Request for Proposal
For Consulting Services to

UPDATE THE
GUIDEBOOK OF BEST PRACTICES FOR MUNICIPAL CONSERVATION

DATE OF PROPOSAL SUBMISSION: September 15, 2021
DEADLINE FOR PROPOSAL SUBMISSION: 4:00 P.M.

ELECTRONIC PROPOSAL SUBMITTAL
c/o COLORADO WATERWISE
EMAIL TO: admin@coloradowaterwise.org
Colorado WaterWise is soliciting written Proposals from qualified firms for Consultant Services to Update the Guidebook of Best Practices for Municipal Water Conservation (Guidebook). To be eligible for consideration, the proposing firm must be capable of supplying the services as noted herein and must also meet all other criteria outlined in this Request for Proposal (RFP).

INQUIRIES
All inquiries relating to this request shall be emailed to Courtney Black, Board Member of Colorado WaterWise.
Email: admin@coloradowaterwise.org and cblack@intera.com

SUBMITTAL SCHEDULE
The submittal process will follow the schedule as outlined below:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP issued</td>
<td>August 16, 2021</td>
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<tr>
<td>Deadline for inquires</td>
<td>August 25, 2021</td>
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<tr>
<td>Response to inquiries</td>
<td>August 30, 2021</td>
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<tr>
<td>Deadline for proposal submittal</td>
<td>September 15, 2021</td>
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<tr>
<td>Contract award &amp; notice to proceed</td>
<td>October 4, 2021</td>
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FORMAT AND DELIVERY
Proposals submitted shall contain all information as requested herein and any additional information necessary to summarize the overall benefit of the Proposal to Colorado WaterWise. Submit one (1) copy in pdf format and send electronically to Melissa Brasfield at admin@coloradowaterwise.org.

Late Proposals will NOT be accepted under any circumstance, and any Proposal so received shall be returned to the proposing firm.

CONDITIONS OF PROPOSAL SUBMITTAL
- All proposing firms shall comply with all conditions, requirements, and specifications contained herein, with any departure constituting sufficient cause for rejection of the Proposal.
- The Proposal must be signed by a duly authorized official of the proposing firm submitting the Proposal.
- Only one (1) Proposal will be accepted from any person, firm, or corporation.
- All terms and prices quoted must be firm for a period of sixty (60) Calendar Days from the Proposal submittal date or until Award, whichever is sooner.
- All Proposals shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material.
- Colorado WaterWise reserves the right to negotiate final terms with the selected proposing firm that may vary from those contained in this document.
- Colorado WaterWise reserves the right to reject any and all Proposals, or any part thereof. The right is reserved to waive any formalities, or informalities contained in any Proposal, and to award the Project to the most responsive and responsible proposing firm as deemed in the best interest of Colorado WaterWise.
EVALUATION OF PROPOSALS
All Proposals will be evaluated by the Best Management Practices (BMP) Project Committee assigned by Colorado Waterwise. Proposals shall be evaluated based on, but not limited to, the Evaluation Criteria noted below. In addition, other pertinent information that becomes available during the evaluation, interview, or negotiations may be considered in the evaluation. The Project Management Committee may make a selection on the basis of the Proposals received or may choose to "short list" prospective firms for further consideration, which may include interviews and/or negotiations. The firm selected for the Award will be chosen based on the apparent greatest benefit to Colorado WaterWise. Colorado WaterWise shall make the final determination of the firm selected.

EVALUATION CRITERIA
Proposals will be evaluated based on, but not limited to, the following criteria:

- Completeness: (5 points) The submittal includes all required items outlined in the RFP.
- Organizational Capabilities: (30 points) Firm offers the depth and quality of services required for the services listed in the Scope of Services in Exhibit “A.”
- Experience: (30 points) The firm’s expertise and individual professional qualifications with municipal water conservation/efficiency practices, planning and program development; stakeholder engagement; development of content for website applications; and report and grant writing.
- Project approach: (20 points) The firm’s approach adequately demonstrates an understanding and experience with water conservation and efficiency practices in Colorado along with developing manuals/documents that capture the collective expertise of stakeholders within the field.
- Cost proposal/schedule: (15 points) The thoroughness and timeliness of the project schedule and firm’s ability to complete the project in addition to the completeness and competitive rates of the firm’s staff.

SUBMITTAL REQUIREMENTS
Proposals, including the cover letter, shall not exceed 15 pages. At a minimum, proposals shall include the following information:

1. Cover letter
   a. Include the name, address, email address and telephone number of the proposing firm, and bearing the signature of the person having the authority to make the Proposal for the firm, and bind the firm in a formal Agreement with Colorado WaterWise.
   b. Qualifying statements or comments regarding the consultant’s Proposal, including proof of Consultant’s capabilities.
2. Statement of Qualifications
   a. Brief description of the firm, including the year firm was established, type of organization, project personnel and role on the project. Resumes should be limited to 2 pages per person and included as an appendix. The resumes are not included in the page limit.
b. Consultant’s experience with municipal water conservation/efficiency practices, water conservation planning and program development; stakeholder engagement; development of content for website applications; and report and grant writing.

c. The proposed Exhibit “B”, Consultant’s Personnel and Subconsultants Listing showing all personnel and subconsultants proposed for assignment to the Project team. Also submit brief bios with education and work experience for these personnel.

d. Three project examples of similar services with references. Include names, current telephone numbers and email addresses for the three references. Project examples should include when the project was completed and list the contributing staff members also included in this Proposal.

e. Any additional information that will assist Colorado WaterWise in selecting the most qualified consultant.

3. Project Understanding and Approach
   a. Description of Consultant’s understanding of Scope of Services and how Consultant will approach project described in Exhibit “A.”
   b. A project schedule showing the milestones for development of the Colorado Water Plan grant application and the subsequent update of the Guidebook assuming grant monies are awarded.
   c. Details on the deliverable(s) for the Guidebook update will be further fleshed out during the Colorado Water Plan grant application process. At this stage, the firm’s Proposal should refer to the three tasks in the Scope of Work in Exhibit “A”. The Consultant should provide a detailed scope for development of the grant application and a description of any initial ideas the Consultant may have for the Guidebook update. These ideas will be further fleshed out during the grant development process.

4. Cost Proposal
   a. The proposed Exhibit “C”, Schedule of Charges containing the billable hourly rate schedule of the proposing firm including the hourly rates for all personnel assigned to the project team, subconsultant’s fees, and rates for proposed reimbursable expenses such as mileage, equipment, printing, postage, etc. Reimbursable expense categories identified in the Reimbursable Expense Schedule must include all expenses for which the proposing firm will expect separate reimbursement. Expense categories not identified will not be reimbursed separately but are assumed to be included in the billable hourly rates or the fixed fee, whichever is applicable.
   b. A list of what portions of the Work, if any, will be subcontracted.

5. Note that Exhibit “D”, Affidavit is not required to be submitted with the Proposal. This exhibit is required only from the selected firm, and only if the selected firm is a sole proprietorship or an individual. If applicable, the selected firm will submit Exhibit “D” and the required identification along with the executed Agreement.

9. Any other information deemed necessary by the proposing firm.
GENERAL REQUIREMENTS OF THE SUCCESSFUL PROPOSING FIRM

1. The successful proposing firm shall enter into an Agreement with Colorado WaterWise in the form attached hereto as Exhibit “F” and incorporated by reference herein.

2. The successful proposing firm will be required to maintain insurance coverages for the duration of the Agreement period as outlined in Exhibit “F”.

3. The successful proposing firm shall be prohibited from assigning or subcontracting the whole or any part of the Agreement without the prior written consent of Colorado WaterWise.

4. The successful proposing firm shall not hire, discharge, promote, demote, or otherwise discriminate in matters of compensation, terms, conditions, or privileges of employment against any person otherwise qualified solely because of race, color, creed, religion, national origin, ancestry, gender, physical or mental disability, or age.

5. The successful proposing firm and its employees will operate as an independent Consultant and will not be considered employees of Colorado WaterWise.
EXHIBIT "A"
CONSULTANT’S SCOPE OF WORK

COLORADO WATERWISE MISSION
Addressing the state’s water challenges by improving water efficiency through diverse community connections, innovative solutions, and valuable member resources.

ABOUT COLORADO WATERWISE
Colorado WaterWise is a non-profit organization that represents the voice of Colorado’s water conservation community. Colorado WaterWise became the face of conservation in 2000 by combining Metro Water Conservation, Inc. and Xeriscape Colorado, two non-profits formed in the mid-1980s to promote water wise practices among homeowners, businesses, and water providers. The organization provides support to water professionals, water providers, and communities across Colorado empowering them to offer more responsive and effective programs to their own customers, clients, and citizens.

PROJECT BACKGROUND AND PURPOSE
This project entails an update to the Guidebook of Best Practices for Municipal Water Conservation in Colorado developed in 2012. This Guidebook is posted on Colorado WaterWise’s website for Colorado WaterWise members at: coloradowaterwise.org/BestPractices. If you are not a member and need access to either or both the Full Technical Guide or the Summary Guide contact Melissa Brasfield at admin@coloradowaterwise.org. The 2012 Guidebook provides information on 14 Best Practices identified by a consortium of professionals with expertise in water conservation in 2011/2012. While these 14 Best Practices are still relevant, many new advances have been made.

The 2012 Guidebook’s primary purpose was to provide industry best practices in improvements and enhancements in water efficiency for municipalities of various sizes and resource availability. The Guidebook offers a detailed description of specific water conservation/efficiency measures, program elements, regulations, policies, and procedures that can be implemented by water providers to help ensure reliable and sustainable water supplies for future generations. Most of this information is to be retained in the updated Guidebook with the addition of new, relevant information.

The updated Guidebook is to serve as a resource to water professionals including water providers, local governments, consultants, and others seeking water conservation information and be geared towards assisting the selection of the most sensible and cost-effective water conservation measures and programs to implement. While the Guidebook is generally written for a Colorado audience, it may also be of service to others.

PROJECT SCOPE OF WORK
Colorado WaterWise plans to apply for Colorado Water Plan grant funding for this Guidebook update. The scope for this project includes the development of the grant application and, pending award of grant monies, the update of the Guidebook. The specific tasks for development of the grant applications are described below. A more detailed scope of work for the Guidebook update will be developed during the grant development process.
1. Project Kick-Off and Meetings
The Consultant will hold a kick-off meeting with the Colorado WaterWise BMP Update Committee to discuss the approach and materials needed to complete the grant application. At a minimum, this will include background information to inform the grant, development of tasks for the Scope of Work, level of effort for each task to inform the budget, and key milestone dates. The Consultant will be responsible for developing the agenda of the meeting and incorporating the information received from the BMP Update Committee directly into the grant application. The Consultant will participate in up to two (2) Colorado WaterWise Board meetings to present the grant application and address any questions/comments the Board has on the draft grant application. The Colorado WaterWise contact for this project will be responsible for scheduling the BMP Update Committee meeting and including the Guidebook on Board Meeting agendas.

2. Grant Application Development

This task includes the development of the grant application. The grant application materials are provided on the Colorado Water Conservation Board’s (CWCB’s) website at: https://cwcb.colorado.gov/loans-grants/colorado-water-plan-grants. As discussed in Task 1 above, the Consultant will be responsible for working with the BMP Update Committee and the CWW Board in developing each of these elements. In addition to the application development, the Consultant will be responsible for contacting the CWCB with any questions the Consultant may have on the grant application process, be available for any presentations necessary to complete the grant application process, and be available to address any questions that the CWCB may have on the application.

The following bulleted items represent a list of current ideas generated for the Guidebook update to be included in the Scope of Work for the Colorado Water Plan grant application. The Consultant will work with the BMP Update Committee to further refine this list during the grant application process. For purposes of this RFP, the Consultant’s proposal should include a brief description of any additional items that the Guidebook update could entail in their approach.

a) A series of stakeholder meetings to receive input on the Guidebook update to 1) inform the initial draft update and 2) receive comments on the draft update. The stakeholder meetings may be organized by the following groupings of Best Practices: foundational, outdoor landscape and irrigation best practices, indoor residential best practices, and indoor non-residential best practices.

b) Review of the existing 14 Best Practices, possible addition of a few additional Best Practices and up to 4 new additional topics that may not be a formal Best Practice, but are new emerging fields to take note of (e.g., water efficiency and land use planning, urban agriculture, greywater reuse in Colorado)

c) Literature review of the latest information on the 14 Best Practices and other identified topics.

d) The final deliverables will include an 1) updated Guidebook and 2) website posting of new case studies for each Best Practice, resources and other emerging information. The updated
Guidebook must include an updated section on how water providers may evaluate the costs and benefits of conservation measures and include new information available for each Best Practice.

e) Grant administration including progress reports and the final report.

3. Project Management

This task includes the project management activities necessary to develop the grant application.

COST ESTIMATE AND SCHEDULE

The Consultant is to provide a cost estimate for completing the grant application. The schedule should include milestone dates such as: Project Kick-off meeting with the BMP Update Committee, development of first draft of the grant application and development of the final draft of grant application. Colorado Water Plan grant applications are due December 1, 2021.

Please note a more detailed cost estimate and schedule for development of the Guidebook will be developed through the Colorado Water Plan grant application development process. The estimated budget for the Guidebook update is $125,000, however, this estimate may be adjusted pending refinement to the scope of work during development of the Colorado Water Plan grant application. It is anticipated that the Guidebook will be finalized one year from the award of the grant.
## EXHIBIT "B"
**CONSULTANT’S PERSONNEL AND SUBCONSULTANTS LISTING**

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## EXHIBIT "C"
### SCHEDULE OF CHARGES

**BILLABLE HOURLY RATES AND ESTIMATED TOTAL COST:**

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<th>Category/Title</th>
<th>Billable hourly rate</th>
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**Note:** The table entries are placeholders for actual values.
EXHIBIT "D"

AFFIDAVIT

I, _____________________, swear or affirm under penalty of perjury under the laws of the State of Colorado that:

Check Only One

___ I am a United States citizen, OR
___ I am a Permanent Resident of the United States, OR
___ I am lawfully present in the United States pursuant to federal law.

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

___________________________   ______________
Signature                      Date

I, _________________________________________, Colorado WaterWise, observed the identification supplied by the above-named individual and affirm that it appears to be valid and is of the following form:

CHECK ONLY ONE

___ Colorado Driver’s License or state issued identification card.
___ United States Military or Military Dependent’s Card.
___ Merchant Mariner Card.
___ Native American Tribal Document.
___ Valid Driver’s License or state issued identification card bearing applicant’s photograph issued by one of the following (all states are not listed here; only those that verify lawful presence): Alabama, Arizona, Arkansas, California, Connecticut, Delaware, District of Columbia, Florida, Georgia, Idaho, Indiana, Iowa, Kansas, New Jersey, New York, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Virginia, West Virginia, and Wyoming.

___ Certificate verifying naturalized status issued by an authorized agency of the United States bearing Applicant’s intact photograph impressed with the raised embossed seal of the issuing agency.
___ Certificate verifying United States citizenship issued by an authorized agency of the United States bearing Applicant’s intact photograph impressed with the raised embossed seal of the issuing agency.
___ Valid immigration documents demonstrating Lawful Presence and verified through the Systematic Alien Verification for Entitlements, administered by the United States Citizenship and
Immigration Services of the Department of Homeland Security. Valid Immigration documents are as follows:

Unexpired Foreign Passport bearing an unexpired “Processed for I---551” stamp or with an attached unexpired “Temporary I---551” visa.

Unexpired Foreign Passport accompanied by an “I---94” indicating a specific future “until” date.


___________________________   ______________
Signature     Date
EXHIBIT "E"
WORK PRODUCT

a. Ownership
The Contractor/Consultant agrees that all Work Product shall be deemed “Works for Hire” under the United States Copyright Act and owned exclusively by Colorado WaterWise. To the extent any Work Product cannot be deemed work for hire, the Contractor/Consultant agrees to assign and hereby does assign to Colorado WaterWise all right, title, and interest in and to all Work Product and all Intellectual Property Rights in and to the Work Product. The Contractor/Consultant agrees to execute any documents reasonably required by Colorado WaterWise to evidence Colorado WaterWise’s exclusive ownership of the Work Products, and all Intellectual Property rights therein, as contemplated by this Agreement.

Any copyrightable works, ideas, materials, work product, work of authorship, studies, data, charts, diagrams, methodologies, processes, descriptions, reports, layouts, videotapes, DVDs, CDs, computer programs, work papers, projections, discoveries, inventions, patents, products, and Intellectual Property of any kind, or other information (collectively, the “Work Product”) developed in whole or in part by the Contractor/Consultant and/or its employees, subcontractors, representatives, consultants, or agents in the course of providing services pursuant to this Agreement or otherwise in connection with the Agreement shall be exclusive property of Colorado WaterWise. The Consultant will provide Colorado WaterWise with a ten (10) Calendar Day written notice prior to disposal of Project documents it has retained during which time Colorado WaterWise may take physical possession of same at the storage site.

A. Intellectual Property Rights
The term “Intellectual Property Rights”, as used in this Agreement, includes all rights of inventorship and authorship, all rights in patents and patent applications, all copyrights, all trademark and service mark rights, all rights in trade secret and proprietary information, all rights of attribution and integrity and other moral rights, and all other intellectual property rights of any type.

By: ______________________________
Signature

Title: ______________________________

Date: ______________________________
EXHIBIT “F”
STANDARD INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made on this XX day of XX 2021 by and between Colorado WaterWise and XXXXX XXXXXX, (“the Contractor”) which has an office located at
_____________________________________________________________________

1. RECITALS
WHEREAS Colorado WaterWise, herein after referred to as the Client, hereby employs ________________________________, herein after referred to as the Consultant, to perform such services as are described herein, for and at the direction of the Client. NOW, THEREFORE, the Client and the Consultant for the considerations hereafter set forth agree as follows:

2. SERVICES TO BE PROVIDED BY CONSULTANT

   A. Basic Services
   The Consultant shall furnish all of the labor necessary to perform the Services pursuant and in accordance with “Consultant Labor” and “Expenses” specified in the Scope of Work of the proposal dated September 15, 2021, attached as Exhibit “A”. Records of Consultant’s time and expenses will be maintained by the Consultant and provided to the Client with each invoice.

   B. Additional Services
   Upon the express, written request by the Client, Consultant shall perform services beyond the scope of duties and responsibilities in Exhibit “A”. Consultant shall charge the Client for such extra services, if any, in accordance with the current compensation schedule.

3. PERIOD OF PERFORMANCE

Performance of this contract shall begin xx/xx/2021 and shall be completed by xx/xx/2022.

4. FEES AND PAYMENT

Per the attached Scope of Work, the Client will pay the Consultant for all time, expenses and materials used for work, under this Agreement and agree to reimburse the Consultant for expenses undertaken by the Consultant in connection with the Services provided under this Agreement. The Client shall pay the Consultant per the contractual rates to be invoiced to the Client monthly for all services performed and reimbursable expenses incurred during the previous month. In consideration of performance of the Services by Consultant, Colorado WaterWise shall pay Consultant as described on Exhibit “A” attached hereto and incorporated herein by this reference. Total compensation under this Agreement shall not exceed _____ without the prior written approval of Colorado WaterWise. The Client will make monthly payments within fourteen days of receipt of invoice for work performed the previous month beginning ____. Any estimate of the cost of the project or any part thereof is not construed, nor is it intended, as a guarantee of the total cost.
All invoices rendered to the Client by the Consultant shall indicate the number of hours worked by Task, and a description of any reimbursable expense incurred and the amount charged for each such expense.

The Consultant is responsible for all business expenses including mileage for round trips in excess of 100 miles, airfare, and lodging. The Client will not reimburse expenses for office supplies, copies, postage, and roundtrip mileage less than 100 miles.

The Client will reimburse mileage in excess of 100 miles roundtrip at the approved government rate for the period of the contract. Pre-approved airfare and lodging for legitimate business purposes will be fully reimbursed by the Client. A mileage report and all receipts must be attached to each monthly invoice regardless of reimbursement.

If the Consultant invoices remain unpaid in excess of twenty-one (21) days, Consultant shall have the right to cease all work under this Agreement until such invoices are paid in full. Such work stoppage shall not be considered a breach of this Agreement.

Client agrees to pay all reasonable legal fees and other expenses for collection of fees due under this contract and to pay interest of 1 ½ % per month on all balances outstanding for more than 90 days accruing to the date of the invoice.

5. INDEPENDENT CONTRACTOR STATUS

The Consultant, for all purposes, shall be an independent Contractor and is not an employee of the Client. Nothing in this Agreement shall be construed to make Consultant or any of its employees or agents to be employees or agents of Client.

6. TERMINATION

This Agreement may be terminated by either party upon fifteen (15) days’ written notice. The Client shall pay the Consultant for all time and expenses incurred up to the date of written notice. The Consultant will furnish the Client with all work products as they exist at the time of the written notice. The Consultant further agrees that any work product created by her in the course of performing the Scope of Work remains the property of Colorado WaterWise.

7. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

8. CORRESPONDENCE

Notice to the Consultant shall be delivered or mailed to:

_____________________________________
_____________________________________
Notice to the Client shall be delivered to:
P.O Box 40202
Denver, CO 80204

9. EXTENT OF AGREEMENT

This Agreement constitutes the entire agreement between the parties relating to the work. This Agreement may not be altered, amended, or modified except by a written instrument signed by the duly authorized representative of both parties. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CONSULTANT: ________________

By: _________________________________________

Date:________________________________________

CLIENT:

By:__________________________________________

Name:_______________________________________

Title:________________________________________

Date:________________________________________
EXHIBIT "G"
REFERENCE AUTHORIZATION AND RELEASE FORM

To: Colorado WaterWise

By: _______________________________, A Partnership/A Corporation whose address is ______________________________________________________________


Proposing firm hereby authorizes Colorado WaterWise to perform such investigation of proposing firm as Colorado WaterWise deems necessary to establish the qualifications, responsibility and financial ability of proposing firm. By its signature hereon, proposing firm authorizes Colorado WaterWise to obtain reference information concerning the proposing firm and releases the Party providing such information named above and Colorado WaterWise from any and all liability to proposing firm as a result of any such reference information provided.

Proposing firm further waives any right to receive copies of reference information provided to Colorado WaterWise. A copy of this executed Reference Authorization and Release Form may be used with the same effectiveness as an original.

By: ______________________________
    Signature

Title: ______________________________

Date: ______________________________