

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado, (the “City”) and **SOLAR UNITED NEIGHBORS**, a District of Columbia nonprofit corporation, authorized to conduct business in Colorado, whose address is 1350 Connecticut Avenue NW, Suite 412, Washington, District of Columbia 20036 (the “Consultant”), jointly (“the Parties”).

The Parties agree as follows:

1. COORDINATION AND LIAISON: The Consultant shall fully coordinate all services under the Agreement with the Executive Director of Climate Action, Sustainability and Resiliency (“Executive Director”) or, the Executive Director’s Designee.

2. SERVICES TO BE PERFORMED:

a. As the Executive Director directs, the Consultant shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, Scope of Work**, to the City’s satisfaction.

b. The Consultant is ready, willing, and able to provide the services required by this Agreement.

c. The Consultant shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. TERM: The Agreement will commence **January 1, 2024**, and will expire **June 30, 2027** (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

4. COMPENSATION AND PAYMENT:

a. Budget. The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement the line item amounts set forth in the budget contained in **Exhibit B**. Amounts billed may not exceed the budget set forth in **Exhibit B**.

b. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement. All of the Consultant's expenses are contained in the budget in **Exhibit B**.

c. Invoicing: Consultant shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,500,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Consultant's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. STATUS OF CONSULTANT: The Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Consultant nor any of its employees are employees or Directors of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. TERMINATION:

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Consultant. However, nothing gives the Consultant the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Consultant or any of its officers or employees are convicted, plead *nolo*

contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Consultant's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Consultant shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Consultant's possession, custody, or control by whatever method the City deems expedient. The Consultant shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Consultant shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

7. **EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all times comply with D.R.M.C. 20-276.

8. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Consultant. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. INSURANCE:

a. General Conditions: Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-VIII” or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Proof of Insurance: Consultant may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the

City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. **Additional Insureds**: For Commercial General Liability, Business Auto Liability, and Excess Liability/Umbrella (if required), Consultant and subconsultant's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. **Waiver of Subrogation**: For all coverages required under this Agreement, Consultant's insurer shall waive subrogation rights against the City.

e. **Subcontractors and Subconsultants**: Consultant shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Consultant and appropriate to their respective primary business risks considering the nature and scope of services provided.

f. **Workers' Compensation and Employer's Liability Insurance**: Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

g. **Commercial General Liability**: Consultant shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

h. **Personal Automobile Insurance**: Consultant shall ensure personal automobile insurance is in force with current state minimum limits for all vehicles used in performing services under this Agreement. Consultant represents, as material representations upon which the City is relying, that Consultant does not own any fleet vehicles and that in performing Services under the Agreement, Consultant's owners, officers, directors, and

employees use their personal vehicles. Consultant shall ensure that any person operating a motor vehicle in performing Services under the Agreement shall keep in full force Personal Auto Liability coverage with minimum required limits.

10. DEFENSE AND INDEMNIFICATION:

a. Consultant hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Consultant’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Consultant’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

c. Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

11. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Consultant shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

12. ASSIGNMENT; SUBCONTRACTING: The Consultant shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Consultant shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

13. INUREMENT: The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

14. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Consultant receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

15. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

16. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or

unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

17. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Consultant shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Consultant shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Consultant written notice describing the conflict.

18. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Consultant at the address first above written, and if to the City at:

Executive Director of Climate Action, Sustainability and Resiliency or Designee
201 W. Colfax Avenue, Suite 704
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

19. DISPUTES: All disputes between the City and Consultant arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

20. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

21. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Consultant shall insert the foregoing provision in all subcontracts.

22. COMPLIANCE WITH ALL LAWS: Consultant shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

23. LEGAL AUTHORITY: Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Consultant represents and warrants that he has been fully authorized by Consultant to execute the Agreement on behalf of Consultant and to validly and legally bind Consultant to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to

the legal authority of either Consultant or the person signing the Agreement to enter into the Agreement.

24. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

25. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

26. INTELLECTUAL PROPERTY RIGHTS: The City and Consultant intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Consultant and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Consultant shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Consultant (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

27. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Consultant’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

28. ADVERTISING AND PUBLIC DISCLOSURE: The Consultant shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any

of the Consultant's advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Consultant shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

29. CONFIDENTIAL INFORMATION:

a. City Information: Consultant acknowledges and accepts that, in performance of all work under the terms of this Agreement, Consultant may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Consultant agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Consultant shall be held in confidence and used only in the performance of its obligations under this Agreement. Consultant shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

30. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

31. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

32. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Consultant shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning

the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

33. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Consultant consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Exhibit List

Exhibit A – Scope of Work.

Exhibit B – Budget.

Exhibit C – Certificate of Insurance.

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Contract Control Number: CASR-202371476-00
Contractor Name: SOLAR UNITED NEIGHBORS

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

CASR-202371476-00
SOLAR UNITED NEIGHBORS

By:  _____
DEFAGAD377FE416...

Name: Angela DeMonbreun
(please print)

Title: Chief operating officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A – SCOPE OF WORK

1. Summary

In 2020, the City established a Solar Group Purchase Program with the goals of reducing electricity-associated greenhouse gas emissions, increasing distributed energy resources, and assisting low-income Denver homeowners in receiving the benefits of rooftop solar. The City has selected Solar United Neighbors (“SUN”) as the program administrator for the Solar Group Purchase Program from 2024 through 2026. SUN will run at least three solar group purchase programs from 2024 through the end of 2026 and distribute Solar Equity Rebate funding to low-income program participants. SUN will also facilitate Solar Equity Rebate distribution for 2023 program waitlist participants who are re-approved by the City for the Solar Equity Rebate distribution in 2024.

2. Program Tasks

Task 1: Solar Equity Rebate Distribution for eligible 2023 Program Participants

SUN will facilitate Solar Equity Rebate distribution for 2023 program waitlist participants who are re-approved by the City for the Solar Equity Rebate distribution in 2024. SUN will coordinate with the selected installers from the 2023 program and the City to review and approve rebate applications and distribute rebates to participants.

2023 Solar Equity Rebate Administration Deliverables:

- Review and approve Solar Equity Rebate applications in conjunction with the City and County of Denver’s Climate Action, Sustainability, and Resilience (“CASR”) office.
- Issue rebate payments when projects are completed.

Task 2: 2024-2026 Solar Group Purchase Program Administration

SUN will run three solar group purchase programs (“Program”) from 2024-2026, including rebate administration to income-qualified participants. An outline of how SUN will achieve each task is as follows. Tasks 2.1 through 2.5 will be repeated for each year of the contract.

Task 2.1: Outreach and Promotion (Months 1-2)

The first phase of the Program is outreach to potential participants with the goal of turning people out to informational seminars and community meetings. This outreach involves hanging fliers, pitching local media, advertising via neighborhood listservs and emails, Facebook invitations, leaving door hangers, a direct mail campaign, and supporting word-of-mouth networking. To make this effort as successful as possible, SUN will also identify and cultivate local partners early in Phase I. SUN often partners with local governments, schools, churches, nonprofit organizations, and businesses who support solar power and who have strong connections with the community. Partners help SUN identify dates and locations for info sessions in the community and help with outreach through their networks.

By implementing Colorado Solar Switch programs, SUN now has the capacity to implement a direct mail campaign. SUN will work with the City and County of Denver to develop mailer copy and will share the text with municipal partners for approval. SUN

will then work with the municipality to determine the most effective way to send the mailers to residents. These services come at no additional cost to the municipality. The only requirement to send the mailer is that the City and County brands the letter with their official seal.

After receiving information about the Program, people who are interested in participating will sign up on the Program website. The City will have their own branded Program page. Participants can register to participate in the group free of charge. During registration, participants will be asked questions about their home, roof, energy usage, and contact information. They will also be asked whether they are interested and think they may qualify for the Denver Solar Equity Rebate.

Indicating interest in the rebate will identify them for specialized communication to manage all the specific steps associated with accessing the rebate, starting with income qualification. At this stage, participants are also invited to attend solar 101 events to educate them on solar technology, economics, and financing and will have access to the Solar Switch Help Desk personnel and resources to answer any questions they have as they get ready to go solar.

Solar Switch also allows for an increase in Solar 101 information sessions. In addition to our regular 2-3 in person Solar 101 events, there is a rotating series of virtual Solar 101s that transition to “Meet the Installer” events after installer selection. During these sessions SUN will explain how the group buying process works, provide a detailed but consumer-friendly overview of residential solar PV, and answer questions. They will cover the basics of solar technology, financing options, policy considerations, the installation process, and other topics such as battery storage or net metering as appropriate for local conditions. SUN will also provide Spanish-translation services in coordination with the City as needed.

Task 2.1 Deliverables:

- Develop informational materials
 - Produce a one-page flier/information sheet for the Colorado Solar Switch Program
 - Develop a table estimating installation cost and savings based on local rates and incentives
 - Develop answers to Frequently Asked Questions covering policy, regulation, incentives, and financing options available to regional residents.
 - Develop an online sign-up portal for participants, with branded landing pages for each municipal Project partner
 - Develop these materials in Spanish as needed
- Identify, cultivate, and provide ongoing coordination for diverse community partnerships to assist with community outreach about the Project
- Invite key partners and volunteer leaders to participate in an ongoing Steering Committee for the duration of the Program
- Answer questions from interested participants.
- Coordinate with partner organizations, particularly CASR, to find dates and locations for 2-3 in- person info sessions.

- Coordinate with partner organizations, particularly CASR, to set a clear timeline for program implementation.
- Coordinate with partner organizations, particularly CASR, to conduct outreach to the community, including through press and media, events, social media, email listservs/networks, direct mail, and word-of-mouth.

Task 2.2: Request for Proposals and Installer Selection (Month 2)

Solar United Neighbors will utilize the Solar Switch process to facilitate installer selection. Prior to the group's launch, SUN will connect with reputable local installers to conduct introductory meetings and a preliminary screening. SUN will then conduct a thorough review of each company including a financial screening, analysis of the company's operational capacity, prior customer reviews, and a minimum product quality. After this review, the list will be narrowed to companies that can meet all minimum requirements.

Several weeks after the group launches, the Solar Switch team will conduct a reverse auction for the selected installers. Due to the guarantee that all installers will offer the same, quality products, the Solar Switch team will select the winning installer(s) based on the lowest dollar-per-watt pricing. If the group's size requires multiple installers, the Solar Switch team will negotiate a median price between all bidding installers. By this method we guarantee all members will have access to quality, comparable bids.

Task 2.2 Deliverables:

- Conduct interviews with reputable local installers
- Continue community outreach activities and outreach coordination with partner organizations
- Host one or more informational webinars to educate the community and group participants about going solar and the Project
- Provide regular updates to participants and partners, including CASR, to keep everyone engaged, to keep CASR staff up to date on progress, and to encourage program participants to recruit friends and neighbors
- Select an installer through a competitive reverse auction

Task 2.3: Ongoing Support to Program Members (Months 3-6)

Once an installer has been selected, SUN will continue to recruit group participants for at least one month. During that time, the chosen installer(s) will also meet with each participant that accepts their personal recommendation via the Program website. In order to accept their personal recommendation, the participant will pay a \$150 refundable deposit. If they move forward with the project, the \$150 goes directly towards installation. If they do not proceed, the \$150 is fully refundable. The \$150 refundable deposit is waived for income-qualified participants. The installer will then provide an individualized proposal that lists the size and cost of a solar system for each house, with the cost reflecting the pricing put forward in their bid. If participants decide to move forward with the project, they sign an individual contract with the installer to have the system installed.

Solar United Neighbors also helps group participants identify and access incentives and financing programs. In addition to providing direct support to group participants, SUN will track the installation process and remain engaged in troubleshooting and education throughout the process. SUN will quickly address any issues that arise related to miscommunication with installers, equipment, permits, interconnection, scheduling, roofing impacts, contracts, insurance, renewable energy credits, and financing. SUN will also host regular installer check-ins and coaching sessions to provide feedback and tips for best practices.

Task 2.3 Deliverables:

- Continue community outreach activities and outreach coordination with partner organizations, ensuring program interest is maximized before the program sign-up deadline
- Host one or more information session webinars to educate the community and group participants about going solar and the group process
- Continue to provide regular updates to participants and partners
- Facilitate weekly calls with installers to get progress updates, discuss problems or concerns, and identify common participant questions to address in weekly email updates
- Support people from proposal to signed contract by following up regularly, answering questions, and troubleshooting, reaching out to participants who appear to move slowly or be stalled in their solar journey

Task 2.4: Solar Equity Rebate Administration

In addition to market rate customers, Solar United Neighbors will facilitate the City's Solar Equity Rebate program, ensuring sufficient community engagement, education, consumer protection, and support.

Task 2.4 Deliverables:

- Include targeted Solar Equity Rebate messaging in all Program collateral, with a particular focus on reaching low-to-moderate-income households
- Review and approve Solar Equity Rebate applications in conjunction with the City's Climate Action, Sustainability, and Resilience office
- Negotiate contracts with installers and issue rebate payments
- Return any unused funds to CASR within 90 days of contract expiration

Task 2.5: Annual Report and Celebration (Month 11)

After the completion of each group purchase program, SUN will host a celebration event for program participants, local elected officials, and other groups interested in celebrating the successful completion of each cycle. SUN will provide CASR with a thorough report detailing the outcomes of each campaign. SUN will utilize Salesforce CRM to manage program data and have a robust metrics tracking system within the platform to readily provide detailed outcomes of each campaign. Each report will include the following information:

- Deliverables created (marketing materials, etc.)
- Online engagement metrics
- Number of informational sessions held
- Number of people educated
- Number of local earned media stories
- Notes on bids received
- Selected bulk-purchase pricing
- Number of registrations
- Number of signed contracts
- Amount of solar and storage capacity installed
- Number of EV chargers installed
- Evaluation of what worked well and challenges faced
- Participant survey results
- Steps to improve the next campaign

Task 2.5 Deliverables:

- Plan and implement a program celebration event at the end of each project cycle
- Compile an annual report for CASR

Task 2.6: Additional Services

In the event that CASR determines additional services are needed, SUN will provide time and material rates for additional services and work with CASR to move forward.

Exhibit B – Budget

1. Budget. The City will award up to \$1,500,000 (“Maximum Contract Amount”) to the Administrator.
 - 1.1. Activities for the Award are set forth in Exhibit A, Scope of Work (“SOW”).
 - 1.2. Administrator confirms that prices and rates quoted for the defined SOW and timeline shown in this Exhibit are firm and fixed.
 - 1.3. The City, at its sole discretion, may determine that it is necessary to adjust funding between program years to achieve the intent and desired impact of the three-year program cycle.

Budget by Task	Total Cost
Task 1: Solar Equity Rebate distribution for eligible waitlisted 2023 Program participants	\$30,000 (x1 year)
Task 2.1: Outreach and Promotion	\$32,000 (x3 years)
Task 2.2: Request for Proposals and Solar Installer Selection(s)	\$11,000 (x3 years)
Task 2.3: Ongoing Support to Program Members	\$41,000 (x3 years)
Task 2.4 (a): Solar Equity Rebate Administration	\$26,000 (x3 years)
Task 2.4 (b): Solar Equity Rebates*	\$375,000 (x3 years)
Task 2.5: Annual Program Report and Celebration	\$5,000 (x3 years)
TOTAL	\$1,500,000
*Funding to be distributed as rebates to eligible participants	\$1,125,000
Funding for administrative tasks and SUN professional services	\$375,000

PRIME POSITIONS

Prime: Solar United Neighbors

Title/Classification	Responsibilities	Rate/Hr
CO Program Director	Running the program	\$34.50
CO Fellow / Program Associate	Assisting the Director in running the program	\$27.50
West Regional Field Director	Assisting with problems, big picture issues, managing CO staff	\$44.50
West Regional Communications Associate	Managing communications for program	\$35.00
Sr. Communications Director	Assisting as needed with communications, managing associate	\$47.00
West Community Impact Specialist	Community outreach, planning meetings, events, etc.	\$27.25
Director of Community Impact	Community outreach, planning meetings, events, etc.	\$37.00
Energy Equity and Inclusion Associate	Assisting in program structure, LMI participant outreach	\$25.00
Director of Energy Equity and Inclusion	Program oversight, LMI program structure	\$45.00
West Go Solar Specialist	Assisting with technical aspects of going solar	\$25.00
VP of Go Solar Programs	Managing any issues with go solar side of program	\$59.00
Associate Development Director	Writing reports, processing grant	\$40.00
Digital Director	Sending emails, setting up websites	\$50.25
Chief Operating Officer	Managing administrative aspects of program	\$54.75
Talent and Culture Director	HR, ensuring positions are filled	\$49.00

SUB CONTRACTOR POSITIONS

Sub: Access Accounting

Title/Classification	Responsibilities	Rate/Hr.
Finance Manager	Distributing rebates, managing accounting processes	\$70.00
Accounting Associate	Running invoicing, assisting with accounting processes	\$35.00

Sub: Oceans Solutions

Title/Classification	Responsibilities	Rate/Hr.
IT Contractor	IT Technical Support, as needed	\$175.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/09/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Cooley and Darling Insurance Agency, PO Box 1228, Haymarket VA 20168. CONTACT NAME: Andy Cooley, PHONE: (703) 881-0113, FAX: (703) 659-0024, E-MAIL ADDRESS: acooley@cd-insure.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Alliance of Nonprofits, INSURER B: Swiss Re Corporate Solutions Elite Insurance Corporation, INSURER C, D, E, F.

COVERAGES CERTIFICATE NUMBER: CL2311917309 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Cyber Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contact: CASR-202371476.

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured

CERTIFICATE HOLDER

CANCELLATION

CERTIFICATE HOLDER: City & County of Denver, Attn: Climate Action, Sustainability and Resiliency, 201 W. Colfax Ave. Suite 704, Denver CO 80202

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: James Cooley



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/02/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Automatic Data Processing Insurance Agency, Inc.</td> </tr> <tr> <td>PHONE (A/C. No. Ext): 1-800-524-7024</td> <td>FAX (A/C. No.):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">INSURER A : Rated by Multiple Companies</td> </tr> <tr> <td colspan="2">INSURER B :</td> </tr> <tr> <td colspan="2">INSURER C :</td> </tr> <tr> <td colspan="2">INSURER D :</td> </tr> <tr> <td colspan="2">INSURER E :</td> </tr> <tr> <td colspan="2">INSURER F :</td> </tr> </table>	CONTACT NAME: Automatic Data Processing Insurance Agency, Inc.		PHONE (A/C. No. Ext): 1-800-524-7024	FAX (A/C. No.):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A : Rated by Multiple Companies		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :																					
INSURER F :																					
INSURED Solar United Neighbors 1350 Connecticut Ave NW Ste 41 Washington DC 200361737																					

COVERAGES **CERTIFICATE NUMBER:** 3289460 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			76WEGAL1UTG	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

City & County of Denver, Attn: Climate Action, Sustainability and Resiliency 201 W. Colfax Avenue Suite 704 Denver CO 80202	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
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