

Governor's Energy Office
1580 Logan Street, Suite 100
Denver, CO 80203

Buyer: **GEO**
 Phone Number: 303-866-2100
 GEO Contact: Joel Asrael
 Phone Number: 303-866-2204

IMPORTANT
 The PO# and Line Item #
 must appear on all
 invoices, packing slips,
 cartons, and
 correspondence.



**PURCHASE
 ORDER**
 STATE OF COLORADO

P.O. # 11-020
State Award #

Vendor Contact: Phone: 970-244-1420
 Email: kathyp@ci.grandjct.co.us
 Kathy Portner
 Purchase Requisition #:

Invoice To:
 Governor's Energy Office
 Attn: Accounting Dept.
 1580 Logan Street, Suite 100
 Denver, CO 80203

V
 E City of Grand Junction
 N 250 North 5th Street
 D Grand Junction, CO 81501
 O
 R

ORIGINAL

Federal Funds

Payment will be made by this agency

Ship To:
 Governor's Energy Office
 1580 Logan Street, Suite 100
 Denver, CO 80203

- INSTRUCTIONS TO VENDOR:**
- If for any reason, delivery of this order is delayed beyond the delivery/installation date shown, please notify the agency contact named at the top left. (Right of cancellation is reserved in instances in which timely delivery is not made.)
 - All chemicals, equipment and materials must conform to the standards required by OSHA.
 - NOTE: Additional terms and conditions on reverse side.

Delivery/Installation Date:
 F.O.B.

SPECIAL INSTRUCTIONS: Send payment to: same as above
 For the purposes of this Purchase Order, "Vendor" refers to both Vendor as identified herein and Subrecipient as defined in Attachment 1.

LINE ITEM	COMMODITY/ITEM CODE	UNIT OF MEASURE	QUANTITY	UNIT COST	TOTAL ITEM COST
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1. Project Title: Main Street Energy Initiative – EECBG Matching Grant
A. Background/Objective: Funds have been appropriated for this Purchase Order using federal funds from the U.S. Department of Energy (DOE) Award No. DE-EE0000913. These DOE funds are resulting from funding provided under the American Recovery and Reinvestment Act (ARRA) of 2009.
B. Scope of Work: The GEO agrees to provide funding to the City of Grand Junction (hereinafter called "Vendor" or "Grantee") towards rebate incentives for its Green Back\$ Initiative. The project work tasks, deliverables, timeline and budget are detailed in the Scope of Work, **Exhibit A**, attached hereto and incorporated by reference herein.
2. EFFECTIVE DATE AND NOTICE OF LIABILITY
 This Purchase Order shall not be effective or enforceable until it is approved and signed by a GEO authorized signatory (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Vendor for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.
3. PROJECT REPORTING Unless otherwise provided in this Grant or the exhibits hereto, Grantee shall be responsible for the following reporting requirements. Such written analysis shall be in accordance with the procedures developed and prescribed by the State. Required reports shall be submitted to the GEO not later than the end of each calendar month, or at such time as otherwise specified. The preparation of reports in a timely manner shall be the responsibility of Grantee and failure to comply may result in the delay of payment of funds and/or termination of this Grant.
3.1 Monthly Progress Reports
 Vendor shall submit, on a monthly basis, a written progress report analyzing the performance under this P.O. The report shall refer to the status of work to be performed pursuant to this P.O. and shall include a description of the deliverables and tasks completed during the reporting period. This report shall be in accordance with procedures and in such form as identified in **Exhibit C**, the Main Street Energy Efficiency Report template, attached hereto in and incorporated by reference herein. The report shall contain all associated DOE project metrics as identified by the GEO. In addition, the report shall include a description of any findings or results, any unanticipated outcomes or roadblocks encountered, and any potential future applications of project results. The report shall indicate clearly whether work is proceeding according to schedule, ahead of schedule or behind schedule. If the work is behind schedule, the report shall include a summary of the reasons for the delay and a plan of action to bring the project back on schedule, which shall be subject to review and approval by the GEO prior to implementation.

3.2 Final Report: Grantee shall produce and submit to the GEO Program Manager a *Final Narrative Progress Report* of the project that shall provide a technical accounting of the total work performed, and shall contain a comprehensive description of the work tasks specified herein, the results achieved, documenting the success/lessons learned/technology transfer of the project. The final report shall include a one page summarization of jobs created, jobs retained, economic impacts, energy savings and environmental impacts of the project as well as any assumptions used to determine that information. Specific required reporting related to public information shall be included as part of this final report. This information will be used by the GEO's communications team to inform the public of project results via various strategies including press releases, case studies and on the GEO Web site. Please use this as an opportunity to document your achievements through the Project's work. Include the following:

- a. Project summary narrative: This should summarize the project achievements in no more than two paragraphs. Include, at minimum, the needs that the project addressed, what the goals were, whether or not those goals were achieved, what audience the project served, and how much the project cost in total including how much of that was GEO funding. Include any project specific information that is not covered above.
- b. A summary of quantifiable metrics associated with the project along with a narrative description of the methodology behind those calculations. Depending on the project, this will include ARRA required metrics, such as jobs created/retained or energy saved, or project specific metrics such as number of individuals trained or number of workshops held.
- c. Project constituent testimonials/quotes: This should include press release worthy statements of the project's importance from participants and managers. For example, a school that received funding from solar panels can include a statement from the principal, the building energy manager and a teacher.
- d. Before and after photos if applicable. If the project allows for photos to communicate the work, please include electronic files with the final report. For example, if an inefficient boiler is replaced with a new efficient one, take photos of the old boiler as it is removed, and take photos of the new one when it is installed. If possible, try to get people in the photos.
- e. Include any associated maps, charts, graphs or graphics created as a result of the project.
- f. Include a list of the project's partners, and their logos.
- g. A summary of any communications to AND from the public associated with the project. For example, this could include press releases, advertising, and event participation, speaking engagements or newsletters. In addition it should include any surveys results, frequently asked questions or other records of constituent correspondence gathered during the project.
- h. A media relations contact for the funded organization and a media relations contact for the project constituent.

The Final Report shall be submitted in draft form for GEO's review not later than two weeks prior to the end date of the Grant term, with the final document due within two weeks thereafter.

4. PAYMENT

4.1 Billing Procedures

Payments shall be made in accordance with the provisions set forth in the Grant and **Exhibit A**. The State shall pay Grantee the reasonable, allocable, and allowable costs for work performed based on satisfactory progress of the work defined in this Grant. Grantee shall be compensated only for work and services performed by Grantee and accepted by the GEO pursuant to the terms of this Grant. Payment shall also be contingent upon GEO's timely receipt and acceptance of required reports described herein. Grantee shall be reimbursed no more than once a month based on the submission of a *Request for Payment* form provided by the GEO providing a detailed account of the amount of costs incurred relating to line items per the project budget set forth in **Exhibit A**. The GEO shall withhold payment of the final twenty percent (20%) of the total amount until Grantee has submitted and the GEO has accepted all required narrative progress reports and deliverables enumerated in this Grant. **Neither the Vendor, nor its employees or agents, are entitled to worker's compensation benefits from the State as result of the work to be performed hereunder. The Vendor is obligated to pay federal and state income tax on any moneys earned pursuant to this Purchase Order.**

4.2 PAYMENT STRUCTURE

4.2.1. Grantee shall receive an advance payment in the amount of 25% of the total Grant amount upon Grant execution.

4.2.2. Grantee shall receive 55% of the total Grant amount through the duration of this Grant and upon the GEO's acceptance of required deliverables and reports described herein.

4.2.3 The GEO shall withhold payment of the final 20% until the GEO has made a final acceptance of all deliverables.

5. ADMINISTRATIVE REQUIREMENTS

5.1. Accounting

5.1.1. At all times from the Effective Date of this P.O. until completion of the Work, Vendor shall maintain properly segregated books of GEO Funds, matching funds, and other funds associated with the Work.

5.1.2. All receipts and expenditures associated with said Work shall be documented in a detailed and specific manner, and shall accord with **Exhibit A**.

6. Testing and Acceptance Criteria

The GEO shall evaluate this Project through review of Vendor submitted program reports. The GEO may also conduct on-site monitoring

to determine whether Vendor met the performance goals. The GEO will inform Vendor in advance of such monitoring.

7. Travel

Travel expenses permitted under this Purchase Order and pre-approved by GEO, shall be reimbursed in accordance with State Fiscal Rules pertaining to travel regulations, available on the website of the Colorado State Controller at [http://www.colorado.gov/dpa/dfp/sco/FiscalRules/FR_5-1\(2009-0701\).pdf](http://www.colorado.gov/dpa/dfp/sco/FiscalRules/FR_5-1(2009-0701).pdf) . Reimbursement for automobile travel shall be at the prevailing State rate on the Effective Date. Car rental costs shall be reimbursed only when pre-approved by the State.

8. Purchase Order Price: The maximum amount payable under this purchase order to Vendor by the GEO shall be \$28,314, as determined by the State from available funds. Satisfactory performance under the terms of this purchase order shall be a condition precedent to the GEO's obligation to compensate the Vendor. The GEO shall not be liable to pay or reimburse Vendor for any performance hereunder prior to the Effective Date.

9. Project Promotion and Vendor's Acknowledgement of GEO and DOE Support: To the extent GEO deems appropriate to further program objectives, GEO shall utilize the media to promote the project, and GEO shall request the cooperation of the Vendor if and as necessary. The Vendor shall credit the Colorado Governor's Energy Office and U.S. Department of Energy as a funding source on all news releases, brochures, technical papers, and other promotional or informational material and shall include a statement that such support by GEO does not constitute their endorsement of the views expressed in the article. See **Exhibit B** for DOE specific requirements.

10. Pursuant to Colorado Governor's Executive Orders D011 07 and D012 07 (<http://www.colorado.gov/cs/Satellite?c=Page&cid=1199121589584&pagename=GovRitter%2FGOVRLayout>), GEO is committed to taking a leadership position in sustainability, energy conservation and efficiency, and all environmental issues that affect the health and well being of Colorado citizens. During the term of this PO, GEO encourages Vendor to consider environmental factors in all business and purchasing decisions and to consider giving preference to products and services that have a lesser or reduced effect on human health and the environment. In addition, the GEO encourages the measurement and tracking of sustainability indicators such as energy, water use, waste production and greenhouse gas emissions in an effort to best manage those critical resources.

11. Purchase Order Term: GEO and Vendor's performance under this Purchase Order shall commence on the Effective Date. No Purchase Order shall be valid until after the Effective Date. This Purchase Order shall terminate on August 31, 2011 unless sooner terminated or further extended as specified elsewhere herein.

Attachments:

- (1) State of Colorado Supplemental Provisions for Contracts, Grants, and Purchase Orders Using Funds Provided under the American Recovery and Reinvestment Act of 2009 as of 8-21-09 are attached hereto and incorporated by reference herein as Attachment 1.
- (2) DOE Award Specific Terms and Conditions are attached hereto and incorporated by reference herein as Exhibit B.
- (3) Additional State Purchase Order Terms and Conditions are incorporated herein and attached hereto.
- (4) Exhibit A – Scope of Work
- (5) Exhibit C – Main Street Energy Initiative Reporting Template
- (6) Standard GEO Partner Guidelines are attached hereto in electronic format

THIS PO IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS.

The Vendor agrees with the terms and conditions of this Purchase Order:

City of Grand Junction

BY: 
Rich Englehart, Deputy City Manager

DATE: 7/28/10

FOR THE STATE OF COLORADO:
Governor's Energy Office

BY: 
Seth Portner, Deputy Director

DATE: 8/2/10

ORIGINAL

**State of Colorado
Supplemental Provisions for
Contracts, Grants, and Purchase Orders Using Funds
Provided under the
American Recovery and Reinvestment Act of 2009
As of 8-21-09**

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with ARRA Funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
 - 1.1. **“ARRA”** means the American Recovery and Reinvestment Act of 2009, (Public Law 111-5).
 - 1.2. **“ARRA Funds”** means any funds that are expended or obligated from appropriations made under ARRA.
 - 1.3. **“ARRA Project”** means a project or program funded directly by or assisted, in whole or in part, by ARRA Funds.
 - 1.4. **“Contract”** means the contract to which these Supplemental Provisions are attached and includes a grant contract or a loan contract.
 - 1.5. **“Contracting Entity”** means a Prime Recipient, a Subrecipient, or a Recipient Vendor.
 - 1.6. **“Contractor”** means the party or parties to the Contract other than the Prime Recipient and includes a grantee, subgrantee, or a borrower. For purposes of ARRA reporting, Contractor is either a Subrecipient or a Recipient Vendor under this Contract.
 - 1.7. **“Entity”** means a governmental body; legally recognized for profit or nonprofit business organization, such as a corporation, limited liability company, or partnership; or sole proprietor and excludes individual recipients of Federal assistance.
 - 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282).
 - 1.9. **“Prime Recipient”** means a Colorado State Agency or Institution of Higher Education that receives ARRA Funds directly from a Federal Agency in the form of a grant, loan, or cooperative agreement.
 - 1.10. **“Subcontractor”** means an Entity engaged by Contractor to provide goods or perform services in connection with this contract.
 - 1.11. **“Subrecipient”** means a non-Federal Entity receiving ARRA Funds through a Prime Recipient to support the performance of the ARRA Project for which the ARRA Funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
 - 1.12. **“Supplemental Provisions”** means these Supplemental Provisions for Contracts and Grants Using Funds Provided under the American Recovery and Reinvestment Act of 2009, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado Agency or Institution of Higher Education.
 - 1.13. **“Vendor”** means a dealer, distributor, merchant or other seller providing goods or services required for a project or program funded by ARRA. A Vendor is not subject to all the terms and conditions of the Federal award, and all program compliance requirements do not pass through to a Vendor. However, a Vendor may be subject to selected program compliance requirements. See §22 of these Supplemental Provisions.
 - 1.13.1 **“Recipient Vendor”** means a Vendor that receives ARRA Funds from a Prime Recipient.
 - 1.13.2 **“Subrecipient Vendor”** means a Vendor that receives ARRA Funds from a Subrecipient.

Attachment 1 to PO#11-020 between the GEO and the City of Grand Junction

2. **Compliance.** Contractor shall comply with all applicable provisions of ARRA and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **ARRA Contracts and Subcontracts.** Contractor shall include these Supplemental Provisions in all of its contracts and subcontracts using ARRA Funds, in whole or in part, and shall provide written notification of revisions hereto to all parties to such contracts or subcontracts in accordance with §2 above. Contractor shall ensure that all subcontractors comply with applicable provisions of ARRA.
4. **Debarred or Suspended Entities.** Contractor shall not enter into any contract or subcontract in connection with this Contract with a party that has been debarred or suspended from contracting with the Federal Government or the State of Colorado. See Excluded Parties List System at <https://www.epls.gov/>.
5. **Conflict of Laws.** In the event of a conflict between the laws of the State of Colorado or these Supplemental Provisions and ARRA, ARRA shall control.
6. **Whistle Blower Protection. ARRA §1553.** Contractor shall not discharge, demote or otherwise discriminate against an employee as a reprisal for disclosures by the employee of information that the employee reasonably believes is evidence of: (a) gross mismanagement of a contract or grant relating to ARRA Funds; (b) a gross waste of ARRA Funds; (c) a substantial and specific danger to public health or safety related to the implementation or use of ARRA Funds; (d) an abuse of authority related to implementation or use of ARRA Funds; or (e) a violation of law, rule, or regulation related to a contract, including the competition for or negotiation of a contract or grant, awarded or issued relating to ARRA Funds. Contractor shall post a notice of the rights and remedies available to employees under ARRA §1553 in all workplaces where employees perform work that is funded in whole or in part by money authorized under the ARRA. A sample notice can be found at www.recovery.gov/?q=content/whistleblower-information. Contractor specifically acknowledges that Contractor and its employees are aware of and shall abide by the provisions of ARRA §1553. Contractor shall include the language and requirements of this subsection ("Whistleblower Protection under §1553 of the ARRA") in all of its contracts and agreements with employees, subcontractors and anyone else who performs work on behalf of Contractor.
7. **False Claims Act. 31 U.S.C. §§3729-3733.** Contractor shall refer promptly to an appropriate Federal Inspector General any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.
8. **Reporting of Fraud, Waste, and Abuse.** Contractor shall also refer promptly to the Colorado Office of the State Controller (OSC) any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has committed a criminal or civil violation of laws pertaining to fraud, waste, and abuse involving ARRA Funds. The OSC shall report such incidents of misconduct to the appropriate State Agency and appropriate Federal authority. Contact information for reporting fraud, waste, and abuse to the OSC is located at http://www.colorado.gov/dpa/dfp/sco/contracts/ARRA/ARRA_Main_Page.htm
9. **Inspection of Records. ARRA §§902, 1515.** Contractor shall permit the United States Comptroller General and his or her representatives or any representative of an appropriate Inspector General appointed under §3 or §8G of the Inspector General Act of 1978, as amended (5 U.S.C. App.) to: (a) examine any records of the Contractor or any of its Subcontractors that directly pertain to, and involve transactions relating to this Contract or any contract or subcontract using ARRA Funds; and (b) interview any officer or employee of Contractor or any of its Subcontractors regarding such transactions. Contractor shall permit the State of Colorado, the Federal Government or any other duly authorized agent of a governmental agency with jurisdiction to audit, inspect, examine, excerpt, copy and/or transcribe Contractor's or such Subcontractor's records during the term of this Contract and for a period of three years following termination of this Contract or final payment hereunder, whichever is later, to assure compliance with these terms or to evaluate Contractor's performance hereunder.

- 10. Wage Rate Requirements – Davis-Bacon Wage Determinations. ARRA §1606.** Contractor and its Subcontractors shall pay all laborers and mechanics employed on ARRA Projects by Contractor or any of its Subcontractors at wage rates not less than those prevailing on projects of a character similar 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.gpo.gov/davisbacon/co.html>.
- 11. Job Opportunity Posting Requirements. Governor's Executive Order D 01409.** Contractor shall post notice of job openings created by ARRA funded projects on the Colorado Department of Labor and Employment job website, <http://www.connectingcolorado.com>. In the performance of this duty, Contractor and any of its Subcontractors shall post jobs on Connecting Colorado Job Site that clearly designates the job opening as an ARRA job in a form and manner prescribed by the Colorado Department and Labor and Employment.
- 12. Buy American Requirement - Construction. ARRA §1605.** All iron, steel and manufactured goods used in any ARRA Project for the construction, alteration, maintenance, or repair of a public building or public work shall be produced in the United States in a manner consistent with United States obligations under international agreements. This requirement can be waived only by the awarding Federal Agency in limited situations.
- 13. Environmental and Preservation Requirements. ARRA §1609.** Contractor shall comply with all applicable Federal, State, and Local environmental and historic preservation requirements and shall provide any information requested by the awarding Federal Agency to ensure compliance with applicable laws, including National Environmental Policy Act, as amended (42 U.S.C. 4321-4347) and National Historic Preservation Act (16 U.S.C. 470 et seq.).
- 14. Non-discrimination.** Contractor shall comply with Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1688), the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), and other civil rights laws applicable to recipients of Federal financial assistance.
- 15. Identification and Registration Information.** If Contractor is a Subrecipient, Contractor shall obtain a Dun & Bradstreet DUNS number (or update the existing DUNS record), and register with the Central Contractor Registration (CCR), the primary registrant database for the Federal government.
- 16. Fixed Price – Competitively Bid. ARRA §1554.** Contractor, to the maximum extent possible, shall award subcontracts as fixed-price subcontracts under this Contract using competitive bid procedures. Contractor shall provide to its Contracting Entity a summary of any contract or subcontract awarded using ARRA Funds that is not fixed-price or not awarded using competitive procedures.
- 17. Publication.** Contractor shall include the Colorado Recovery logo on all project signage, and is encouraged, to the maximum extent possible, to use the logo on all other publications in connection with the activities funded by the Prime Recipient that use ARRA funds.
- 18. Prohibition on Use of Funds. ARRA §1604.** ARRA funds shall not be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
- 19. Enforceability.** If Contractor fails to comply with all applicable Federal and State requirements governing the use of ARRA funds, the State of Colorado may withhold or suspend, in whole or in part, funds awarded under the ARRA project, or recover misspent funds following an audit pursuant to §9, above. The remedy under this provision shall be in addition to all other remedies provided to the State of Colorado for recovery of misspent funds available under all applicable State and Federal laws.
- 20. One Time Funding.** Contractor acknowledges and understands that ARRA Projects will not be continued with funds appropriated by the State of Colorado after ARRA Funds are expended or are no longer available.
- 21. Segregation of Costs.** Contractor shall segregate obligations with respect to and expenditures of ARRA Funds from other sources of funding. ARRA Funds shall not be comingled with any other funds or used for a purpose other than the payment of costs allowable under ARRA.

22. Reporting. §1512, FFATA §2. Contractor shall report to its Contracting Entity the data elements required in §23 if Contractor is a Subrecipient or in §24 if Contractor is a Recipient Vendor. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions, as the cost of producing such reports shall be deemed included in the Contract price. The reporting requirements in §§23 and 24 are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract. The State may provide written notice to Contractor of any such change in accordance with §2 above, but such notice shall not be a condition precedent to Contractor's duty to comply with revised OMB reporting requirements. The Colorado Office of the State Controller shall provide summaries of revised OMB reporting requirements as well as reporting templates for Subrecipients and Recipient Vendors at:
http://www.colorado.gov/dpa/dfp/sco/contracts/ARRA/ARRA_Main_Page.htm

23. Subrecipient Reporting. If Contractor is a Subrecipient, Contractor shall report to its Contracting Entity as set forth below.

23.1 Initial Reporting. A Subrecipient shall report the following data elements to its Contracting Entity upon the effective date of the contract:

- 23.1.1** Subrecipient DUNS Number
- 23.1.2** Congressional District of Subrecipient
- 23.1.3** Primary Place of Performance Information, including: Street Address, State, Country, City, Zip code + 4
- 23.1.4** Subrecipient Officers' Names (Top 5) if all three criteria are met: 1) 80% or more of Subrecipient's annual gross revenue is from Federal contracts, 2) Subrecipient's annual gross revenue from Federal contracts is \$25 million or more, and 3) Subrecipient's officer names are not publicly available. See page 19 of Recipient Reporting Data Model V3.0 for Quarter Ending September 30, 2009 at http://www.colorado.gov/dpa/dfp/sco/contracts/ARRA/ARRA_Main_Page.htm.
- 23.1.5** Subrecipient Officers' Total Compensation (Top 5) if criteria in §23.1.4 met

23.2 Monthly Reporting. A Subrecipient shall report to its Contracting Entity no later than the 25th day of each month the following inception-to-date data elements as of the end of the prior month:

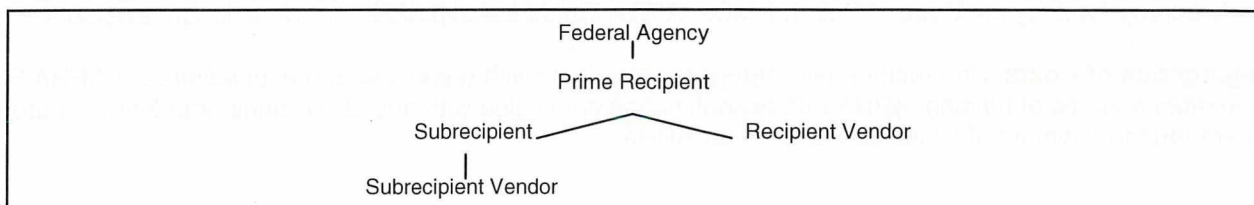
- 23.2.1** Job Creation Narrative for both the Subrecipient and the Subrecipient's Vendors
- 23.2.2** Number of Jobs Created or Retained for both the Subrecipient and the Subrecipient's Vendors
- 23.2.3** SubAward number or other identifying number assigned by the Subrecipient to each Subrecipient Vendor (this number *cannot* be a personal identifying number such as a social security number or federal employer identification number)
- 23.2.4** Vendor name and Zip code + 4 of Vendor's Headquarters for each Subrecipient Vendor; the Subrecipient Vendor's DUNS number may also be provided if available
- 23.2.5** Subrecipient shall establish reporting deadlines for its Subrecipient Vendors.

24. Recipient Vendor Reporting. A Recipient Vendor shall report to its Contracting Entity no later than the 25th day of each month the following inception-to-date data elements as of the end of the prior month:

- 24.1.1** Job Creation Narrative
- 24.1.2** Number of Jobs Created or Retained

25. Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

26. Reporting Framework – see chart below.



Department of Energy (DOE) Award Terms and Conditions

The Vendor shall be responsible for adhering to the following Department of Energy (DOE) award terms and conditions:

1. RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the GEO for guidance.

2. STATEMENT OF FEDERAL STEWARDSHIP

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

3. SITE VISITS

DOE authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Vendor must provide, and must require your subcontractors to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

4. REPORTING REQUIREMENTS

a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2. These requirements will be provided to the Vendor by the GEO. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the P.O. Noncompliance may result in withholding of future payments, suspension, or termination of the current P.O., and withholding of future P.O.s. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

b. Dissemination of scientific/technical reports. Scientific/technical reports submitted under this award will be disseminated on the Internet via the DOE Information Bridge (www.osti.gov/bridge), unless the report contains patentable material, protected data, or SBIR/STTR data. Citations for journal articles produced under the award will appear on the DOE Energy Citations Database (www.osti.gov/energycitations).

c. Restrictions. Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

5. PUBLICATIONS

a. Vendor is encouraged to publish or otherwise make publicly available the results of the work conducted under this P.O.

b. An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number DE-EE0000913."

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

6. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

Vendor must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this P.O.

7. INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION (NRD-1003) Nonresearch and Development

a. Nonprofit organizations are subject to the intellectual property requirements at 10 CFR 600.136(a), (c), and (d). All other organizations are subject to the intellectual property requirements at 10CFR 600.136(a) and (c).

600.136 Intangible Property

(i) Vendors may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. DOE reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal purposes, and to authorize others to do so.

(ii) Authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes.

b. In addition, in response to a Freedom of Information act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the DOE shall request, and the recipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the DOE obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect the costs incurred by the agency, the Vendor, and applicable subgrantees. This fee is in addition the agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

b. Questions regarding intellectual property matters should be referred to the DOE Award Administrator and the Patent Counsel designated as the service provider for the DOE office that issued the award. The IP Service Providers List is found at [http://www.gc.doe.gov/documents/Intellectual_Property_\(IP\)_Service_Providers_for_Acquisition.pdf](http://www.gc.doe.gov/documents/Intellectual_Property_(IP)_Service_Providers_for_Acquisition.pdf)

8. LOBBYING RESTRICTIONS

By accepting funds under this P.O., Vendor agrees that none of the funds obligated on the P.O. shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

9. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this P.O. should be American-made.

10. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS

Notwithstanding any other provisions of this P.O., the Government shall not be responsible for or have any obligation to the Vendor for (i) Decontamination and/or Decommissioning (D&D) of any of the Vendor's facilities, or (ii) any costs which may be incurred by the Vendor in connection with the D&D of any of its facilities due to the performance of the work under this P.O., whether said work was performed prior to or subsequent to the effective date of this P.O..

11. HISTORIC PRESERVATION

Prior to the expenditure of Federal funds to alter any structure or site, the Vendor is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the Vendor must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html> .

Section 110(k) of the NHPA applies to DOE funded activities. Vendors shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Vendor should be aware that the DOE will consider the Vendor in compliance with Section 106 of the NHPA only after the Vendor has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Vendor that it does not object to its Section 106 finding or determination. Vendor shall provide a copy of this concurrence to the DOE.

Purchase Order Terms and Conditions

1. Offer/Acceptance. If this purchase order ("PO") refers to vendor's bid or proposal, this PO is an ACCEPTANCE of vendor's OFFER TO SELL in accordance with the terms and conditions of the "solicitation" identified in vendor's bid or proposal. The solicitation includes an RFP, IFB, or any other form of order by buyer. If a bid or proposal is not referenced, this PO is an OFFER TO BUY, subject to vendor's acceptance, demonstrated by vendor's performance or written acceptance of this PO. Any COUNTER-OFFER TO SELL automatically CANCELS this PO, unless a change order is issued by buyer accepting a counter-offer. This PO shall supersede and control over any vendor form(s) or part(s) thereof included in or attached to any bid, proposal, offer, acknowledgment, or otherwise, in the event of inconsistencies or contradictions, regardless of any statement to the contrary in such form(s) or parts thereof. **2. Safety Information.** All chemicals, equipment and materials proposed and/or used in the performance of this PO shall conform to the requirements of the Occupational Safety and Health Act of 1970. Vendor shall furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.

3. Changes. Vendor shall furnish products and/or services strictly in accordance with the specifications and price set forth for each item. This PO shall not be modified, superseded or otherwise altered, except in writing signed by purchasing agent and accepted by vendor. Each shipment received or service performed shall comply with the terms of this PO, notwithstanding invoice terms or acts of vendor to the contrary, unless this PO has been modified, superseded or otherwise altered in accordance with this section.

4. Delivery. Unless otherwise specified in the solicitation or this PO, delivery shall be FOB destination. Buyer is relying on the promised delivery date, installation, and/or service performance set forth in vendor's bid or proposal as material and basic to buyer's acceptance. If vendor fails to deliver or perform as and when promised, buyer, in its sole discretion, may cancel its order, or any part thereof, without prejudice to its other rights, return all or part of any shipment so made, and charge vendor with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence.

5. Intellectual Property. Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by vendor in performance of its obligations under this PO shall be the exclusive property of buyer. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the materials. Vendor shall comply with all applicable Cyber Security Policies of the State of Colorado (the "State"), or buyer, as applicable, and all confidentiality and non-disclosure agreements, security controls, and reporting requirements.

6. Quality. Buyer shall be the sole judge in determining "equals" with regard to quality, price and performance. All products delivered shall be newly manufactured and the current model, unless otherwise specified.

7. Warranties. All provisions and remedies of the Colorado Uniform Commercial Code, CRS, Title 4 ("CUCC"), relating to implied and/or express warranties are incorporated herein, in addition to any warranties contained in this PO or the specifications.

8. Inspection and Acceptance. Final acceptance is contingent upon completion of all applicable inspection procedures. If products or services fail to meet any inspection requirements, buyer may exercise all of its rights, including those provided in the CUCC. Buyer shall have the right to inspect services provided under this PO at all reasonable times and places. "Services" as used in this section includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to PO requirements, buyer may require vendor to perform the services again in conformity with PO requirements, without additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, buyer may (a) require vendor to take necessary action to ensure that future performance conforms to PO requirements and (b) equitably reduce the payment due vendor to reflect the reduced value of the services performed. These remedies do not limit the remedies otherwise available in this PO, at law, or in equity.

9. Cash Discount. The cash discount period will start from the later of the date of receipt of acceptable invoice, or from date of receipt of acceptable products/services at the specified destination by an authorized buyer representative.

10. Taxes. Buyer and the State are exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code [No. 84-730123K] and from all State and local government sales and use taxes [CRS, Title 39, Article 26, Parts I and II]. Such exemptions apply when materials are purchased for the benefit of State, except that in certain political subdivisions (e.g., City of Denver) vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to buyer. Buyer shall not reimburse such sales or use taxes.

11. Payment. Buyer shall pay vendor for all amounts due within 45 days after receipt of products or services and a correct notice of amount due. Interest on the unpaid balance shall begin to accrue on the 46th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to buyer's obligation to pay all or a portion of the amount due. Vendor shall invoice buyer separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate.

12. Vendor Offset. [Not Applicable to Inter-governmental POs] Under CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

13. Assignment and Successors. Vendor shall not assign rights or delegate duties under this PO, or subcontract any part of the performance required under this PO, without the express, written consent of buyer. This PO shall inure to the benefit of and be binding upon vendor and buyer and their respective successors and assigns. Assignment of accounts receivable may be made only upon written notice furnished to buyer.

14. Indemnification. If any article sold or delivered under this PO is covered by a patent, copyright, trademark, or application therefore, vendor shall indemnify and hold harmless buyer from any and all loss, liability, cost, expenses and legal fees incurred on account of any claims, legal actions or judgments arising out of manufacture, sale or use of such article in violation or infringement of rights under such patent, copyright, trademark or application. If this PO is for services, vendor shall indemnify, save, and hold harmless buyer, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related expenses, incurred as a result of any act or omission by vendor, or its employees, agents, subcontractors or assignees, arising out of or in connection with performance of services under this PO.

15. Independent Contractor. Vendor shall perform its duties hereunder as an independent contractor and not as an employee. Neither vendor nor any agent or employee of vendor shall be deemed to be an agent or employee of buyer. Vendor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through buyer and buyer shall not pay for or otherwise

provide such coverage for vendor or any of its agents or employees. Unemployment insurance benefits will be available to vendor and its employees and agents only if coverage is made available by vendor or a third party. Vendor shall pay when due all applicable employment, income, and local head taxes incurred pursuant to this PO. Vendor shall not have authorization, express or implied, to bind buyer to any agreement, liability or understanding, except as expressly set forth herein. Vendor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by buyer, and (c) be solely responsible for its acts and those of its employees and agents.

16. Communication. All communication concerning administration of this PO, prepared by vendor for buyer's use, shall be furnished solely to purchasing agent.

17. Compliance. Vendor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

18. Insurance. Vendor shall obtain, and maintain, at all times during the term of this PO, insurance as specified in the solicitation, and provide proof of such coverage as requested by purchasing agent.

19. Termination Prior to Shipment. If vendor has not accepted this PO in writing, buyer may cancel this PO by written or oral notice to vendor prior to shipment of goods or commencement of services.

20. Termination for Cause. (a) If vendor refuses or fails to timely and properly perform any of its obligations under this PO with such diligence as will ensure its completion within the time specified herein, buyer may notify vendor in writing of non-performance and, if not corrected by vendor within the time specified in the notice, terminate vendor's right to proceed with the PO or such part thereof as to which there has been delay or a failure. Vendor shall continue performance of this PO to the extent not terminated and be liable for excess costs incurred by buyer in procuring similar goods or services elsewhere. Payment for completed services performed and accepted shall be at the price set forth in this PO. (b) Buyer may withhold amounts due to vendor as buyer deems necessary to reimburse buyer for excess costs incurred in curing, completing or procuring similar goods and services. (c) If after rejection, revocation, or other termination of vendor's right to proceed under the CUCC or this clause, buyer determines for any reason that vendor was not in default or the delay was excusable, the rights and obligations of buyer and vendor shall be the same as if the notice of termination had been issued pursuant to termination under §21.

21. Termination in Public Interest. Buyer is entering into this PO for the purpose of carrying out the public policy of the State, as determined by its Governor, General Assembly, and Courts. If this PO ceases to further the public policy of the State, buyer, in its sole discretion, may terminate this PO in whole or in part and such termination shall not be deemed to be a breach of buyer's obligations hereunder. This section shall not apply to a termination for vendor's breach, which shall be governed by §20. Buyer shall give written notice of termination to vendor specifying the part of the PO terminated and when termination becomes effective. Upon receipt of notice of termination, vendor shall not incur further obligations except as necessary to mitigate costs of performance. For services or specially manufactured goods, buyer shall pay (a) reasonable settlement expenses, (b) the PO price or rate for supplies and services delivered and accepted, (c) reasonable costs of performance on unaccepted supplies and services, and (d) a reasonable profit for the unaccepted work. For existing goods, buyer shall pay (e) reasonable settlement expenses, (f) the PO price for goods delivered and accepted, (g) reasonable costs incurred in preparation for delivery of the undelivered goods, and (h) a reasonable profit for the preparatory work. Buyer's termination liability under this section shall not exceed the total PO price plus a reasonable cost for settlement expenses. Vendor shall submit a termination proposal and reasonable supporting documentation, and cost and pricing data as required by CRS §24-106-101, upon request of buyer.

22. PO Approval. This PO shall not be valid unless it is executed by purchasing agent. Buyer shall not be responsible or liable for products or services delivered or performed prior to proper execution hereof.

23. Fund Availability. Financial obligations of buyer payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this PO is funded in whole or in part with federal funds, this PO is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. Buyer represents that it has set aside sufficient funds to make payment for goods delivered in a single installment, in accordance with the terms of this PO.

24. Choice of Law. State laws, rules and regulations shall be applied in the interpretation, execution, and enforcement of this PO. The CUCC shall govern this PO in the case of goods unless otherwise agreed in this PO. Any provision included or incorporated herein by reference which conflicts with such laws, rules, and regulations is null and void. Any provision incorporated herein by reference which purports to negate this or any other provision in this PO in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Unless otherwise specified in the solicitation or this PO, venue for any judicial or administrative action arising out of or in connection with this PO shall be in Denver, Colorado. Vendor shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against buyer.

25. Public Contracts for Services. [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental POs, or information technology services or products and services] Vendor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this PO and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this PO, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Vendor shall not knowingly employ or contract with an illegal alien to perform work under this PO or enter into a contract or PO with a subcontractor that fails to certify to vendor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this PO. Vendor shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this PO, (b) notify subcontractor and buyer within three days if vendor has actual knowledge that subcontractor is employing or contracting with an illegal alien for work under this PO, (c) terminate the subcontract if subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If vendor participates in the Department program, vendor shall deliver to the buyer a written, notarized affirmation that vendor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If vendor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., buyer may terminate this PO for breach and, if so terminated, vendor shall be liable for damages.

26. Public Contracts with Natural Persons. Vendor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date vendor delivers goods or begins performing services under terms of the PO.

**City of Grand Junction – Green Back\$ Initiative
STATEMENT OF WORK**

PROJECT DETAIL

I. General Description of Project

Utilizing City of Grand Junction and Mesa County EECBG funds, as well as GEO's Main Street Initiative funding, the Grand Junction Chamber of Commerce, partnering with the Palisade and Fruita Chambers, will launch the Green Back\$ Initiative. The goal of the initiative is to establish a two-year program that emphasizes education/outreach and marketing of energy efficiency measures for businesses and provide incentives to implement measures identified in assessments or audits. The initiative will promote business sustainability, focusing on energy efficiency, but also providing coaching and assistance in water conservation, waste reduction and recycling. The initiative will also develop the local contracting and trade community's expertise in energy efficiency upgrades.

II. Work Tasks and Deliverables

Upon completion, each of the work tasks and deliverables described below, shall be subject to the GEO's final review and acceptance. Vendor shall be compensated only for work and services performed by Vendor and accepted by the GEO pursuant to the terms of this Purchase Order.

- a. Incentives & Rebates Summary: Each rebate will be layered on top of existing Xcel Energy or Grand Valley Power rebates for energy audits and energy efficiency upgrades. Businesses will be offered up to a \$200.00 rebate for an energy audit offered through Xcel Energy or Grand Valley Power, or a \$200.00 rebate toward an energy efficiency upgrade identified in an energy audit. Businesses participating in Green Back\$ Initiative workshops and forums will be eligible for up to a \$1,000 rebate on energy efficiency upgrades identified in an energy audit.
- b. Grantee shall provide the following ongoing services to businesses:
 - 1) Assist businesses in Mesa County implement projects by providing rebates.
- c. Deliverable(s) to GEO:
 - 1) Make all participant reports and case studies available electronically if requested by GEO
 - 2) Submit monthly and final reports on all projects implemented

III. Acceptance Criteria

A. Acceptance **measures** for:

1. Monthly & Final Reports: Using the GEO's 'Reporting Forms', attached hereto and incorporated by reference herein as **Exhibit E**, the Vendor shall submit monthly and final reports to demonstrate that the deliverables of this Purchase Order have been met successfully. Monthly reports shall be submitted no later than COB on the last Friday of every month. The final report shall be submitted within 30 days of

Exhibit A to PO#11-020 between the GEO and the City of Grand Junction

project completion. The final report will be submitted no later than August 31, 2011.

2. **Goal achievement:** In the Final Report, Vendor shall provide a narrative summary of whether the goal was achieved and if not, an explanation. If the goal involves documenting energy savings. Vendor shall use GEO's 'Reporting Forms' to submit data to GEO.

B. Procedures

1. **Inspection of deliverables:** GEO will review monthly and final reports upon receipt.
2. **Acceptance of deliverables:** If GEO does not reply with a request for modified or additional information, the report and therefore the program is deemed to be accepted.
3. **Rejection of deliverables:** GEO will clearly state in any correspondence whether the deliverables are rejected and why they were rejected.
4. **Re-performance:** If the deliverables are rejected, Vendor will have ten (10) business days to resubmit an acceptable report.

IV. Budget

1. **Budget narrative:** GEO funds will be used toward the proposed rebate incentives for energy audits and energy efficiency upgrades.

Line Item	City of Grand Junction	Mesa County	Total Program
Incentives and Rebates	\$16,500	\$11,814	\$28,314
Sub-Total			\$28,314

GEO Main Street Energy Initiative

0

Program Summary

month/year:

Directions: Enter information in white cells only. Use the drop-down menus in orange cells by clicking the arrows to the right of the cell. Yellow cells will calculate results automatically. Be sure to update the date in the heading and submit this form with every monthly report.

Program Name: 0

Program location:

Program Manager (PM):

PM email:

PM phone:

Program start date:

Program completion date:



Governor's Energy Office

Program status:

Hours worked this period: hours total days in period

Program Progress:

	Goal	Units	To date	% complete
Annual electricity saved:	<input type="text"/>	kWh	<input type="text"/>	#DIV/0!
Annual heating fuel saved:	<input type="text"/>	therms	<input type="text"/>	#DIV/0!
Annual water saved:	<input type="text"/>	kgals	<input type="text"/>	#DIV/0!
Annual utility bill savings:	<input type="text"/>		<input type="text"/>	#DIV/0!
Annual btu savings:	0	kbtu	0	#DIV/0!
# of jobs's sustained/created:	#DIV/0!	FTE	<input type="text"/>	#DIV/0!
# of participating businesses:	<input type="text"/>		<input type="text"/>	#DIV/0!
# of Energy Star buildings:	<input type="text"/>		<input type="text"/>	#DIV/0!

Narrative Progress Report:

This program is funded by the American Reinvestment and Recovery Act of 2009 (ARRA)
The GEO is one of Colorado's state agencies responsible for use and distributing ARRA funds in Colorado.

GEO Main Street Energy Initiative

0

Business Summary

month/year:

Directions: Enter information in white cells only. Use the drop-down menus in orange cells by clicking the arrows to the right of the cell. Yellow cells will calculate results automatically. Be sure to update the date in the heading and submit this form with every monthly report.

Program Name: 0

Business name:

Business contact email:

Business contact phone:

Project start date:

Project completion date:

Project status:



Governor's Energy Office

Building size:

Baseline start date: mo/day/year

Baseline end date: mo/day/year

Electric utility:

Heating fuel utility:

<u>Utility use</u>	<u>Baseline</u>	<u>Units</u>	<u>To date</u>	<u>% reduction</u>
Annual electricity use:	<input type="text"/>	kWh	<input type="text"/>	#DIV/0!
Annual electricity cost:	<input type="text"/>	####	<input type="text"/>	#DIV/0!
Annual heating fuel use:	<input type="text"/>	therms	<input type="text"/>	#DIV/0!
Annual heating fuel cost:	<input type="text"/>	####	<input type="text"/>	#DIV/0!
Annual water use:	<input type="text"/>	kgals	<input type="text"/>	#DIV/0!
Annual water cost:	<input type="text"/>	####	<input type="text"/>	#DIV/0!
Annual utility bill cost:	\$0		<input type="text"/>	#DIV/0!
Annual utility cost intensity:	#DIV/0!	\$/sf	#DIV/0!	#DIV/0!
Annual energy intensity:	#DIV/0!	kbtu/sf	#DIV/0!	#DIV/0!

existing score

target

final score

Energy Star Certification

GEO and the

Junction

This program is funded by the American Reinvestment and Recovery Act of 2009 (ARRA)
The GEO is one of Colorado's state agencies responsible for use and distributing ARRA funds in Colorado.



Financial Status Report

month/year:

Directions: Enter information in white cells only. Yellow cells will calculate results automatically. This form must be submitted every month after the program begins. Be sure to update the date in the heading and submit with every monthly report.

MSEI Program Components	Total Program Budget	Grant expenses this month	Grant funds remaining
Goals and Outcomes	\$0	\$0	\$0
Personnel costs			
Materials & supplies			
Sub-contractor costs			
Travel costs			
Other costs			
Energy Data Man.	\$0	\$0	\$0
Personnel costs			
Materials & supplies			
Sub-contractor costs			
Travel costs			
Other costs			
Outrch, Educ.& Recog.	\$0	\$0	\$0
Personnel costs			
Materials & supplies			
Sub-contractor costs			
Travel costs			
Other costs			
Facility Assessment	\$0	\$0	\$0
Personnel costs			
Materials & supplies			
Sub-contractor costs			
Travel costs			
Other costs			
ECM Implementation	\$0	\$0	\$0
Personnel costs			



Financial Status Report

month/year:

Directions: Enter information in white cells only. Yellow cells will calculate results automatically. This form must be submitted every month after the program begins. Be sure to update the date in the heading and submit with every monthly report.

Materials & supplies	<input type="text"/>	<input type="text"/>	
Sub-contractor costs	<input type="text"/>	<input type="text"/>	
Travel costs	<input type="text"/>	<input type="text"/>	
Other costs	<input type="text"/>	<input type="text"/>	
Project Financing	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>
Personnel costs	<input type="text"/>	<input type="text"/>	
Materials & supplies	<input type="text"/>	<input type="text"/>	
Sub-contractor costs	<input type="text"/>	<input type="text"/>	
Travel costs	<input type="text"/>	<input type="text"/>	
Other costs	<input type="text"/>	<input type="text"/>	
Measure. & Verification	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>
Personnel costs	<input type="text"/>	<input type="text"/>	
Materials & supplies	<input type="text"/>	<input type="text"/>	
Sub-contractor costs	<input type="text"/>	<input type="text"/>	
Travel costs	<input type="text"/>	<input type="text"/>	
Other costs	<input type="text"/>	<input type="text"/>	
Total Funding	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>

Funding Breakdown

Budget narrative:

This program is funded by the American Reinvestment and Recovery Act of 2009 (ARRA) The GEO is one of Colorado's state agencies responsible for use and distributing ARRA funds in Colorado.