

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter referred to as the “City”), and **ENERGY OUTREACH COLORADO**, a Colorado non-profit organization, with its principal place of business located at 225 East 16th Avenue, Suite 200, Denver, CO 80203 (the “Contractor”), jointly “the parties” and individually a “party.”

The City and Contractor entered into an Agreement dated April 1, 2019 to provide services (the “Agreement”). The Parties now wish to make certain other modifications to the Agreement as set forth below.

The Parties agree as follows:

1. Effective upon execution, all references to Exhibit A in the existing Agreement shall be amended to read Exhibits A and A-1, as applicable. Exhibit A-1 is attached.

2. Effective upon execution, all references to Exhibit B in the existing Agreement shall be amended to read Exhibits B and B-1, as applicable. Exhibit B-1 is attached.

3. Paragraph 3 of the Agreement, entitled “**TERM**” is amended by deleting and replacing it with the following:

“**3. TERM**: The Agreement will commence on **January 1, 2019** and will expire on **December 31, 2020** (the “Term”). Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Executive Director.”

4. Paragraph 4 subsection (d) (1) of the Agreement, entitled “**Maximum Contract Amount**” is amended by deleting and replacing it with the following:

“**d. Maximum Contract Amount:**

(i) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO 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 Contractor beyond that specifically described in Exhibit A. Any services performed beyond those in Exhibit A are performed at Contractor’s risk and without authorization under the Agreement.”

5. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

6. This Amendatory Agreement is not 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.

End.

Signature pages and Exhibits follow this page.

Exhibit List

Exhibit A-1

Exhibit B-1

Contract Control Number: HRCRS-201952030-01 / ALF 201947238-01
Contractor Name: ENERGY OUTREACH COLORADO

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:

HRCRS-201952030-01 / ALF 201947238-01
ENERGY OUTREACH COLORADO

By:  _____
D498FDE2BE03408...

Name: Jennifer Gremmert
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A-1

2020 SCOPE OF WORK
ENERGY OUTREACH COLORADO
NONPROFIT ENERGY EFFICIENCY SERVICES PROGRAM (NEEP)

1.0 SCOPE

1.1 Services: Energy Outreach Colorado (EOC), (Contractor) shall provide energy efficiency services, weatherization upgrades, and resident education for nonprofit facilities in the City and County of Denver. Specific services include:

1.1.1 Outreach:

1.1.1.1 EOC provides outreach for this program by conducting workshops throughout the year to educate nonprofits about NEEP and also educates EOC cash assistance agency partners about NEEP through a statewide tour each October. EOC uses an extensive statewide outreach and application process for all of our energy efficiency programs. EOC also plans to directly contact eligible organizations that meet the guidelines that have not participated in our program to date. Currently, EOC has several Denver based nonprofit projects already scheduled for the 2020 grant cycle.

1.1.2 Program Screening and Enrollment:

1.1.2.1 All NEEP applicants complete an online application which collects pertinent information about the project. EOC staff and other subject matter experts review the applications three times a year, determine if projects meet the eligibility requirements as they are defined in this RFP and by other funding partners including Xcel Energy, and then prioritize the projects based on need, mission, timing, etc. EOC requests that agencies participate in an orientation process and complete an internal energy use assessment prior to receiving and energy audit in order to maximize the benefits of the program. Once an application is approved, the first step in NEEP is to schedule an energy audit by an energy "expert" or consultant to identify the most cost effective changes that can be made to the existing building to save energy.

1.1.3 Criteria for Selection of NEEP Facilities:

1.1.3.1 The Nonprofit must be in Denver.

1.1.3.2 They must own or have a long-term lease (2 years or less in a 5-year lease) on their building and plan to stay in their building for a substantial period of time to see savings. For buildings that are not owned by the nonprofit, lease terms must be structured so that the nonprofit is directly paying for utilities.

1.1.3.3 The mission of the nonprofit must have a relationship to serving low-income populations.

- 1.1.3.4 Priority should be given to facilities with higher energy uses.
- 1.1.3.5 Priority should be given to nonprofit shared space facilities, in which four or more nonprofits are co-located for their office space.
- 1.1.3.6 The Audits/upgrades should be spread amongst agencies, rather than providing upgrades to multiple sites for one agency.
- 1.1.3.7 Priority should be focused on energy efficiency measures
- 1.1.3.8 Selection for upgrades should be based on a payback of 5-10 years if there is a project that EOC believes warrants moving forward, but that has a longer payback, then that would involve a discussion with DOSP.
- 1.1.3.9 EOC efforts should work to complement DOSP projects; such as the Denver Shared Space Project, Green and Healthy Homes Initiative, Denver TOD Fund and/or other City initiatives such as: Denver's Road Home.

1.1.4 Education:

- 1.1.4.1 EOC works with all NEEP recipients to develop an energy conservation education plan that is most appropriate for their clients and specific to what is funded by NEEP. This is very important to ensure that all energy savings targets are met. This includes an initial meeting with staff to recognize the target audience for conservation education, reviewing the measures installed and identifying appropriate behavior changes to maximize the savings benefits and selecting appropriate presentations for the target audience. EOC provides Energy Conservation presentations for up to twelve months after the measures are installed to assist the organization in adopting significant behavior changes around energy usage. EOC will require each recipient to create an Energy Team to develop a plan that will address occupant behavior, understand and track their utility bills, incorporate energy saving protocols into their building maintenance and share their stories with other nonprofits; components which will help to ensure that energy savings targets are being met. Through recent program experience we have learned that the challenge is to affect behavior permanently. Information and education are key elements to change knowledge into action. EOC will also tackle the issue of providing long-lasting behavior change by conducting two types of facility maintenance trainings for Denver NEEP recipients; one training for the do-it-all nonprofit staffer and a separate training for the more equipment savvy facility manager staff member. In addition some MFW recipients may benefit from retro-commissioning. Retro-commissioning involves recording existing operating conditions and monitoring real time energy consumption with data loggers, then changing those existing conditions and control strategies to achieve additional energy savings without

equipment replacement. This can be helpful to ensure that recently installed new equipment has been programmed to operate as efficiently as possible. The installation of data logging devices to measure energy consumption during the retro-commissioning process and provide immediate feedback can help multifamily buildings cut energy consumption by as much as 15-20% with little to no capital improvement cost.

1.1.4.2 Save Green Be Green Event

To keep operations running smoothly, nonprofits and faith-based organizations depend on donations and in many cases, volunteer staff. Many are housed in aging, rented, donated, or owned spaces suffering from years of deferred maintenance. With funding and energy focused on their missions, there is little time or capital devoted to facility maintenance, or to thinking about their organization's environmental footprint. EOC will host and organize this event in partnership with DOSP and the EPA to focus on money-saving facility planning, conservation efforts and on the environmental management of their physical spaces, staff and clients/congregants. Attendees will be given tangible information and access to resources, and will come away with an action plan that can help them save money on operating expenses and become better stewards of the environment.

1.1.5 Energy Audits:

1.1.5.1 An energy audit consists of a walkthrough of the entire building(s); an assessment of existing insulation in walls, attics, ceiling cavities, crawlspaces and basements; an inspection of the existing heating source (i.e., furnace or boiler), water heater and cooling source (if applicable); and an assessment of the existing lighting and appliances. Once an audit is completed, energy conservation measures are identified and evaluated to determine which measures are the most cost effective. Currently, EOC is working with Group 14 Engineering, a woman owned engineering firm.

1.1.6 Minor Upgrades or NEEP Lite:

1.1.6.1 EOC is frequently challenged by major renovations that might be seeking LEED certification or smaller projects who need one or two pieces of equipment replaced that have very little leveraging opportunity with our utility partners. These projects need EOC's guidance and support, but in the end, EOC makes a larger investment of time that will not be supported by significant energy savings. Often times, these projects are paying large consulting fees to numerous architects, engineers, and developers who already know what efficient building equipment needs to be part of the design. As part of a new process to the NEEP program, EOC would like to offer a more streamlined version of our traditional NEEP model called "NEEP Lite".

EOC would still conduct the building assessment, perform the savings calculations, and conduct an action team meeting to discuss energy conservation behavior changes in the building. The organization would collect all of the bids, manage the building improvement upgrades, and invoice EOC when the project is complete. EOC would then schedule an inspection to ensure all of the funded measures were properly installed. This process would also be appropriate for more recently constructed buildings that only need minor control changes or an upgraded building management system to control relatively newer equipment.

1.1.7 Major Upgrades:

- 1.1.7.1 Based on the information from the energy audit, EOC will work with our subcontractor to determine costs for installing energy efficiency measures. Product bid solicitations will include language describing the manner in which the product will be used and language stating that products offered in the bid response shall be appropriate for that use. All prices will include the cost of labor, materials, clean-up, and removal of any old materials and proper recycling of appliances containing refrigerants or lighting materials.
- 1.1.7.2 Once the bids are complete, EOC will compare the cost to install the measures with the predicted energy savings provided by the energy audit to determine the most cost effective measures to be installed at each facility. The goal is maintain an average payback of 5 to 10 years. EOC also runs an energy model to assist with determining the most cost effective measures. EOC will ideally be able to leverage funds from Xcel Energy and other private funders. The ability to leverage funds requires submitting project information to Xcel Energy to determine the level of funding/rebates they will assign each project. EOC evaluates the funding from Xcel Energy and other potential funding sources before determining the level of the City of Denver investment. In some cases, EOC asks nonprofit organizations to financially contribute to the project if there are measures that may be important but don't pass an adequate return on investment or payback for the project.
- 1.1.7.3 EOC will comply with federal and state laws pertaining to health and safety risk abatement, and will assure that installation of measures will not be permitted until identified health and safety risks are removed. EOC's experience is that health and safety repairs identified during the energy audit might be included in the scope of work for a facility. EOC will allow for electrical or structural repairs if necessary for the proper installation or maintenance of an energy efficiency measure.
- 1.1.7.4 EOC will focus funding on projects that make significant impacts on energy savings, at the same time being considerate of each nonprofits' specific program needs. EOC will assure that efficiency measures are installed in accordance with the manufacturer's directions. EOC staff/subcontractors will make routine site visits during installation to

confirm vendor compliance and ensure that the property remains clean and attractive for clients and will be responsible for final inspections at every site. Final inspections will compare the completed project to the energy audit to ensure that all required measures were performed.

1.1.8 Follow Up:

1.1.8.1 For each NEEP project completed, EOC reviews utility bill data and tracks gas and electric consumption to determine energy savings. This piece is critical to ensure efficient use of funds and maximization of energy savings. EOC collects utility bills from NEEP recipients for up to one year after implementation and compares it to utility bills collected prior to work being completed to track actual savings as seen by the facility. EOC uses Energy CAP software to help us improve our process for reviewing utility bills. This is an excellent tool to demonstrate to clients how energy efficiency improvements coupled with conservation/behavior changes are really saving therms, KWh and money on their utility bills. In addition to utility bill analysis, EOC will administer a survey to NEEP recipient organizations to assess their experience with NEEP.

1.2 Projected Measurable Outcomes:

| | Contract Goal | (Optional) Total Funds Leveraged for Activity | (Optional) Total Dollar Savings for Activity |
|--|---------------|---|--|
| Total Households/Buildings Served | 10 | | |
| Total Households/Buildings Served: Outreach | 10 | | |
| Total Households/ Buildings Served: Education | 10 | | |
| Total Households/ Buildings Served: Audits | 10 | | |
| Total Households/ Buildings Served: Minor Upgrades | 4 | | |
| Total Households/ Buildings Served: Major Upgrades | 6 | | |
| Total Energy Savings: KWh | 250,000 | | |
| Total Energy Savings: Therms | 14,000 | | |
| Total Annual Household/Buildings Dollar Savings | \$50,000 | | |
| Total Funds Leveraged | \$300,000 | | |

2.0 Programmatic and Performance Requirements

2.1 Data Collection and Reporting

- 2.1.1 Contractor will collect and report all activities in the database system SALESFORCE.COM (which is informally known within the City as Denver Energy Efficiency Customer Management System (CMS) on a bi-annual basis due on July 20th and January 20th in accordance with City policies and procedures. (Contractor will comply with and be subject to the terms and provisions contained in Exhibit D, *SalesForce.com Subscription Agreement*, a copy of which is attached to the Agreement and incorporated herein by reference.
- 2.1.2 The Contractor shall ensure its data reporting systems are compatible with City systems and meet City data reporting requirements. The Contractor shall be responsible for supplying and maintaining all required equipment and software.
- 2.1.3 The Contractor will submit a Monthly Activities Report form to accompany each invoice. The Contractor will also submit a full report detailing progress toward project outcomes on a quarterly basis.
- 2.1.4 The Contractor's final program report shall be submitted to DOSP within 45 days after the end of the Contract.

3.0 ADMINISTRATIVE REQUIREMENTS

3.1 Compensation and Methods of Payment

- 3.1.1 The method of payment to the Contractor by DOSP shall be in accordance with City and County of Denver Fiscal Rule 8.3, *Procedures for Accounts Payable*. The Contractor must submit expenses and accruals to DOSP on or before the 20th day of each month for the previous month's activities.
- 3.1.2 The Contractor shall be reimbursed or paid for services provided under this agreement according to the approved cost allocation budget, attached to and made a part of this Agreement.
- 3.1.3 Any changes to the budget must submit a Budget Modification Request form in writing and approved by the Project Manager.
- 3.1.4 The Contractor shall follow City and County of Denver Fiscal Rule 8.1, Procurement, which requires that at least three (3) documented quotations be secured for all purchases of services (including insurance), supplies, or other property that costs more than \$5,000.00 in the aggregate.
- 3.1.5 The Contractor shall submit the final invoice for reimbursement within forty-five (45) days after the end of the contract.

3.2 Communication

3.2.1 Contractors using website, radio or television announcements, newspaper advertisements, press releases, pamphlets, mail campaigns, or any other method to market or publicize activities funded by the Denver Office of Strategic Partnerships (DOSP) shall acknowledge DOSP as a source of funding and include the following statement in all relevant communication material: "The funding source for this activity is the Denver Office of Strategic Partnerships."

3.3 Close-Out

3.3.1 The Contractor shall prepare and submit the required DOSP contract closeout reports within sixty (60) days of the expiration date of this contract. The closeout package will be sent to the Contractor prior to the end of the contract. DOSP reserves the right to automatically closeout the contract after sixty (60) days if there are no disallowed costs pending. Once the contract closeout is complete, no further reimbursements will be allowed. Prior to reimbursement for the last invoice, DOSP will review participant files in accordance with DOSP Closeout Policy.

2020 SCOPE OF WORK
ENERGY OUTREACH COLORADO
MULTI-FAMILY UNIT ENERGY EFFICIENCY PROGRAM

1.0 Scope

1.1 Services: Energy Outreach Colorado (EOC), (Contractor), shall provide energy efficiency services, weatherization upgrades, and resident education for multi-family residential units in the City and County of Denver. Specific services include:

1.1.1 Outreach:

1.1.1.1 EOC will use its existing affordable housing solicitation and application process to identify qualifying multi-family projects in Denver. Through a combination of outreach events, workshops, direct mail, published announcements in cooperating agency newsletters and through DOSP, and direct marketing by local professional energy auditors, EOC will identify properties to meet the goals of this funding.

1.1.2 Program Screening and Enrollment:

1.1.2.1 EOC staff evaluate each project application and compare the project against the following criteria: 1) client eligibility based on % of the units being income qualified; and 2) property eligibility which evaluates acceptable property type and occupancy status. If an application passes all of the criteria, EOC will move forward with an initial energy audit of the building. Since federal funds are limited to 200% of Federal Poverty Level (FPL) or below, units that have residents with incomes of 200 - 300% FPL could be served with these Denver funds.

1.1.3 Education:

All participants in an EOC energy efficiency program are encouraged to develop an energy efficiency education plan that is most appropriate for their residents and the building operation. Effective client education resulting in energy consumption behavior change can increase the energy savings of the installed weatherization measures. EOC will encourage each program participant to develop a plan that will address occupant behavior, understand and track their utility bills, incorporate energy saving protocols into their building maintenance and share their stories with other multifamily building organizations; components which will help to ensure that energy savings targets are being met. In the over 10 years of affordable housing program experience, EOC has learned that the challenge is to affect behavior permanently. Information and education are key elements to change knowledge into action. EOC will tackle the issue of providing long-lasting organizational behavior change by conducting a facility maintenance trainings for Denver multifamily recipients that property managers and facility managers of these building will be required to attend. In addition, some MFW recipients may benefit from retro-commissioning. Retro-commissioning involves recording existing operating conditions and monitoring real time energy consumption with data loggers, then changing those existing conditions and control strategies to achieve additional energy savings without equipment replacement. This can be helpful to ensure that recently installed new equipment has been programmed to operate as efficiently as possible. The installation of data logging devices to measure energy consumption during the retro-commissioning process and provide immediate feedback can help multifamily buildings cut energy consumption by as much as 15-20% with little to no capital improvement cost.

1.1.4 Energy Audits:

- 1.1.4.1 EOC will work with certified energy auditor to assess the site for energy savings and energy related health and safety problems. Currently EOC works with *Group 14 Engineering*, a woman-owned engineering firm. Energy auditors will also evaluate the following: combustion efficiency and safety, air leakage, thermal performance, electrical safety and base-load testing, and indoor air quality and moisture inspection. Energy Modeling is then completed to ensure that the payback periods for measures average approximately 5-10 years. Measures that have a longer payback require an owner contribution to complete them. The final energy audit report will be submitted to EOC for processing and implementation. EOC will consult with the applicant with the final energy audit report with recommended weatherization measures.

1.1.5 Major Upgrades:

1.1.5.1 For larger projects, EOC will focus funding on projects that make significant impacts on energy savings, at the same time being considerate of the applicant's need to keep the property clean and attractive for clients. EOC will assure that weatherization measures are installed in accordance with the manufacturer's directions. EOC staff will make routine site visits during installation to confirm vendor compliance. EOC will work with the applicant to meet the bidding requirements for installing energy efficiency measures. Product bid solicitations and procurement will include language describing the manner in which the product will be used and language stating that products offered in the bid response shall be appropriate for that use. All prices will include the cost of labor, materials, clean-up, and removal of any old materials and proper recycling of appliances containing refrigerants. EOC will ensure that E-Verify must be used for all subcontractors. The bid specifications, complete lighting and mechanical inventory of existing equipment, and the recommendations in the executive summary of the audit serve as the scope of work for the bidding contractor. RFPs are published for each project and mandatory bidder's meetings are set to avoid any confusion about existing site conditions. An extensive submittal list is required to properly evaluate each bid and each bid is individually scored based on price, design, and submittal requirements. EOC project managers, the senior energy engineer, and the awarded engineering firm review all submittals and correspond with contractors about any questions regarding their retrofit strategy. Once the project enters into contract, EOC staff, the selected contractor, and the design engineers meet regularly during the construction phase to ensure total compliance with design intent and consult on unforeseen site conditions.

1.1.6 Follow Up:

1.1.6.1 EOC staff will take an active role during project implementation with ongoing site visits. In addition, EOC staff will be responsible for final inspections at every multi-family site. Final inspections will compare the completed project to the energy audit to ensure that all required procedures were performed. The final inspection will also verify the accuracy of the audit including measures that may have been omitted. Health and safety requirements will also be reviewed at this time. EOC will sign off on all projects after they have passed final inspection.

1.2 Projected measurable outcomes include:

| | Contract Goal |
|---|---------------|
| Total Households Served | 600 |
| Total Households Served: Outreach | 600 |
| Total Households Served: Education | 600 |
| Total Households Served: Audits | 600 |
| Total Households Served: Minor Upgrades | 600 |
| Total Households Served: Major Upgrades | 600 |
| Total Energy Savings: KWh | 1,000,000 |
| Total Energy Savings: Therms | 25,000 |
| Total Annual Household Dollar Savings | \$160,000 |
| Total Funds Leveraged | \$500,000 |

2.0 Programmatic and Performance Requirements

2.1 Data Collection and Reporting

2.1.1 Contractor will collect and report all activities in the database system SALESFORCE.COM (which is informally known within the City as Denver Energy Efficiency Customer Management System (CMS) on a bi-annual basis due on July 20th and January 20th in accordance with City policies and procedures. (Contractor will comply with and be subject to the terms and provisions contained in Exhibit D, *SalesForce.com Subscription Agreement*, a copy of which is attached to the Agreement and incorporated herein by reference.

2.1.2 The Contractor shall ensure its data reporting systems are compatible with City systems and meet City data reporting requirements. The Contractor shall be responsible for supplying and maintaining all required equipment and software.

2.1.3 The Contractor will submit a Monthly Activities Report form to accompany each invoice. The Contractor will also submit a full report detailing progress toward project outcomes on a quarterly basis.

2.1.4 The Contractor's final program report shall be submitted to DOSP within 45 days after the end of the Contract.

3.0 Administrative Requirements

3.1 Compensation and Methods of Payment

3.1.1 The method of payment to the Contractor by DOSP shall be in accordance with City and County of Denver Fiscal Rule 8.3, *Procedures for Accounts*

Payable. The Contractor must submit expenses and accruals to DOSP on or before the 20th day of each month for the previous month's activities.

- 3.1.2 The Contractor shall be reimbursed or paid for services provided under this agreement according to the approved cost allocation budget, attached to and made a part of this Agreement.
- 3.1.3 Any changes to the budget must submit a Budget Modification Request form in writing and approved by the Project Manager.
- 3.1.4 The Contractor shall follow City and County of Denver Fiscal Rule 8.1, Procurement, which requires that at least three (3) documented quotations be secured for all purchases of services (including insurance), supplies, or other property that costs more than \$5,000.00 in the aggregate.
- 3.1.5 The Contractor shall submit the final invoice for reimbursement within forty-five (45) days after the end of the contract.

3.2 Communication

- 3.2.1 Contractors using website, radio or television announcements, newspaper advertisements, press releases, pamphlets, mail campaigns, or any other method to market or publicize activities funded by the Denver Office of Strategic Partnerships (DOSP) shall acknowledge DOSP as a source of funding and include the following statement in all relevant communication material: "The funding source for this activity is the Denver Office of Strategic Partnerships."

3.3 Close-Out

- 3.3.1 The Contractor shall prepare and submit the required DOSP contract closeout reports within sixty (60) days of the expiration date of this contract. The closeout package will be sent to the Contractor prior to the end of the contract. DOSP reserves the right to automatically closeout the contract after sixty (60) days if there are no disallowed costs pending. Once the contract closeout is complete, no further reimbursements will be allowed. Prior to reimbursement for the last invoice, DOSP will review participant files in accordance with DOSP Closeout Policy.

2020 SCOPE OF WORK
ENERGY OUTREACH COLORADO
COMMUNITY SOLAR GARDEN SUBSCRIPTIONS PROGRAM

1.0 SCOPE

1.1 Services: Energy Outreach Colorado (EOC), (Contractor) shall provide community solar garden subscriptions to Denver residents, affordable housing apartments, and some nonprofit facilities in the City and County of Denver who have an Xcel Energy electric account. Denver residents will be income qualified for the **City and County of Denver Solar Assistance Program** which will provide additional bill credits that will, when combined with the credit from Xcel Energy, reduce the resident's electric utility bill by 50% for three years. The 2 MW garden will be located at Arapahoe Station, a generation site owned and operated by Xcel Energy, and will serve 100% low income Xcel Energy electric customers. Specific services include:

1.1.1 Outreach:

1.1.1.1 EOC provides outreach for this program by providing energy assistance and energy efficiency services in the City of Denver and assisting on average 4,000-6,000 Denver residents every year to afford home energy. The Solar Assistance Program will provide lower electric bills to complement the decades of energy efficiency programs, mostly centered around natural gas efficiency, to ultimately address many Denver residents' struggles with energy affordability.

Additionally, EOC is under contract with Denver Department of Human Services to promote LEAP enrollment and EOC emergency energy assistance to low income Denver residents. EOC will have a presence in the Denver DHS lobby, marketing energy support services at various events, and working with various EOC partner agencies who deal with living affordability issues. EOC will have the ability to market the CCD Solar Assistance Program during the same efforts to market the benefits of participating in the LEAP program.

1.1.1.2 Program Screening and Enrollment:

Energy Outreach Colorado (EOC) will provide community solar garden (CSG) subscription management services for Xcel Energy electric low income customers who reside in Denver County at 185% Federal Poverty Level. At least 400 customers will be subscribed to the gardens due to lower volumetric usage typical with Colorado low income customers in single family homes and apartments with individual electric meters. The objectives of the program are to maximize the development of new company owned CSG generating facilities, create a long-term, low-income solar marketplace, integrate with existing energy efficiency initiatives, and minimize administrative costs.

Subscription Management

Subscription Terms and Conditions: All subscribers will be at or below 185% FPL, 4 year terms, EOC will verify income on an annual basis, EOC

will have a FTE available for all customer service inquires and to manage portal, income verification, waitlist, and outreach training

Customer Selection: EOC will market this product to customers in permeant poverty, medical holds, energy efficiency participants, homeless shelters, public and affordable housing

Subscription Turnover: EOC will ensure the gardens are fully subscribed and will create a waiting list of applicants and organizations through our connections with nonprofit housing services and affordable housing.

1.1.2 Criteria for LI CSG Subscription Service: The resident must have an electric premise located in the City of Denver and meet the income qualification of 185% Federal Poverty Level or below to be eligible to participate in the program.

- 1.1.2.1 Low income customers must fill out an EOC solar application to verify their income status and their Xcel Energy Consent and Disclosure form to verify location of the resident's premise and annual electric load.
- 1.1.2.2 Program participants must have an electric premise located within the City and County of Denver and have a minimum annual electric usage that allows for 120% of the load to be covered by the smallest subscription size of 0.75kW.
- 1.1.2.3 For nonprofits that provide shelter or housing services and affordable housing properties, priority will be given towards buildings that are all electric or towards housing where tenants are directly responsible for their utility consumption and cost.
- 1.1.2.4 If a resident has an overdue balance on their utility account, the resident would have 60 days to address the arrearage to maintain active account status with Xcel Energy and continue to be a valid CSG subscriber. After 60 days of being in arrears, the resident will be removed from CSG program.

1.1.3 Education and Awareness:

- 1.1.3.1 EOC will design and produce educational material for our energy assistance agencies and subscribers highlighting the values of participating in the solar assistance program. Energy conservation and utility bill literacy collateral will be distributed to inform the customer on other ways to reduce their volumetric charge and explain tariffs, riders, and the solar charge/credit on the bill. EOC will explain the delay in receiving a credit and will create an exciting kick-off announcement to notify customers the charge and credit is about to impact their electric bill. EOC will present Denver residents with a solar ownership packet with supporting information on the CSG, details about how the program reduces

utility bill expenditures, and a certificate recognizing the customer's support of clean energy.

1.1.3.2 Marketing and Advertising: Customers seeking out the low income CSG program that are not participating in a low income energy assistance or efficiency program will be more difficult to identify and engage, which may exclude them from participating in the program. EOC would like Xcel Energy to host a detailed program description on their website, develop an income qualification calculator to inform customers of their eligibility, and collect contact information to directly market the program if the customer does not submit an application.

1.1.4 EOC will market the program to Xcel Energy low income customers who participate in our energy assistance program, our residential weatherization program (CARE), our energy behavior change program, and the affordable housing and nonprofit shelters served through the low income DSM programs. This will allow the project to have a great deal of subscriber diversity and reduce subscriber liability.

1.1.5 EOC will train our agency partners to explain the details of the solar assistance program and encourage program participants to consider the subscription offer. These partners are trained to explain the customer consent and disclosure form, utility bill education, energy conservation education, and verify customer's income and have significant experience discussing living expense affordability. Energy assistance customers that struggle with bill affordability will benefit the most from the cost savings associated with the solar subscription.

1.1.6 EOC will engage with affordable housing customers who have individual sub-metered and master-metered accounts who income qualify for the program. Several nonprofit customers we work with offer housing services and are also eligible subscribers. Several of these buildings will have participated in the efficiency programs and EOC has a very strong relationship with these customers.

1.1.7 Xcel CSG Portal Subscriber Management:

1.1.7.1 EOC will collect all the necessary consent and disclosure forms, submit them to the Xcel data request department to have them validated and size the appropriate subscription, sign the Low Income Verification Form, and upload all the necessary documentation for all customers in the Solar Assistance Program.

1.1.7.2 EOC will have the ability to verify accounts and size the subscriptions through the Xcel PAR Department portal in order to expedite the process.

1.1.7.3 One low income verification form will be submitted for all EOC clients on a monthly basis that complies with our approved income verification process.

Projected Measurable Outcomes:

| City of Denver Community Solar Assistance | Contract Goal |
|---|---------------|
| Total Subscribers | 400 |
| Total Households: Outreach | 1,200 |
| Total Households: Education | 400 |
| Total Annual Household Bill Savings | \$162,400.00 |
| Total Funds Leveraged | \$9M |

2.0 Programmatic and Performance Requirements

2.1 Data Collection and Reporting

- 2.1.1 The Contractor shall ensure its data reporting systems are compatible with City systems and meet City data reporting requirements. The Contractor shall be responsible for supplying and maintaining all required equipment and software.
- 2.1.2 The Contractor will submit a Monthly Activities Report form to accompany each invoice. The Contractor will also submit a full report detailing progress toward project outcomes on a quarterly basis.
- 2.1.3 The Contractor's final program report shall be submitted to DOSP within 45 days after the end of the Contract.

3.0 ADMINISTRATIVE REQUIREMENTS

3.1 Compensation and Methods of Payment

- 3.1.1 The method of payment to the Contractor by DOSP shall be in accordance with City and County of Denver Fiscal Rule 8.3, *Procedures for Accounts Payable*. The Contractor must submit expenses and accruals to DOSP on or before the 20th day of each month for the previous month's activities.
- 3.1.2 The Contractor shall be reimbursed or paid for services provided under this agreement according to the approved cost allocation budget, attached to and made a part of this Agreement.
- 3.1.3 Any changes to the budget must submit a Budget Modification Request form in writing and approved by the Project Manager.
- 3.1.4 The Contractor shall follow City and County of Denver Fiscal Rule 8.1, Procurement, which requires that at least three (3) documented quotations be secured for all purchases of services (including insurance), supplies, or other property that costs more than \$5,000.00 in the aggregate.

3.1.5 The Contractor shall submit the final invoice for reimbursement within forty-five (45) days after the end of the contract.

3.2 Communication

3.2.1 Contractors using website, radio or television announcements, newspaper advertisements, press releases, pamphlets, mail campaigns, or any other method to market or publicize activities funded by the Denver Office of Strategic Partnerships (DOSP) shall acknowledge DOSP as a source of funding and include the following statement in all relevant communication material: "The funding source for this activity is the Denver Office of Strategic Partnerships."

3.3 Close-Out

3.3.1 The Contractor shall prepare and submit the required DOSP contract closeout reports within sixty (60) days of the expiration date of this contract. The closeout package will be sent to the Contractor prior to the end of the contract. DOSP reserves the right to automatically closeout the contract after sixty (60) days if there are no disallowed costs pending. Once the contract closeout is complete, no further reimbursements will be allowed. Prior to reimbursement for the last invoice, DOSP will review participant files in accordance with DOSP Closeout Policy.

Program Budget and Cost Allocation Plan Summary

Contractor Name:

Energy Outreach Colorado

Program Year:

2020

Project :

2020 Nonprofit Energy Efficiency Program

Contract Dates:

1/1/20 to 12/31/20

| Budget Category | Agency Total (All Funding Sources) | Project Costs | | Other City & County of Denver Funding | | Total Federal Funding | | Other Non-Federal Funding | | Agency Total | |
|--|---------------------------------------|----------------|--------------|---------------------------------------|--------------|-----------------------|---------------|---------------------------|---------------|-------------------|----------------|
| | | Total | % | Total | % | Total | % | Amount | % | Amount | % |
| Personnel: Name and Job Title | | | | | | | | | | | |
| Jennifer Gremmert, Executive Director | \$196,000.00 | 1,500 | 0.77% | | 0.00% | 7,000 | 3.57% | 141,500 | 72% | \$196,000 | 100% |
| Luke Ilderton, Chief Program Officer | \$125,000.00 | 1,000 | 0.80% | | 0.00% | 40,000 | 32.00% | 54,000 | 43% | \$125,000 | 100% |
| Brooke Pike, Project Manager, NEEP | \$76,250.00 | 12,000 | 15.74% | | 0.00% | - | 0.00% | 44,000 | 58% | \$76,250 | 100% |
| Rose Reed, Director of Administrative Services | \$90,000.00 | 2,000 | 2.22% | | 0.00% | 10,000 | 11.11% | 67,000 | 74% | \$90,000 | 100% |
| Evelin Preciado, NEEP Program Assistant | \$42,250.00 | 11,000 | 26.04% | | 0.00% | - | 0.00% | - | 0% | \$42,250 | 100% |
| Total Salary: | 529,500 | 27,500 | 5.19% | - | 0.00% | 57,000 | 10.76% | 306,500 | 58% | 391,000 | 74% |
| Fringes | \$132,375.00 | 6,875 | 5.19% | - | 0.00% | 14,250 | 10.76% | 76,625 | 58% | 97,750 | 74% |
| Salary and Fringe Total: | 661,875 | 34,375 | 5.19% | - | 0.00% | 71,250 | 10.76% | 383,125 | 58% | 488,750 | 74% |
| Non-Personnel: | Total | Amount | % | Amount | % | Amount | | Amount | % | Amount | % |
| Office Expenses, Supplies & Equipment, postage, printing | \$250,000.00 | 1,000 | 0.40% | | 0.00% | 11,250 | 4.50% | 237,750 | 95% | 250,000 | 100% |
| Communication (telephone expense) | \$125,000.00 | 1,000 | 0.80% | | 0.00% | 4,000 | 3.20% | 120,000 | 96% | 125,000 | 100% |
| Insurance | \$55,000.00 | 4,500 | 8.18% | | 0.00% | 20,000 | 36.36% | 30,500 | 55% | 55,000 | 100% |
| Travel - Staff (mileage, meals, bldg parking) | \$115,000.00 | 250 | 0.22% | | 0.00% | 43,000 | 37.39% | 71,500 | 62% | 114,750 | 100% |
| Travel - Client | \$0.00 | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | - | #DIV/0! |
| Equipment rental and maintenance | \$48,000.00 | 1,000 | 2.08% | | 0.00% | 12,500 | 26.04% | 33,000 | 69% | 46,500 | 97% |
| Facilities | \$94,000.00 | 3,750 | 3.99% | | 0.00% | 27,960 | 29.74% | 64,040 | 68% | 95,750 | 102% |
| Educational Materials - Customers | | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | - | #DIV/0! |
| Meetings/Events | | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | - | #DIV/0! |
| Professional Services - (Payroll, work comp, HR services) | \$10,000.00 | 200 | 2.00% | | 0.00% | 3,000 | 30.00% | 6,500 | 65% | 9,700 | 97% |
| Professional Services - (Legal) | \$20,000.00 | | 0.00% | | 0.00% | | 0.00% | 20,000 | 100% | 20,000 | 100% |
| Professional Services - (Accountant) | \$38,000.00 | | 0.00% | | 0.00% | 10,000 | 26.32% | 27,500 | 72% | 37,500 | 99% |
| Subcontractor (Energy conservation materials/Labor) | \$7,500,000.00 | 257,925 | 3.44% | | 0.00% | 750,000 | 10.00% | 6,489,375 | 87% | 7,497,300 | 100% |
| Subcontractor (Audits, evaluation, modeling, education) | \$400,000.00 | - | 0.00% | | 0.00% | 40,000 | 10.00% | 360,000 | 90% | 400,000 | 100% |
| Subcontractor (Specify) | | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | - | #DIV/0! |
| Other Direct Expense (specify) | | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | - | #DIV/0! |
| Other Direct Expense (specify) | | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | - | #DIV/0! |
| Other Direct Expense (specify) | | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | - | #DIV/0! |
| Other Direct Expense (specify) | | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | - | #DIV/0! |
| Contstruction Costs | | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | - | #DIV/0! |
| Indirect Costs | | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | - | #DIV/0! |
| Total Non-Personnel | 8,655,000 | 269,625 | 3.12% | - | 0.00% | 921,710 | 10.65% | 7,460,165 | 86% | 8,651,500 | 100% |
| Total Project Cost | 9,316,875 | 304,000 | 3.26% | - | 0.00% | 992,960 | 10.66% | 7,843,290 | 84% | 9,140,250 | 98% |
| Program Income (through funded activities) | | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | - | #DIV/0! |
| Non-Project: | Total | | | | % | | | | | | |
| Personnel Costs: | 836,175 | | 0.00% | 0 | 0 | 50,000 | 0.0597961 | 786,175 | 94% | 836,175 | 100% |
| Non-Personnel Costs: | 700,000 | | 0.00% | 0 | 0 | 400,000 | 0.5714286 | 300,000 | 43% | 700,000 | 100% |
| Other (Specify): other grant payments | 7,125,000 | | 0.00% | 0 | 0 | | 0 | 7,125,000 | 1 | 7,125,000 | 100% |
| Total Non-Project Cost | 8,661,175 | - | 0.00% | - | 0.00% | 450,000 | 5.20% | 8,211,175 | 94.80% | 8,661,175 | 100.00% |
| Grand Total | 17,978,050 | 304,000 | 2% | - | 0.00% | 1,442,960 | 8.03% | 16,054,465 | 89% | 17,801,425 | 99% |

Program Budget and Cost Allocation Plan Summary

Contractor Name:

Energy Outreach Colorado

Program Year:

2020

Project :

2020 Multi-family Energy Efficiency Program

Contract Dates:

1/1/20 to 12/31/20

| Budget Category | Agency Total (All Funding Sources) | Project Costs | | Other City & County of Denver Funding | | Total Federal Funding | | Other Non-Federal Funding | | Agency Total | |
|--|--|----------------|--------------|--|--------------|-----------------------------|---------------|---------------------------------|---------------|-------------------|----------------|
| | | Total | % | Total | % | Total | % | Amount | % | Amount | % |
| Personnel: Name and Job Title | | | | | | | | | | | |
| Jennifer Gremmert, Executive Director | \$196,000.00 | 2,000 | 1.02% | | 0.00% | 7,000 | 3.57% | 141,000 | 72% | \$196,000 | 100% |
| Luke Ilderton, Chief Program Officer | \$125,000.00 | 2,000 | 1.60% | | 0.00% | 40,000 | 32.00% | 53,000 | 42% | \$125,000 | 100% |
| Andy Caler, Director of Energy Efficiency Programs | \$95,000.00 | 5,000 | 5.26% | | 0.00% | - | 0.00% | 44,000 | 46% | \$95,000 | 100% |
| Rose Reed, Director of Administrative Services | \$90,000.00 | 2,000 | 2.22% | | 0.00% | 10,000 | 11.11% | 68,000 | 76% | \$90,000 | 100% |
| Max Kaye, MF Program Manager | \$65,000.00 | 13,000 | 20.00% | | 0.00% | - | 0.00% | 52,000 | 80% | \$65,000 | 100% |
| Zhulieta Stoyanova, MF Coordinator | \$48,000.00 | 8,000 | 16.67% | | 0.00% | | 0.00% | 40,000 | 83% | 48,000 | 100% |
| Total Salary: | 619,000 | 32,000 | 5.17% | - | 0.00% | 57,000 | 9.21% | 306,000 | 49% | 395,000 | 64% |
| Fringes | 154,750 | 8,000 | 0 | 0 | 0 | 14,250 | 0 | 76,500 | 0 | 98,750 | 1 |
| Salary and Fringe Total: | 773,750 | 40,000 | 5.17% | - | 0.00% | 71,250 | 9.21% | 382,500 | 49% | 493,750 | 64% |
| Non-Personnel: | Total | Amount | % | Amount | % | Amount | % | Amount | % | Amount | % |
| Office Expenses, Supplies, postage, printing | \$250,000.00 | 750 | 0.30% | | 0.00% | 11,250 | 4.50% | 238,500 | 95% | 250,500 | 100% |
| Communication | \$125,000.00 | 600 | 0.48% | | 0.00% | 4,000 | 3.20% | 120,400 | 96% | 125,000 | 100% |
| Insurance | \$55,000.00 | 2,900 | 5.27% | | 0.00% | 20,000 | 36.36% | 32,500 | 59% | 55,400 | 101% |
| Travel - Staff(mileage, meals, bldg parking) | \$115,000.00 | 100 | 0.09% | | 0.00% | 43,000 | 37.39% | 71,500 | 62% | 114,600 | 100% |
| Travel - Client | | - | #DIV/0! | | #DIV/0! | - | #DIV/0! | - | #DIV/0! | - | #DIV/0! |
| Equipment rental and leases | \$48,000.00 | 2,000 | 4.17% | | 0.00% | 12,500 | 26.04% | 33,500 | 70% | 48,000 | 100% |
| Facilities | \$94,000.00 | 3,750 | 3.99% | | 0.00% | 27,960 | 29.74% | 62,290 | 66% | 94,000 | 100% |
| Educational Materials - Customers | | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | - | #DIV/0! |
| Meetings/Events | | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | - | #DIV/0! |
| Professional Services - (Payroll, work comp, HR ser | \$10,000.00 | 500 | 5.00% | | 0.00% | 3,000 | 30.00% | 6,500 | 65% | 10,000 | 100% |
| Professional Services - (Specify; ie., Legal) | \$20,000.00 | | 0.00% | | 0.00% | | 0.00% | 20,000 | 100% | 20,000 | 100% |
| Professional Services - (Specify; ie., Accountant) | \$38,000.00 | - | 0.00% | | 0.00% | 10,000 | 26.32% | 28,000 | 74% | 38,000 | 100% |
| Subcontractor (energy conservation materials and la | \$7,500,000.00 | 399,400 | 5.33% | | 0.00% | 750,000 | 10.00% | 6,350,600 | 85% | 7,500,000 | 100% |
| Subcontractor (audits, evaluation, modeling, educati | \$400,000.00 | - | 0.00% | | 0.00% | 40,000 | 10.00% | 360,000 | 90% | 400,000 | 100% |
| Subcontractor (Specify) | | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | - | #DIV/0! |
| Other Direct Expense (specify) | | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | - | #DIV/0! |
| Other Direct Expense (specify) | | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | - | #DIV/0! |
| Other Direct Expense (specify) | | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | - | #DIV/0! |
| Other Direct Expense (specify) | | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | - | #DIV/0! |
| Contstruction Costs | | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | - | #DIV/0! |
| Indirect Costs | | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | - | #DIV/0! |
| Total Non-Personnel | 8,655,000 | 410,000 | 4.74% | - | 0.00% | 921,710 | 10.65% | 7,323,790 | 85% | 8,655,500 | 100% |
| Total Project Cost | 9,428,750 | 450,000 | 4.77% | - | 0.00% | 992,960 | 10.53% | 7,706,290 | 82% | 9,149,250 | 97% |
| Program Income (through funded activities) | | | #DIV/0! | | #DIV/0! | | #DIV/0! | | #DIV/0! | - | #DIV/0! |
| Non-Project: | Total | | | | % | | | | | | |
| Personnel Costs: | 836,175 | | 0.00% | 0 | 0 | 250,000 | 0.2989805 | 586,175 | 70% | 836,175 | 100% |
| Non-Personnel Costs: | 700,000 | | 0.00% | 0 | 0 | 100,000 | 0.1428571 | 600,000 | 86% | 700,000 | 100% |
| Other (Specify): other grant payments | 7,125,000 | | 0.00% | 0 | 0 | 0 | 0 | 7,125,000 | 1 | 7,125,000 | 100% |
| Total Non-Project Cost | 8,661,175 | - | 0.00% | - | 0.00% | 350,000 | 4.04% | 8,311,175 | 95.96% | 8,661,175 | 100.00% |
| Grand Total | 18,089,925 | 450,000 | 2% | - | 0.00% | 1,342,960 | 7.42% | 16,017,465 | 89% | 17,810,425 | 98% |

Budget Narrative
Energy Outreach Colorado Efficiency
2020 Low Income Community Solar Garden Services

Personnel and Fringe Benefits

EOC is planning to collect adequate administrative support from Xcel Energy and propose all the funding be dedicated toward subsidizing subscription cost for residents.

Subcontractor

EOC will buy down the subscription cost for residents that will increase the amount of savings offered through the Xcel Energy company-owned community solar gardens. EOC will defer the grant into a restricted account until the project is built and interconnected and ready to distribute benefits to low income customers.

Total Subcontractor Costs = \$300,000

Construction Costs: Included in subcontractor line item

Other Direct Expenses: Not applicable for this contract.

Indirect Costs: Not Applicable

Match Amount = EOC anticipates leveraging a \$7M investment from Xcel Energy to build the community solar garden.

Total Amount Requested from DOSP: \$300,000