



REQUEST FOR PROPOSAL

**ENERGY EFFICIENCY AND
RENEWABLE ENERGY REBATE
PROGRAM**

RFP # 5309-10

SUBMITTAL DUE DATE

Friday, July 23, 2010

2:00 p.m.

BOULDER COUNTY PURCHASING

**2020 13TH STREET
BOULDER CO 80302
(303) 441-3525**

**P O BOX 471
BOULDER CO 80306
(303) 441-4524**

REQUEST FOR PROPOSAL

Boulder County is seeking qualified contractors to provide an on-line rebate program and rebate support as outlined in this RFP.

Specifications and a sample contract are attached.

All inquires regarding the proposal document, scope of services, or the terms and conditions shall be submitted via e-mail to jolberding@bouldercounty.org and mmckibben@bouldercounty.org by **4:00 p.m., Wednesday, July 7, 2010**. All responses from the County to all inquiries shall be sent via email no later than close of business, **Wednesday, July 14, 2010**.

RFP's are due in the Purchasing office for time and date stamping by **2:00 p.m. Friday, July 23, 2010**. Two copies of your proposal, 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 # 5309-10**, 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's must be received and time and date stamped in the Purchasing office by the above due date and time. Sole responsibility rests with the Bidder to see that their RFP is received on time at the stated location. Any RFP's received after due date and time will be returned unopened to the bidder. No exceptions will be made. **Faxed or Emailed RFPs 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 that, in the opinion of the Board, is in the best interest 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 the scheduled event.

By: Jenny Olberding, Purchasing Agent

Terms and Conditions

1. Proposers are expected to examine the specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposers risk.
2. Each proposer shall furnish the information required in the RFP.
3. The Contract/Purchase Order will be awarded to that responsible proposer 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 purchase order or contract furnished to the successful proposer results 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 proposer 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 Proposer 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 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 a rebate program will be conducted with funds awarded to Boulder County from the State of Colorado through 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.

SMWBE

In accordance with ARRA, Small, Minority and Women's Business Enterprise requirements apply. Boulder County will provide practicable 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 also 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 bid on certain State services solicitations listed on the State Set-Aside List. See also CRS § 24-30-1203.

Buy American Act

The Buy American provision 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,"

Prevailing Wage

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 <http://www.wdol.gov/>.

Evaluation Criteria

Proposals will be evaluated on the proposed approach to this project, experience, knowledge and price.

Appeals Process

Vendors may appeal a Bid or 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 bid/RFP award.

Boulder County Energy Efficiency and Renewable Energy Rebate Program

SECTION 1 – STATEMENT OF WORK

1.0 Background

Boulder County and its grant partners have received a \$25 million grant from the Department of Energy. Of that \$25 million, nearly \$462,000 has been designated for use on energy efficiency implementation programs in Boulder County. The Cities of Boulder and Longmont will be contributing additional funding to these programs. Using these resources Boulder County and our city partners will develop a program to advance energy efficiency and renewable clean energy resources, the pillars of the New Energy Economy.

The goals of the program are to stimulate economic growth and investment in Colorado and to advance the state's energy independence through large-scale retrofits in the neighborhoods and business districts in Boulder County, including the Cities of Boulder, Erie, Jamestown, Lafayette, Longmont, Louisville, Lyons, Nederland, Superior, and Ward.

The program partners will all work together to achieve these program goals. The program overall will increase access to information, access to services and access to financing. The premise of this approach is that energy efficiency and renewable energy technologies can become a permanent part of the Boulder County landscape without long-term assistance through education and partnerships with energy efficiency and renewable energy service providers. When property owners have convenient access to information, access to services and access to financing in a seamless or one-stop-shop model, it removes many of the barriers that exist today.

1.1 Rebate Program Overview and Goals

The Rebate Program is being established with funds from the American Recovery Reinvestment Act (ARRA), the Energy Efficiency Conversation Block Grants (EECBG), and city partners' investments to continue the deployment of funds for energy efficiency and renewable energy projects.

The goals of the Rebate Program are to:

- 1) Transform the energy efficiency contractor, trades, and manufacturing sectors so that they better understand, recognize, value, and promote the use of energy efficient equipment.
- 2) Effectively provide rebate opportunities for Energy Efficiency (EE) and Renewable Energy (RE) improvements to residents and businesses across Boulder County.
- 3) Maintain and create partnerships with utilities, the Governor's Energy Office, and communities that will allow for sustainable funding when ARRA funds are depleted
- 4) Secure the faith and trust of stakeholders and citizens, integral to the New Energy Economy, that ARRA funds were utilized prudently and successfully.

In order to effectively serve Boulder County residents and businesses applying for EE or RE rebates as well as the various partners, Boulder County seeks to establish:

- 1) An online rebate platform
- 2) The necessary processing tools and services to validate and approve/reject rebates
- 3) A database to secure and track rebate data
- 4) A rebate support call center.

The rebate database will also allow program partners to check the status of rebates in their territory, view details of issued rebates, identify remaining funds and track the general progress of the program in their territory.

Boulder County will implement a significant public outreach effort to communicate all financial incentives, among other things, to Boulder County residents and businesses. This includes a Web site, data management system and public information call center. The platform developed to serve the rebate system will be required to interface with the overall outreach system's Web site and data management system seamlessly and cost effectively. The rebate support call center developed through this RFP will be expected to handle calls regarding the status of their rebate application, or why a rebate was rejected. It is expected that the main public information call center will be able to handle a significant percentage of general calls about the Rebate program. All marketing and outreach efforts for the rebate program will push people to the main program web sites and public information call center, and will link people to the rebate application and rebate call center (when appropriate) seamlessly and cost effectively.

The vendor will be required to coordinate with Boulder County's public outreach staff and vendors throughout the development, design and maintenance phases of the contract to ensure that all systems being developed will be seamless and cost effective.

Boulder County intends to establish this process, platform and rebate support call center as infrastructure that is integrated into the main public outreach call center, website and database, and will help to ensure the continuation of rebate processing after the ARRA funds are depleted.

1.2 Rebate Types and Incentives

The rebates, scheduled for release in mid 2010, are intended to:

- Increase energy efficiency contractors, trades, equipment manufacturer and consumer awareness and access to EE services and RE technologies
- Help residents and businesses save money on their utilities and stabilize their energy costs
- Stimulate local economies
- Reduce energy demand upon utility providers
- Foster sustainable energy efficiency and renewable energy industries that provide quality, local jobs

Both residential and commercial rebate offerings are expected to undergo revisions prior to the end of the project period in 2013.

1.3 Rebate Application Overview

Boulder County expects that 10 to 20 different rebate types will need to be developed for the Rebate Program. Each application will have some similar data fields (contact information), specific technology/application (system specifications, location of site etc) and uploaded documentation needed for verification.

Boulder County requires that the applications be available online and can be completed electronically or downloaded and completed manually and submitted via the US Postal Service. All required data will be stored in one central database, provided by the rebate processing company, and accessible to Boulder County and its partners.

The following are highlights about EE and RE applications:

1.4 Energy Efficiency (EE) Rebates

- Applicants must provide work invoices for qualified improvements.
- At this time all of the Commercial EE rebates will require a two-step process, an initial step for establishing a hold and the second to finish the application. It is not clear if all residential EE rebates will require a two-step process.
- Residential Appliances:
 - Residents purchasing appliances must provide proof of purchase of a qualifying ENERGY STAR ® appliance, proof of recycling form or certificate (for some appliances) and other basic requirements that will be established.
 - Residential appliance purchases must be made at a Colorado retail location. No out of state or internet purchases are eligible.
 - Pickup of old appliance and installation of new appliance must occur within the residency applying for the rebate.
- Equipment installation/Purchases, recycling, and rebate submission must be made within the Rebate Program timeframe.

1.5 Renewable Energy Rebates

Commercial renewable energy rebates will be offered on a very limited basis. Businesses must meet specific requirements defined by Boulder County. These rebates will require a two-step process and rebate application similar to the Commercial EE rebates.

1.6 Rebate Partnerships

In effort to leverage funds and provide more equitable incentives to residents and businesses, Boulder County has developed a partnership model to support the efforts of local utilities, governments, and community/nonprofit organizations.

Boulder County expects that the impact of this partnership model may affect the application reservation, verification, data entry, management, and final check writing processes. The partnership model may require that the rebate will vary depending on where the applicant lives. The database management system or approval process must make these calculations, without error, for every rebate awarded. The database management system must automatically adjust when the total budget amount per rebate, per community or funding source is exhausted and the rebate level requires an adjustment. All of these calculations must also reflect those rebates that are reserved but work is not yet completed.

1.7 Budgets

Boulder County is anticipating that through awards from competitive grant opportunities, partner investments, ARRA and other funds, the total budget for the Rebate Program will range between \$1 million and \$2 million. Although ARRA funds may be extended over three years, it is expected that the majority of funds will be expended within the first two years of the program. Each year will have varying levels of funds.

It is anticipated that up to 200 residential rebates and 200 commercial rebates will be fulfilled in the first year. Rebate transitions will significantly increase if RE incentives are added, as EE rebate types are extended to “custom” versus “prescriptive” rebates, and as more residential rebates have a two-step process (reservation and fulfillment).

1.8 Reporting

Boulder County requires that the rebate contractor will provide and oversee as necessary all applicable reporting required for funding under the American Recovery and Reinvestment Act. This includes

required reporting of how funds are allocated and all required reporting under the Davis-Bacon Act applicable to rebate programs.

SECTION 2 – SCOPE OF WORK

2.0 SCOPE OF WORK

The overall task of the awarded company is to support the deployment of rebate awards within the Rebate Program by creating and maintaining an online rebate platform and database that will allow flow of information from the public to Boulder County and its partners and vice versa. The scope of work for this includes:

- Online Rebate Program Website interface
- Online Rebate Application Development and Maintenance
- Rebate Program Master Database Development and Maintenance
- Rebate Verification
- Call Center Development and Services
- Check Writing Services
- Reporting of required data metrics to Boulder County

Boulder County has developed this scope of work as a draft of what will be negotiated in the final contract. Boulder County does not assume that this will cover all the requirements of the contract, but rather, aims to direct companies responding to this RFP on what will likely be required. Boulder County may determine at a later point to include additional requirements, or remove any of the requirements below, but will work with the company to understand the costs and impacts of such requirements.

Subcontractor Requirements:

Boulder County will allow for certain types of subcontracting to occur in the scope of work only under the following circumstances:

1. The American Recovery and Reinvestment Act requires that documentation be reviewed showing subcontractors were chosen through a competitive bid process. The applicant must demonstrate and prove, through documentation, that the subcontractor was chosen through a competitive bid process. Boulder County reserves the right to accept or reject the documentation.
2. All subcontractors must have primary offices and complete the work within the continental United States.
3. Boulder County expects that core areas below may be subcontracted, but may consider additional areas included in a proposal if reasonably justified.
 - Database design and management
 - Website development
 - Call Center
 - Reporting

- Training
 - Reconciliation of financial transactions
4. Subcontractors cannot be responsible for more than three (3) of the above categories or categories identified by the applicant.
 5. Boulder County reserves the right to not accept any subcontractors identified in the submitted proposal if it so chooses.

2.1 REBATE APPLICATION PROCESS INFORMATION

Website interface

Website users will be able to access specific rebate application types from the related informational pages on the program website or be sent to the applicable application after entering their utility and/or zip code.

Once the web user has access to the rebate application of their choice:

- The applicant submits basic data, including applicant contact information, zip code, and utility (gas and electric) provider(s).
- Applicant submits information solicited through the online application.

Energy Efficiency Rebates: 1-step process-

- Application entails specific product information and upload of product invoice.
- Once all application fields are complete, the rebate application is ready for contractor review.
- The application may be completed by the customer or by a vendor on behalf of the customer.

Energy Efficiency Rebates: Two-step Process:

Rebate Reservation and Rebate Application.

- Part 1: Rebate Reservation- the application includes specific project information such as the type of equipment being installed and other applicable rebates being applied for. The application may be completed by the customer or by a vendor on behalf of the customer.
 - Rebate Contractor reviews application Information
 - If approved, Rebate Contractor estimates the rebate amount based upon criteria provided by Boulder County.
 - Rebate Contractor sends Rebate Reservation Confirmation Letter to customer and reserves rebate amount in database.
 - Rebate Contractor sends notification of Davis-Bacon Act pay and reporting requirements to the customer and/or vendor.
- Part 2: Rebate Application – the customer (or vendor on behalf of customer) submits an application for a rebate using the final project cost information.
 - Rebate Contractor reviews rebate application.
 - Rebate Contractor confirms receipt of and that documentation provided including vendor invoices and other documentation proving the project was completed and copies of checks received by utility or other incentive program providers.
 - Rebate Contractor sends reminder notification of Davis-Bacon Act reporting requirements to the customer and/or vendor.

For both rebate types:

- If rebate is approved:

- Database is updated to reflect either the reservation hold or the award.
- Customer or vendor receives rebate in the mail.
- If rebate is not approved:
 - Rebate fulfillment company sends notice to customer or vendor with reasons for rebate denial.
 - Customer has opportunity to correct some issues
 - Database is updated to reflect reason for denial and status of rebate.

2.2 GENERAL REBATE APPLICATION/WEBSITE INTERFACE REQUIREMENTS

The Rebate Application Platform must:

- Be available in 20+ unique rebate application types each with 10-50 form fields.
- Rebate Website must conform to all Boulder County website standards.
- The Rebate Website must function and be compatible with all major operating systems required for the main website(s) for commercial and residential programs.
- Must be housed at the identified main webpage(s) and must not be a separate site.
- Applications must be available in paper and electronic forms.
- Database and processing structures must support both electronic and hard-copy submittals.
- Easily verify and aggregate information and data.
- Provide user registration and login for homeowners, business owners, and rebate service vendors applying on behalf of the home or business owner.
- Provide secure access to application and status information through a user login.
- Provide two levels of data capture: “Basic Application Information” including rebate applicant name, address and contact information and “Rebate-Specific Information” which applies directly to the unique rebate types.
- Login information must be associated with “Basic Application Information” which may be linked to multiple “Rebate-Specific Information” records (one applicant may apply for multiple rebates).
- Provide an applicant the ability to save a partially complete rebate application and resume the application at a later date.
- Be easily modified by Boulder County or the Rebate Contractor in both online and mail document versions.
- Capture all rebate application data in a master database.
- Be simple to use and access.
- Successfully complete a defined acceptance test prior to launch.
- Have a help feature for applicants to use when necessary.
- Time stamp when the application was received and provides a unique ID to each application.
- Rebate Program application and website interface must adhere to the Boulder County’s branding and design guidelines.
- If applying online, a confirmation email must be sent to the applicant on information how to access their application, the next required step for the applicant (if applicable), the ID number for their application, expected time for check to be received and how to contact the call center for more information if necessary.
- Adhere to the following technical requirements and expectations:
 - a. Avoid the use of proprietary systems.
 - b. Awarded Rebate Contractor or third party will provide the server and hosting.
 - c. Boulder County will own all data and content.
 - d. Boulder County will own all source code.

2.3 REBATE PROGRAM DATABASE REQUIREMENTS

The database must:

- Be a central store of all applicant, application data and documentation, rebate support call center interaction and correspondences sent to applicant.
- Provide time-stamped status information.
- Identify and associate multiple application submittals to a single resident, commercial business or vendor record. Provide other functions to mitigate fraud, errors and redundant check processing.
- Can provide up-to-date reports on-demand and periodically (weekly or monthly) as needed.
- Provides an easy-to-use report function that allows Boulder County staff and its partners to review and approve all rebate applications that are required for auditing.
- Each record must indicate rebate application and applicant types.
- Database records must support the needs of Boulder County and its partners to review and approve applications, as well as summarize and measure the rebate program process and results.
- Successfully complete a defined acceptance test prior to launch.
- Provide two levels of data storage and access: “Basic Application Information” including rebate applicant name, address and contact information and “Rebate-Specific Information” which applies directly to the unique rebate types.
- Be accessible to Boulder County and its partners via web interface.
- Ensure that data is never stolen or used improperly.
- Easily determine applicable rebate level based on unique rebate type, location of applicant and remaining funds available in for that rebate category or community.
- The system should be widely accepted, based on industry technology standards and be Open Database Connectivity (ODBC) compliant.
- Adhere to the following technical requirements and expectations:
 - Avoid the use of proprietary systems.
 - Awarded Rebate Contractor will provide the data server and web hosting.
 - Boulder County will own all data and content.
 - Boulder County will own all source code.
 - Boulder County has administrative rights to the accounts and log-ins with contractor and/or 3rd party provider.
 - Be responsive to Boulder County and the technical team established as the lead by Boulder County.

2.4 VERIFICATION PROCESS AND STRUCTURE REQUIREMENTS

The rebate verification structure must:

- Allow for verification that all information is present and is acceptable for fulfillment.
- Ensure that data with entry parameters (set range of numbers for example) meet the parameters. Software will perform a screen of the application to determine if all fields fall within the acceptable requirements for the application to be eligible for the rebate.
- Any data that does not meet the defined criteria must be flagged. Boulder County and/or the applicant must be made aware of the issues.
- Manual verification for documentation will be required.
- Successfully complete a defined acceptance test prior to launch.

2.5 REBATE SUPPORT CALL CENTER DEVELOPMENT AND SERVICES REQUIREMENTS

The rebate support call center must:

- Be available to Boulder County residents and businesses during normal business hours of operation.
- Identify themselves as a Boulder County Contractor.
- Interact with and support the main public information call center.
- Employ professional customer service representatives capable of clearly explaining the information found for the Rebate Program, including application support and status updates.
- Be scalable to adjust to fluctuations in call volume. This should include the ability to accommodate call volume increases and decreases and increases triggered by marketing campaigns.
- Staff must be able to assist caller in completing application. If questions are too technical for rebate support call center staff, they must be able to inform caller on how to contact Boulder County and find additional information.
- Collect and report data from callers to be shared with Boulder County and its partners for follow-up, including reasons for call, questions on applicant process, concerns/feedback, status inquiries etc.
- Provide Boulder County with monthly reporting on number of calls, subject of calls, abandonment rates, wait times, client demographics, and work hours provided.
- Record calls for quality assurance monitoring and assessment.
- Have the ability to make outbound calls.
- Ensure direct connect-ability from the main public information call center.
- Ensure caller confidentiality.
- Provide service to Spanish speaking callers.
- May need to provide service to callers who call during non-business hours on a limited time basis (on weekends) and provide automated messaging when operators are not available.
- Ensure effective tracking and results assessment based on appropriate project component metrics.
- Provide periodic progress reports for the above tasks.
- Be able to handle a wide variety of daily, weekly and monthly call loads.

2.6 REPORTING REQUIREMENTS

- Each core component task for the Rebate Program will require that periodic progress reports be provided to Boulder County. Upon completion of each task or task phase a summary report of the achieved milestones, deliverables, goals, analysis of metrics and suggestions for project adjustments will be required. The awarded Rebate Contractor must have the following capabilities:
 1. Use efficient and transparent project management and metrics tracking tools.
 2. Provide clear reporting on achieved milestones, deliverables, goals, analysis of metrics and suggestions for project adjustments.
 3. Communicate the cost-effectiveness and impact of project solutions clearly and measurably.
 4. Work together with Boulder County and other contractors to ensure easy integration of rebate support call center to the main public information call center and Boulder County's central database.
- Progress reports will be the basis for billing and all payments will be made "as earned" in accordance with Boulder County's standard contract terms and conditions and shall be made as earned, in whole or in part, from available funds encumbered, beginning after the contract has been negotiated and properly executed.
- Weekly check-ins regarding the status of the milestones and tasks prior to the launch of the Rebate Program will be provided throughout the project.

- Upon completion, each of the tasks and deliverables described in this RFP shall be subject to Boulder County's final review and acceptance. The costs for reporting should be included in the budget for each component.
- The Company must be able to provide various types of report, ie. one set of reports must include how many applications were received, verified, accepted or rejected while another set will be identifying how much funding is left per rebate type, geographical breakdown of where rebates are being delivered (utility, zip code, city) aggregation of systems sizes etc.
- Flags for any rebate application duplicates or multiple rebates assigned to one basic information record.
- ARRA reporting will be required from the Department of Energy, but is certain that additional reporting will be required. The company must be willing to provide Boulder County with all the reporting required if the company has access to such data.

2.7 ADDITIONAL RESPONSIBILITIES:

The contracted rebate fulfillment company (the Company) has the following responsibilities:

- The Company will process rebates (those without reservation requirements) and fulfill the rebate in no more than 4 weeks after the rebate is completed.
- The Company will process rebate reservations within 1 week and will process final rebate application in no more than 4 weeks after the second step of the application process is completed.
- If issues are found with the rebate application, the company will contact the applicant (within 48 hours if application was sent electronically and one week if received via mail) of receiving it to make them aware of the steps to complete their application or why their application is rejected.
- Once the rebate applications are launched Boulder County expects weekly, or when required daily, reports of total rebates submitted, errors in the rebate application process and application duplicates.
- Rebate application submissions should be available to Boulder County and its partners in real-time to ensure prompt review and approval. All data submitted should be complete and verified prior to fulfillment.
- All supporting documentation must be maintained and properly stored with all associated rebate transaction records.
- The Company must provide Boulder County with the number of rejected rebates each week, as well as categorically identify why the rebate was rejected. This feedback will be crucial in determining if there are problems with the application, if the requirements are too restrictive, if additional training for installers is needed, or to identify other major barriers that need to be addressed.
- Rebate application submissions, rebate status and all reporting/accounting requirements should be available to Boulder County and its partners in real-time to ensure oversight of the rebate process.
- The Company must provide Boulder County with random applications for auditing each week, prior to their approval. All data submitted should be complete and verified and ready for approval by the Company prior to Boulder County's receipt for approval. Boulder County will work with the company to determine the number of rebates to be audited each week.
- The Company will be responsible for gathering, compiling, organizing and efficiently maintaining Boulder County data through an existing Company database.
- The Company will create and maintain an online rebate application and database that will be updated continuously with application data and activity via application software. The rebate application platform must contain templates for at least twenty unique rebate parameters.
- The Company must ensure that the rebate program applications meet all Boulder County standards, is housed on Boulder County's main website(s) and is seamless in its interface.

- The Company must ensure that the rebate support call center meets all customer service standards, can support all escalated rebate calls and is seamless in its interface with Boulder County's public information call center.
- The rebate applications for all technologies must be live and ready to use no later than two weeks after contracts are signed. Boulder County will contract with a company that can reasonably guarantee that the entire program will be live within 30 days of contract signing and can guarantee ease of integrating call centers and web requirements.
- The Company will capture application data and allow Boulder County to pull reports of rebate information at any time.
- All data reports to Boulder County must be in either a Comma Separated Value (.CSV) file or Microsoft Access database format and all narratives must be in word format.
- The Company must provide a Request for Payment to Boulder, in the format required by Boulder County, each quarter. If required by regulations in ARRA, the company must provide additional reporting to Boulder County on a monthly basis including a monthly report with the number of hours the company spent for Boulder County that month.
- The Company will pass a rebate processing assurance test (developed with input from Boulder County and the Company) prior to launch that includes all core components of the process.

Submittal Section

Please respond to the following in the order listed below.

- **Contact Information:** Please submit Name and contact information as well as a description of your general business focus and why this position is of interest to your company.
- **Professional Qualifications and Experience with:** Experience with implementation of a rebate program similar to what is described in this RFP. Please provide specific project descriptions, supporting websites and references.
- **Proposed Approach to this Project:** Please provide a specific description of what approach you would use to implement a fully functional rebate and support program. This should also include statements on how your company can meet the general, processing, website interface, database, verification, structure, support and reporting requirements listed in Section 2, Scope of Work, of this RFP.
- **Constraints and Assumptions:** A description of possible constraints (such as scheduling, etc.), anticipated concerns regarding the project's goals, expectations or requirements.
- **Funding Plan:** Please submit your all-inclusive, itemized cost for a fully functional rebate program as described in this document. ARRA requires firm, fixed pricing. The Contractor shall propose a firm, fixed price for commercial rebate processing and a firm fixed price for residential rebate processing. Firm, fixed pricing includes hourly rates with a not to exceed overall project price, overall inclusive pricing, or pricing per applicant.
- **Value added services:** Please provide any value added services your company can provide in addition to those listed in this RFP.

Signature Page
RFP # 5309-10

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:

Company Name

Print or Type Name of Bidder's Authorized Officer or Partner

Signature of Bidder's Authorized Officer or Partner Date

*NOTE: If Bidder 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 Bidder is a partnership, set forth the name of the firm together with The signature of the partner of 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

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 Bid and Bid Specifications of Boulder County Bid No.* _____, together with any alterations and/or modifications to these Specifications (the "Bid 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 Bid Documents and this Contract (the "Work"). The Contractor shall perform the Work in strict accordance with the Bid 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 for one year through (date). Boulder County will reserve the option to extend the contract twice with each extension period lasting one year. Boulder County will evaluate the Contractor's performance at the end of the first year and use the results of the evaluation to determine whether or not an extension will be awarded. If an extension is awarded, Boulder County will perform an evaluation at the end of the first extension to determine whether or not a second extension will be awarded.

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 Bid 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) and Employee Dishonesty. 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 bidding 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

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: _____

By: _____

Administrative Assistant
Clerk to the Board of
Commissioners
(seal)

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