



Colorado Residential Energy Upgrade (“RENU”) Loan

CONTRACTOR APPLICATION

This is the application form to become an authorized contractor for the **Colorado Residential Energy Upgrade (“RENU”) Loan Program**. To enroll in the RENU Loan Contractor Network, please follow these instructions:

Step 1: Complete this Contractor Application below. Read and sign the Contractor Participation Agreement.

Step 2: Submit the completed Contractor Application and signed Participation Agreement, certificate of insurance, and copies of required licenses and/or training certificates (if applicable) to the Colorado Energy Office via email: ceo_renuloan@state.co.us, fax: 303-866-2930, or mail: Colorado Energy Office, Attn: Jeffrey King, 1580 Logan St., Suite 100, Denver, CO 80203.

Step 3: Attend a contractor training. Please email ceo_renuloan@state.co.us to sign up for the next scheduled training.

Step 4: Upon review of your application and training attendance, a RENU Loan Program Manager will contact you to confirm your enrollment in the program.

COMPANY INFORMATION

Company Name:

Primary Contact Name:

Contact Title:

Mailing Address:

City:

State:

Zip:

Email:

Email (for website listing, if different from above):

Phone:

Phone (for website listing, if different):

Website (if applicable):

Years in Business:

Number of Employees:

INSURANCE

Contractors are required to maintain and provide proof of insurance for each of the following types of coverage. Please attach proof of insurance with this application. Each certificate of insurance shall list the Colorado Energy Office as an additional insured.

- Commercial General Liability (\$600,000 per event of bodily injury, property damage or personal injury or death)
- Workers' Compensation (in accordance with statute)



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SERVICES PERFORMED:

Please indicate the services or equipment for which you are qualified to perform or install (Check all that apply).

Energy Assessment	Hot Water Heater Gas / Propane Storage
In-home monitor equipment/home automation	Hot Water Heater Gas / Propane Tankless
Programmable Thermostat	Heat Pump Hot Water Heater
Insulation	Central Air Conditioning
Air Sealing	Evaporative Cooling
Duct Sealing	Whole House Fan
Natural Gas or Propane Furnace	Lighting retrofits
Natural gas or Propane Boiler	Windows
Pellet Stove/Boiler	Doors
Electric Thermal Storage	Pool pumps
Air or Geothermal Heat Pumps	
ENERGY STAR appliances (please list):	Solar PV
	Solar Thermal

COUNTIES SERVED

Please list all of the Colorado counties you currently work in or are willing to serve:

LEGAL

Please answer each of the following questions. Please attach explanations for any “yes” responses.

1. Has the Contractor/company been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency or private enterprise? _____
2. Has the Contractor/company been removed, suspended or otherwise prohibited from doing business with any federal, state or local government agency, utility-run program, or private enterprise? _____
3. Has the Contractor/company had any business or professional license, registration, certificate or certification suspended or revoked? _____
4. Does the Contractor/company have any lawsuits pending against it in any jurisdiction? _____

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CONTRACTOR PARTICIPATION AGREEMENT

This Contractor Participation Agreement (“Agreement”) is entered into by and between Contractor named on the Signature Page of this Agreement (the “Contractor”), and the STATE OF COLORADO acting by and through the Colorado Energy Office (the “State” or the “CEO”). “Party” means the Contractor or the State/CEO/Program, and “Parties” means both the Contractor and the State/CEO/Program. “Customer” means the recipient of Contractor’s services as set forth in this Agreement.

RECITALS:

- A. This Agreement sets forth the terms and conditions under which Contractor shall participate in the *Colorado Residential Energy Upgrade (“RENU”) Loan Program (the “Program”)*. The Program is sponsored by the CEO.
- B. If the CEO authorizes Contractor’s participation in the Program, Contractor agrees to be bound by all of the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS OF THE PROGRAM:

1. PROGRAM REQUIREMENTS. Contractor must comply with the Program guidelines and requirements to remain a Program authorized contractor in good standing. CEO may amend this Agreement and other Program forms periodically.
 - a. CEO will provide written notice of the amendments to Contractor, 30 days prior to the effective date of the amendment and any changes.
 - i. Unless Contractor opts out of any updated Program forms or other amendments, Contractor shall be deemed to have accepted such updated Program forms or other amendments.
 - ii. Contractor may opt out of any updated Program forms or other amendments by providing CEO with written notice prior to the effective date of such changes. Contractor’s opt out notice to CEO shall be deemed as Contractor’s termination to CEO of its participation in the Program. .
2. ELIGIBILITY. At its sole discretion, the Program shall determine the eligibility requirements of Contractor.
 - a. At any time during the term of the Program, the CEO may request from Contractor, and Contractor shall provide verification of its eligibility requirements in the Program.
3. TERM. Authorized contractor status shall commence upon the date the Contractor Application and this Agreement are accepted by the Program and will continue until one of the following occurs:
 - a. Either Party may terminate this Agreement in writing, at any time and for any reason,
 - i. Except for termination and removal pursuant to Section 3(c) below, the Party terminating this Agreement shall provide the other Party (see Section 12 for Notice information), a minimum of 30 calendar days prior written notice of the effective date of the termination,
 - b. The State may terminate this entire Agreement if the Contractor has not participated in the Program (e.g. has not submitted any loan applications) in a 24-month period (from date of Application acceptance and effective date of this Agreement by the Program),
 - c. At the sole discretion of the State, in some instances, some Contractor actions, including, but not limited to Contractor defrauding a Customer or the Program, are grounds for immediate termination and removal from the Program.

Termination of this Agreement does not release the Contractor from any of the Contractor’s responsibilities or liabilities related to loans and customer contracts arising before the termination, unless the Program and the Customer expressly agree in writing to release Contractor from those responsibilities or liabilities.

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4. **CODES AND LICENSING.** Contractor shall comply with and conform to all federal and State statutes, all local laws, rules, codes, and ordinances applicable to its business and the work performed by the Contractor under the Program.
5. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an agent, representative, or employee of the State, the CEO or the Program. Neither Contractor nor any agent, representative, or employee of Contractor shall be deemed to be an agent, representative or employee of the State, the CEO or the Program. Contractor and its agents, representatives and employees are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents, representatives or employees. Unemployment insurance benefits will be available to Contractor and its agents, representatives and employees only if such coverage is made available by Contractor or a third party. Contractor shall pay all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation insurance, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its representatives, agents and employees. Contractor acknowledges that Contractors voluntarily participate in the Program to deliver the services as outlined by the Program directly to Customers. This Agreement shall not create a partnership or a joint venture. Contractor may not claim association or affiliation with CEO or the Program in any capacity other than as an authorized independent contractor.
6. **INSURANCE AND LICENSING.** Contractor shall have and must maintain commercial general liability insurance and workers' compensation insurance for their business as specified in the Application. Each certificate of insurance shall list the Colorado Energy Office as additional insured on a primary basis. At all times during the term of this Agreement, Contractor, and its agents and subcontractors, shall retain all necessary licensures, certification, training, and other requirements as deemed necessary by State law, the Program policies and guidelines, and all relevant documentation pertaining to the installation of the energy efficiency measures, and will provide immediate access to such documentation to CEO upon request. This includes but is not limited to appropriate liability insurance, permits, licensure, or certification information, installed equipment model and serial numbers.
7. **CONTRACTOR CONDUCT.** Contractor shall not knowingly misrepresent any information concerning the Program, its purpose, policies, incentives, and procedures, or its role in the Program or relationship with the CEO. Contractor shall not make false claims about performance or savings, nor engage in fraudulent or deceitful conduct in the sale or installation of measures.
8. **USE OF INTELLECTUAL PROPERTY.** Contractor shall not use the trademarks, logos, copyrighted information, or other intellectual property of the CEO or the Program without prior written approval by the CEO.
9. **NO ENDORSEMENT.** This Agreement does not constitute an endorsement by the CEO or the Program of the Contractor's work.
10. **QUALITY ASSURANCE VERIFICATION.** CEO or its RENU Loan Program Quality Assurance Designee will audit and monitor 5% of the Program services performed by Contractor to ensure compliance with Program requirements. Contractor shall cooperate with CEO. Contractor shall remedy any issue(s) arising from quality control inspections at no additional cost to the Customer within the timeframe provided by the Program. CEO or its RENU Loan Program Quality Assurance Designee may perform quality control on any or all work performed by Contractor, with or without notice to Contractor, and by any means CEO or its RENU Loan Program Quality Assurance Designee may select, including accompanying Contractor to a Customer's location. Contractor shall use its best efforts to obtain Customer cooperation in allowing CEO or its RENU Loan Program Quality Assurance Designee access to the Customer's location for this purpose. Failure of Contractor to meet quality requirements and standards will be grounds for termination of this Agreement.
11. **INDEMNITY AND LIABILITY.** Contractor shall indemnify, save, and hold harmless the State, the CEO, the Program, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts, including attorneys' fees and related costs

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incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, subcontractors or assignees in connection with this Agreement..

12. **NOTICES AND REPRESENTATIVES.** All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered by mail or email. Notice to the Colorado Energy Office shall be to Attn: Jeffrey King, 1580 Logan St., Suite 100, Denver, CO 80203 or via email to ceo_renuloan@state.co.us. Notice to the Contractor shall be to the principal representative and address listed in the application. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section 12 without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.
13. **DISPUTES.**
- a. Disputes concerning Contractor's or its subcontractor's performance with a customer will attempt to be settled amicably with the customer. The State, the CEO and the Program shall have no responsibility to provide dispute resolution assistance.
 - b. Disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution. The Parties shall endeavor to settle the dispute through direct discussion and good faith negotiation.
14. **COUNTERPARTS.** This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.
15. **JURISDICTION AND VENUE.** All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.
16. **MODIFICATION.** Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to.

CONTRACTOR AGREED AND ACCEPTED

I have read, understand and agree to comply with the Contractor Participation Agreement and the Terms and Conditions for Participating Contractors and certify that the information I have provided is true and correct.

Signature:

Date:

Name (printed):

Title:

COLORADO ENERGY OFFICE AGREED AND ACCEPTED

Signature:

Date:

Name (printed):

Title: