the County, pursuant to paragraph 15.

The certificate holder is: Boulder County

Attn: Pam Stonecipher, Risk Manager
Boulder County
P.O. Box 471
Boulder, CO 80306

Please forward certificates to the above certificate holder.

10. Nondiscrimination: The Contractor agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, state and federal laws respecting discrimination and unfair employment practices.

11. Nondiscrimination Provisions Binding on Subcontractors: In all solicitations by the Contractor for any Work related to this Contract to be performed under a subcontract, either by competitive proposal or negotiation, the Contractor shall notify each potential subcontractor of the Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.

12. Information and Reports: The Contractor will provide to authorized governmental representatives, including those of the County, State and Federal Government, all information and reports which they may require for any purpose authorized by law. The Contractor will permit such authorized governmental representatives access to the Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where any information required by any such authorized government representative is in the exclusive possession of a person other than the Contractor, then such Contractor shall so certify to the County, and shall explain what efforts it has made to obtain the information.

13. Independent Contractor: The Parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Contract, and that the Contractor and its agents and employees are not agents or employees of Boulder

County for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased under this Contract, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers' compensation benefits from Boulder County, its elected officials, agents, or any program administered or funded by Boulder County. Contractor shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract.

14. Termination and Related Remedies:

a. The other provisions of this Contract notwithstanding, financial obligations of Boulder County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. Boulder County is prohibited by law from making financial commitments beyond the term of its current fiscal year. The County has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of the Board of County Commissioners as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, the County shall have the right to terminate this Contract by providing seven (7) days written notice to the Contractor pursuant to paragraph 15, and will be released from any and all obligations hereunder. If the County terminates the Contract for this reason, the County and the Contractor shall be released from all obligations to perform Work and make payments hereunder, except that the County shall be required to make payment for Work which has been performed by the Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Work for which the County has made payment prior to providing written notice to the Contractor of the termination.

b. The preceding provisions notwithstanding, the County may terminate this Contract, either in whole or in part, for any reason, whenever the County determines that such termination is in the County's best interests. Such termination shall be effective after the County provides seven (7) days written notice to the Contractor pursuant to paragraph 15.

c. In the event the County exercises either of the termination rights specified in paragraphs 14(a) or 14(b), this Contract shall cease to be of any further force and effect, with the exception of all Contract remedies which are specified herein and may otherwise be available to the parties under the law, and with the exception of any rights or liabilities of the parties which may survive by virtue of this Contract.

15. Notices: For purposes of the notices required to be provided under paragraphs 5, 9, and 14, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail - Return

Receipt Requested, or hand-delivered to the following representatives of the parties at the following addresses:

For the County: (enter DH/EO's name, Department, and Mailing Address)

For the Contractor: (enter Contractor's name and Mailing Address)

In the event a notice is mailed pursuant to the provisions of this paragraph, the time periods specified in paragraph 14 shall commence to run on the day after the postmarked date of mailing.

16. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following statutory requirement:

Contract payments may be withheld pursuant to C.R.S.

§ 38-26-107 if the County receives a verified statement that the Contractor has not paid amounts due to any person who has supplied labor or materials for the project.

17. Prohibitions on Public Contract for Services: **(REMOVE THIS SECTION IF NOT A SERVICE CONTRACT)**

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et seq., as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

A. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

C. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

D. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

E. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

F. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

G. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

H. If Contractor violates any provisions of this Section of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

18. Sole Source Contracts. If the Contractor has entered into a sole source contract or contracts with the State of Colorado or any of its political subdivisions as defined in Article XXVIII of the Colorado Constitution which including this contract in the aggregate on an annual basis are equal to or exceed the amount of \$100,000, then the following provisions apply:

A. Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, the Contractor shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the Contractor or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit of any candidate for any elected office of the state or any of its political subdivisions.

B. The Contractor further agrees that if it makes or causes to be made any contribution intended to promote or influence the result of an election on a ballot issue, it shall not be qualified to enter into a sole source government contract relating to that particular ballot issue.

C. If the Contractor intentionally violates sections 15 or 17(2) of Article XXVIII of the Colorado Constitution, as contractual damages the Contractor shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions, for three years.

19. Amendments: This Contract may be altered, amended or repealed only on the mutual agreement of the County and the Contractor by a duly executed written instrument.

20. Assignment: This Contract shall not be assigned or subcontracted by the Contractor without the prior written consent of the County.

21. Benefit to Successors and Assigns: This Contract shall be binding upon the successors and assigns of the parties.

22. Governing Law: The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the parties in the Boulder Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

23. Breach: Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

24. Termination of Prior Agreements: This Contract cancels and terminates, as of its effective date, all prior agreements between the parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.

25. Severability: If any provision of this Contract is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

26. Third Party Beneficiary: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any claim or right of action

whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, _____.

**COUNTY OF BOULDER
STATE OF COLORADO**

ATTEST: _____

Administrative Assistant
Clerk to the Board of
Commissioners
(seal)

By: _____

Chair, Board of County
Commissioners

CONTRACTOR:

ATTEST: _____

By: _____

Title: _____ **Title:** _____

(If this Contract is executed on behalf of a corporation, it must be signed by an agent duly authorized by the corporation to execute such Contract, and if specified by the corporate by-laws, the corporate seal must be affixed to the Agreement by the Secretary of the corporation or other authorized keeper of the corporate seal.)

CONTRACTOR’S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Boulder County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample “memorandum of understanding” available at the website prior to registering