

SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (the “City”) and **APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC**, a Louisiana limited liability company, authorized to conduct business in Colorado, whose address is 1200 Brickyard Lane, Suite 202, Baton Rouge, Louisiana 70802 (the “Contractor”), jointly (“the Parties”).

RECITALS:

WHEREAS, the Parties entered into an Agreement dated March 16, 2022, and an Amendatory Agreement dated November 30, 2022 (collectively, the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, the Scope of Work, to the City’s satisfaction; and

WHEREAS, there are public purposes for providing funding to incentivize the adoption of highly efficient, all-electric energy equipment, electric modes of transportation, and distributed energy resources (“**DERs**”) (collectively referred to as “**Climate Action Technologies**”) at homes and in Denver, including reducing greenhouse gas emissions to protect City residents and visitors from the adverse public health impacts associated with climate change; and

WHEREAS, the public purposes above will be furthered to a greater extent by Denverites that adopt Climate Action Technologies than those that do not; and

WHEREAS, incentives are needed to encourage Denverites to adopt Climate Action Technologies to further the public purposes above; and

WHEREAS, the City has determined that procuring services from the Contractor to process rebates and administer Denver’s Climate Action Rebate Program is needed to further the public purposes above; and

WHEREAS, the Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, update paragraph 7-Examination of Records, update paragraph 19-No Employment of Workers without Authorization, add paragraph 35-Compliance with Denver Wage Laws, add paragraph 36-Limited License for Registered Trademark Use, amend the scope of work exhibit and amend the budget and invoicing exhibit.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 3 of the Agreement entitled “**TERM:**” is hereby deleted in its entirety and replaced with:

“**3. TERM:** The Agreement will commence on **February 28, 2022** and will expire on **March 1, 2026** (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 Contractor 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.”

2. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT:**”, subsection **d. (1)** entitled “**Maximum Contract Amount:**” is hereby deleted in its entirety and replaced with:

“**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **THIRTY-FIVE MILLION FIFTY THOUSAND DOLLARS AND NO CENTS (\$35,050,000.00)** (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.”

3. Section 7 of the Agreement entitled “**EXAMINATION OF RECORDS:**” is hereby deleted in its entirety and replaced with:

“**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 Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor 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 Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.”

4. Section 19 of the Agreement entitled “**NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:**” is hereby deleted in its entirety and replaced with:

“19. **[RESCINDED]**.”

5. Section 35 of the Agreement entitled “**COMPLIANCE WITH DENVER WAGE LAWS:**” is hereby added to the Agreement as follows:

“35. **COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

6. Section 36 of the Agreement entitled “**LIMITED LICENSE FOR REGISTERED TRADEMARK USE:**” is hereby added to the Agreement as follows:

“35. **LIMITED LICENSE FOR REGISTERED TRADEMARK USE:**

- a. City uses and has rights in the trademark of the “Denver Logo”.
- b. City hereby grants to Contractor, for the term of the Agreement and subject to the terms and conditions set forth herein, a non-exclusive, nontransferable, personal license during the term of the Agreement to use the Denver Logo, and the goodwill appurtenant thereto, in the United States of America and the world (“Territory”) in printed materials as described in the Agreement and in Exhibit A in preliminary or final forms (“Materials.”). The Materials shall only

be distributed or used to carry out the services described in the Scope of Work, subject to the terms of the Agreement (“Use”).

c. Contractor shall use the Denver Logo in accordance with any and all logo usage guidelines in effect from time-to-time as provided by the City. All Materials using the Denver Logo are subject to prior approval by the Executive Director or the Executive Director’s designee.

d. There is no limit on how many times the Logos may be used on Materials; however, the license to distribute these Materials expires when the Agreement expires or is revoked or otherwise terminated.

e. This license for trademark use is being granted specifically due to the nature of the work performed by the Contractor and this license is therefore non-transferable and non-assignable to anyone other than those acting under the supervision and authority of the Contractor with respect to the creation and distribution of the Materials.

f. The Contractor shall state in a prominent place on all Materials as follows: The use of the City and County of Denver Logo is by permission granted from the City and County of Denver, all rights reserved.

g. The Contractor shall be solely responsible for the entire cost and expense of the Contractor’s Use of the Denver Logo.

h. The Contractor shall ensure that only accurate reproductions of the Denver Logo are utilized and that the size, proportions, colors, elements, and other distinctive characteristics of the Logos are not altered in any manner except as may be permitted herein or as permitted in writing by the City. The Denver Logo may not be used as a feature or design element of any other logo or graphic. Contractor may only use the colors set forth as outline in our Denver Brand Guidelines at www.denvergov.org/marketing under Brand Guidelines.

i. The Contractor shall deliver to the City from time to time upon request, orally or in writing, samples of the Materials within seven (7) days of the City’s request in order to confirm that the use of the Denver Logo is consistent with the terms of this Agreement. The City shall approve or disapprove of said Materials within fourteen (14) days of the date of receipt thereof. All Materials shall be of the same quality as the approved samples.”

7. **Exhibit A** and **Exhibit A-1** are hereby deleted in their entirety and replaced with **Exhibit A-2, Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** and **Exhibit A-1** are changed to **Exhibit A-2**.

8. **Exhibit B** and **Exhibit B-1** are hereby deleted in their entirety and replaced with **Exhibit B-2, Budget and Invoicing**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B** and **Exhibit B-1** are changed to **Exhibit B-2**.

9. As herein amended, the Agreement is affirmed and ratified in each and every particular.

10. This Second Amendatory 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.

Contract Control Number: CASR-202476875-02_202261885-02
Contractor Name: APTIM ENVIRONMENTAL & INFRASTRUCTURE
LLC

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

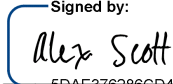
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By:

Contract Control Number:
Contractor Name:

CASR-202476875-02_202261885-02
APTIM ENVIRONMENTAL & INFRASTRUCTURE
LLC

By:  Signed by:
5DAE376286CD46D...

Name: Alex Scott
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-2

SCOPE OF WORK

Climate Action Rebate Administrator

Summary

CASR has selected a third-party rebate processing firm, APTIM Environmental & Infrastructure, LLC (the “Administrator”) to administer Denver’s Climate Action Rebate Program (“the Rebate Program”).

The Administrator will administer the Rebate Program on behalf of the City. Administration includes documenting program guidelines, vendor registration and oversight, rebate application processing, verification, rebate distribution, customer service, and more in accordance with initial program guidance provided by the City, as particularly set forth in the tasks below, and as may be modified with written direction from the City.

A.1 – SOW pertaining to the E-Bike Rebate Program

Task A.1.1: Program Continuous Improvement.

On a quarterly basis, the Administrator shall submit to the City a workplan detailing the recommended program design and updates 30 calendar days prior to the start of each quarter. The Administrator and City staff shall review the program design workplan quarterly to ensure excellent applicant/vendor experience and allow for updates to the Rebate Program. The program design updates may include but are not limited to the following components:

1. Vendor eligibility
 - a. A process for submitting, reviewing, approving, and registering vendors as qualified to participate and receive rebates
 - b. A process for auditing and suspending/removing vendors that do not meet program requirements
2. Applicant eligibility
 - a. A process for submitting, reviewing, verifying, and approving applicants as qualified to participate and receive rebates
3. Marketing and consumer protection requirements
4. Complaint management process
5. Web-based resources providing program information and access for vendors and applicants
6. A phone number and dedicated email for applicant and vendor customer service
7. Administrator is expected to incorporate best practices from similar rebate programs
8. Innovative new approaches to serve Denverites, that capture the City’s objectives, including but not limited to:
 - a. Portal re-design if changes are made the application process. All portal changes will be subject to a change control process. The change control process will review and define technical feasibility, scope and development costs associated with any portal requirement changes. All portal changes associated with new or changed requirements

will be subject to additional fees, estimated on a time and materials (T&M) basis using the billing rates established in the contract.

- b. Program redesign, including but not limited to application and redemption process changes
 - c. Program collaboration, including but not limited to collaborating with other state and federal e-bike rebate programs
9. Administrator shall update the application portal to the most recent version, or other version agreed upon by the Administrator and the City, at direction of the City.

Task A.1.2: Rebate Application Processing:

1. The Administrator shall be responsible for ensuring that all approved rebate applications meet the criteria and process outlined and communicated by the City and updated as part of Program Continuous Improvement.
2. Receive rebate applications and vendor registration requests according to a process agreed to by the City and Administrator, focusing on process efficiencies and meeting the expectations set forth in the KPIs
 - a. Verify eligibility of vendors
 - b. Verify eligibility of applicants

Task A.1.3: Rebate Distribution:

Distribute rebate payments in accordance with the Program Design approved by the City, including but not limited to rebate payment distribution via check or ACH payment.

1. Printed materials, including but not limited to stationery and paper checks related to the Rebate Program shall bear the Denver logo, to be provided by the City. Use of the Denver logo by Contractor and its subcontractor is limited to the Rebate Program.
2. Provide rebates to vendors in a timely manner in accordance with the expectations set forth in the KPIs

Task A.1.4: Reporting/Invoicing:

1. The Administrator shall work with the City to establish, build, and manage an online accessible database and report template that should include but is not limited to the following fields specific to e-bike rebates:
 - a. Bike Shop
 - b. Measure (e-bike vs. e-cargo bike)
 - c. Sale date
 - d. Employee Name
 - e. Manufacturer
 - f. Model
 - g. Serial Number
 - h. Rebate amount (including actual rebate amount if lower than cost)
 - i. IQ vs. Standard voucher redemption
 - j. E-bike Cost
 - k. Resident Name

- l. Resident address
 - m. Application date and application status
 - n. Voucher issue date and voucher status
 - o. Resident phone number
 - p. Resident Email
 - q. Resident IQ documentation type
2. Administrator shall provide the City with access to real-time reports on application statuses (IQ vs. standard), rebates processed, and bike shop participation and payment statuses via an online portal
3. Administrator shall submit monthly invoices with rebate reports for the invoice month
4. Administrator will communicate with the City's designated representative regularly to report on the status of the program and to identify and address any issues or concerns as soon as they arise. Administrator and the City's representative will have a weekly call on program status, change requests, customer service, etc. and/or as needed.

Task A.1.5: Refund of all Remaining Funds

Ninety (90) days after the contract term expiring on March 1, 2026, the full amount of all funds not distributed as rebates or paid as fees in accordance with the Agreement, shall be returned to the City.

Task A.1.6: Customer Service

1. Administrator will establish a reasonable customer service process and timeline for applicants and vendors alike
2. Administrator should be the sole recipient of applicant and vendor inquiries focused on issues with Administrator's application process and system, including but not limited to application status updates, payment status updates, troubleshooting applicant voucher redemption issues, troubleshooting vendor voucher redemption issues, etc. Because the City does not have access to Administrator's system, Administrator should take the lead on answering all inquiries related to the application process and Administrator's system.

Task A.1.7: Diversity, Equity, and Inclusion/Impact Report

1. Administrator shall provide a draft annual impact report on DEI and strategies for better serving under-served populations within the program due by the end of the first quarter of each year to be reviewed by the City, including, but not limited to the following:
 - a. Updates on execution of the program DEI strategy
 - b. Demographic information of applicants and completed rebates
 - c. # of MWBE vendors and sub-contractors participating
 - d. Recommendations to improve program practice or results specific to diversity of participants, equitable program and rebate administration, and inclusivity of program administration and processes with regards to race, creed, income level,

- age, geographic location, home ownership status, ability level, gender identity and sexual orientation, etc.
 - e. Recommendations to improve the equitable distribution of rebates should also be included in the quarterly report on program administration
 - f. Recommendations for The City or the City to engage additional stakeholders
 - g. Overall strategy to embed Diversity, Equity and Inclusion in the program design and execution
 - h. Strategies to engage and assist a diverse pool of applicants
 - i. Strategies to engage MWBE vendors and sub-contractors
 - j. Other relevant topics as suggested by The City and Administrator
 - k. Submission of final report, once comments have been provided by the City
2. Administrator will determine demographic information of participants and MWBE participation in the Rebate Program
 3. Administrator will maintain at a minimum, the ability for Spanish-speaking and Vietnamese-speaking residents to apply and its customer service will be capable of addressing, at a minimum, Spanish-speaking and Vietnamese-speaking applicants and inquiries. Spanish language text to be included alongside English language text on the existing application form and terms and conditions.

Task A.1.8: Additional Services as Needed

1. The Administrator shall provide time and materials rates for additional services as directed and approved by The City on an as needed basis
2. If The City identifies additional services are needed, a request will be made in writing to the Administrator from The City and the Administrator will provide a quote for the work
3. The City will give approval to proceed in writing before the Administrator begins work

City Responsibilities pertaining to SOW A.1 – E-Bike Rebate Program

The City agrees to perform the following Rebate Program outreach tasks:

1. The rebate program will be highlighted on the Denver The City Web site with a link to the aforementioned program resources.
2. The City will notify the Administrator of any rebate program marketing activities managed or initiated by the City.
3. A high-resolution logo will be provided electronically to the Administrator within 7 days following execution of the Agreement.
4. The City will review and provide feedback in support of the program design improvement activities.
5. Final approval of the program design and authorization to begin qualifying vendors and processing rebate applications will occur at the discretion of The City.
6. The City seeks to authorize the processing of rebate applications no later than 60 days following execution of the Agreement.

7. Administrator will establish and operate an email and phone number for application questions from applicants and contractors, and the City will provide guidance and support to Administrator if needed.
8. The City will lead non-Administrator system related contractor management and program complaint resolution with guidance and support from the Administrator team if needed.
9. The City Council Districts and Statistical Neighborhood GIS files to be supplied to the Administrator by the City.

A.1 – Timeline & Deliverables

Deliverable A.1.1. Recommended Program Design Improvement Workplan

Administrator shall provide The City representatives with a written workplan detailing program design recommendations as described in Task 1.1 of this SOW. Document shall be in Word (.doc or .docx) format.

Deliverable A.1.2. Quarterly Report on Program Administration

Administrator shall provide The City with a quarterly report on program design. This report shall be presented to The City via conference call. Presentation slides in .pdf format shall be provided by the Vendor to The City. This report should include the following minimum information each quarter:

1. Outstanding issues with the processes for submitting, reviewing, approving, and registering, auditing and suspending/removing vendors and applicants.
2. Recommendations to improve processes for submitting, reviewing, approving, and registering, auditing and suspending/removing vendors and applicants.
3. Other recommendations for program redesign, collaboration or improvement.
4. Other recommendations or issues.
5. Map of total rebates to-date by Denver City Council District and Statistical Neighborhood. The City Council Districts and Statistical Neighborhood GIS files to be supplied to the Administrator by the City.

Deliverable A.1.3. Quarterly Report on Incentives

Administrator shall provide a report to The City on the status of all rebates on a quarterly basis. Administrator will make the following information available through the dashboard and then quarterly provide an updated projection of expected rebates through the remainder of the City's fiscal year and issues confronted during the quarter. Dashboard reports shall include the following information:

1. Status of each active application
2. Status of each rebate in-process
3. Total value of all active rebates for the current quarter
4. Total value of all active rebates year-to-date

5. Projections for completed rebates through the end of the City fiscal year

Table A.1 – SOW A.1 Deliverable Schedule, E-Bike Rebate Program

Deliverable	Due Date
1 - Recommended Program Design Improvements	Within 60 calendar days following execution of the Agreement
2 - Quarterly Report on Program Administration	By the 15 th of the month following each quarter’s end date First report due: April 15, 2025
3 - Quarterly Report on Incentives	By the 15 th of the month following each quarter’s end date First report due: January 15, 2025
4 – Draft DEI/Impact Report	Within 90 calendar days following execution of the Agreement and annually by the end of the first quarter of each year. Final report due: Jan 1, 2026

Note: Administrator may request and the City may approve adjustments to the project timeline in writing

A.1 – Denver Rebate Administrator KPIs for E-Bike Rebate Program

The following KPI's apply to the attainment of the 1% performance-based fee on E-Bike rebates issued. The KPIs below are predicated upon a projected 5,400 standard and 2,000 IQ vouchers to be issued annually in Years 2 and 3, with vouchers spread evenly throughout the year. These numbers and release schedule may change at direction of the City. If the voucher total increases by more than 20% any year or if the vouchers are spread disproportionately over a small number of months, the KPIs below will be re-evaluated and new KPIs will be agreed upon by both parties.

KPI #1 (50% of Performance Payment): Rebate Payment to E-bike vendors

1. 95% of Incentives paid to vendors within 10 business days and 100% within 20 business days of voucher redemption if via ACH online payment, or 20 business days if via check, subject to funds availability

KPI #2 (25% of Performance Payment): Customer Service Resolution

1. 10% - At least 95% of the time, application processing fulfillment times <10 business days and 100% within 20 business days
2. 5% - At least 95% of the time, application follow-up docs processing fulfillment times <5 business days
3. 5% - At least 95% of the time, customer service response times <2 business days
4. 5% - At least 95% of the time, vendor service response times <2 business days

KPI #3 (25% of Performance Payment): City staff inquiries

1. 12.5% - Reply to City staff inquiries <2 business days
2. 12.5% - Administrator and City will develop mutually agreed upon timelines for requests from the City and Administrator must meet those timelines 100% of the time (unless timeline extension agreed to by the City)

A.2 – SOW Pertaining to the Home Energy Rebate Program

Rebates included in this Scope of Work include the following programs, referred to as “home energy” or “home electrification” rebates:

- Heat Pump Technology for residential space heating and cooling
- Heat Pump Technology for residential hot water
- Residential Electrical Panel Upgrades
- Residential EV Charger Installation
- Residential PV Solar Installations
- Income Qualified (IQ) Home Energy Rebates
- Other measures as determined by the City and communicated to the Administrator

The Administrator shall complete the following tasks, which include but are not limited to:

Task A.2.1: Program Continuous Improvement

On a quarterly basis, the Administrator shall submit to the City a workplan detailing the recommended program design and updates 30 calendar days prior to the start of each quarter. The Administrator and City staff shall review the program design workplan quarterly to ensure excellent applicant/vendor experience and allow for updates to the Rebate Program. The program design updates may include but are not limited to the following components:

- i. Rebate reservation and tracking process including:
 - A process to reserve Home Energy rebates providing the contractor and recipient with confirmation of rebate reservation prior to installation.
 - A method of assigning and reporting rebate status in process to The City according to a timeline and process flow approved by The City
 - A process to check the status of project implementation and cancel reserved rebates or extend timelines as deemed necessary by The City
 - The City and Administrator will define process steps, timelines, inputs, and other requirements with The City providing final approval
- ii. Contractor eligibility
 - A process for coordinating existing qualified installers and adding new installers as requested by The City.
 - A process for auditing and suspending/removing installers that do not meet program requirements
- iii. Application eligibility
 - A process for submitting, reviewing, verifying, and approving applications as qualified to receive rebates
- iv. Marketing and consumer protection requirements
 - Quality assurance site visit or quality installation verification provided by the City or it’s agents or contractors
- v. Complaint management process. The Administrator shall maintain a complaint management process.

- A process to track and report and track contractor issues or requests and response times.
- vi. Web-based resources providing program information and access for vendors and applicants
- vii. A phone number and dedicated email for installer customer service
- viii. A process developed collaboratively with the Income-Qualified Incentive Providers to allow for the submission of income-qualified incentive applications
- ix. Innovative new approaches, including but not limited to:
 - Program redesign and process changes
 - Program collaboration with state, federal, and other home electrification rebate, and rebate programs

Task A.2.2: Rebate Application Processing

- i. Receive rebate applications and vendor registration requests according to a process agreed to by The City and Administrator, focusing on process efficiencies and meeting the expectations set forth in the KPIs
- ii. Receive income-qualified applications according to a process agreed to by The City, Administrator, and other project partners, focusing on process efficiencies and meeting the expectations set forth in the KPIs
- iii. The Administrator shall be responsible for ensuring that all approved rebate applications meet the criteria and process outlined and communicated by the City and updated as part of Program Continuous Improvement.
- iv. Verify eligibility of vendors/contractors
- v. Verify eligibility of applicants

Task A.2.3: Rebate Distribution

Distribute rebate payments in accordance with the Program Design approved by The City, including but not limited to paper check and ACH payments. Provide the following:

- i. Printed materials, including but not limited to stationery and paper checks related to the Rebate Program shall bear the Denver logo, to be provided by The City. Use of the Denver logo by Contractor and its subcontractor is limited to the Rebate Program.
- ii. Provide rebates to recipients in a timely manner in accordance the expectations set forth in the KPIs

Task A.2.4: Data Management and Reporting

- i. The Administrator shall build and manage an online accessible database and report template that should include but is not limited to the following fields specific to home electrification rebates. Final fields to be approved by The City:
 - a. Installer
 - b. Contract execution date between applicant and installer
 - c. Photos of installation
 - d. Proposed scope of work
 - e. Proposed contractor cost

- f. Final contract copies
- g. Rebate Type (ASHP, ccASHP, Rooftop Solar, Electrical Upgrades, etc.)
 - i. For Heat Pumps
 - 1. Photo of equipment nameplate(s)
 - 2. AHRI Unit Type
 - 3. Variable Speed (Y/N)
 - 4. Year of Manufacture
 - 5. Unit efficiency (SEER, HSPF, SEER2, HSPF2, COP peak)
 - 6. Unit capacity (Tons, Btu/hr.)
 - 7. 120V/240V
 - ii. For Heat Pump Water Heaters
 - 1. Photo of equipment nameplate(s)
 - 2. Year of Manufacture
 - 3. Unit capacity (gal)
 - 4. 120V/240V
 - iii. For Panel Upgrades
 - 1. Panel Capacity (Total Amperage)
 - 2. Panel location
 - 3. Description of work performed
 - iv. For PV Solar Systems
 - 1. Installed capacity (kW)
 - 2. Design documentation
 - v. For EV Chargers
 - 1. Charger Type (Level)
 - vi. For Income-Qualified Applications
 - 1. Y/N were leveraged funds used for the project
 - 2. Y/N does the project need to be paid up front
 - 3. IQ Documentation Type Provided
 - vii. Equipment Removed, type each
 - viii. Age of each equipment removed
 - ix. Copy of Invoice(s)
- h. Component Manufacturer(s)
- i. Model Number(s)
- j. Serial Number(s)
- k. Rebate amount (including actual rebate amount if lower than cost)
- l. Total Contract Cost
- m. Installation Latitude
- n. Installation Longitude
- o. Customer Name
- p. Customer address
- q. Applicant address
- r. Applicant phone number
- s. Applicant email

- ii. Administrator shall provide The City with access to real-time reports on application statuses (IQ vs. standard), rebates processed, and contractor participation, rebates and applications by process step, and payment statuses via an online portal
- iii. Administrator will communicate with The City's designated representative regularly to report on the status of the program and to identify and address any issues or concerns as soon as they arise. Administrator and The City's representative will attend a weekly call on program status, change requests, customer service, etc. and/or as needed.

Task A.2.5: Refund of all Remaining Funds

- i. Ninety (90) days after the contract term expiring on March 1, 2026, the full amount of all funds not distributed as rebates or paid as fees in accordance with the Agreement, shall be returned to The City.

Task A.2.6: Customer Service

- i. Administrator will establish a reasonable customer service process and timeline for applicants and installers
- ii. Administrator should be the sole recipient of applicant and vendor inquiries focused on issues with Administrator's application process and system, including but not limited to application status updates, payment status updates, troubleshooting installer application issues, etc. Administrator will respond to all inquiries related to the application process and Administrator's system.

Task A.2.7: Diversity, Equity, and Inclusion Impact Report

- i. Administrator shall provide an annual impact report on DEI and strategies for better serving under-served populations within the program due by the end of the first quarter of each year, including, but not limited to the following:
 - a. Updates on execution of the program DEI strategy
 - b. Demographic information of applicants and completed rebates
 - c. Number of MWBE vendors and sub-contractors participating
 - d. Recommendations to improve program practice or results specific to diversity of participants, equitable program and rebate administration, and inclusivity of program administration and processes with regards to race, creed, income level, age, geographic location, home ownership status, ability level, gender identity and sexual orientation, etc.
 - e. Recommendations to improve the equitable distribution of rebates should also be included in the quarterly report on program administration
 - f. Recommendations for The City or The City to engage additional stakeholders
 - g. Overall strategy to embed Diversity, Equity and Inclusion in the program design and execution.
 - h. Strategies to engage and assist a diverse pool of applicants
 - i. Strategies to engage MWBE vendors and sub-contractors
 - j. Other relevant topics as suggested by The City and Administrator
- ii. Administrator will determine demographic information of participants and MWBE participation in the Rebate Program

- iii. Administrator's system shall include multiple language options including, at a minimum, Spanish and Vietnamese.
- iv. Administrator customer service shall be capable of addressing, at a minimum, Spanish-speaking and Vietnamese-speaking applicants and inquiries.

Task A.2.8: Invoicing

- i. Administrator shall submit monthly invoices with rebate reports for the invoice month and include descriptions of each line item.
- ii. Paid and reserved rebate funds at the end of each Program Year will be reconciled by December 1 of each Program Year. Unspent funding will be transferred into the following Program Year using a process mutually agreed upon by Administrator and The City.
- iii. The final invoice shall note the amount of remaining funds associated with each rebate area.

Task A.2.9: Additional Services

- i. The Administrator shall provide time and materials rates for additional services as directed and approved by The City on an as needed basis.
- ii. If The City identifies additional services are needed, a request will be made in writing to the Administrator from The City and the Administrator will provide a quote for the work.
- iii. The City will give approval to proceed in writing before the Administrator begins work.

City Responsibilities pertaining to SOW A.2 – Home Energy Rebate Program

The City agrees to perform the following Rebate Program outreach tasks:

- a. The rebate program will be highlighted on the Denver The City website
- b. The City will notify the Administrator of any rebate program marketing activities managed or initiated by The City.
- c. A high-resolution logo will be provided electronically to the Administrator within 7 days following execution of the Agreement.
- d. The City will review and provide feedback in support of the program establishment and program execution activities.
- e. Final approval of the program establishment materials and authorization to begin qualifying vendors and processing rebate applications will occur at the discretion of The City.
- f. Administrator will establish and operate an email and phone number for application questions from applicants and contractors, and The City will provide guidance and support to Administrator if needed.
- g. The City Council Districts and Statistical Neighborhood GIS files to be supplied to the Administrator by the City.

A.2 – Timeline & Deliverables

Deliverable A.2.1. Recommended Program Design and Data Management Plan

- Administrator shall provide The City with a written document detailing program design recommendations as described in Task 2.1 of this SOW. Document shall be in word (.doc or .docx) format. Any required system updates will be completed according to the Deliverables Schedule. A draft design report shall be presented to The City Project Manager for review, comment, and acceptance.
- The Administrator shall provide a written a data management plan (DMP) in word (.doc or .docx) format. The DMP shall define all aspects of data produced, processed, managed, and analyzed as part of the administration of the program to a level of detail acceptable to the City. Quantitative and qualitative data shall be included in the DMP.
 - The contractor should ensure that all qualitative and quantitative data collected or processed as part of the administration of the program is collected in a consistent manner.
 - The contractor should manage all data collected and processed as part of the program, ensuring quality and integrity, and provide raw data to the City as requested.

Deliverable A.2.2. Quarterly Report on Program Administration

Administrator shall provide The City with a quarterly report on program design. This report shall be presented to The City Project Manager via conference call. This report should include the following minimum information each quarter:

- Outstanding issues with the processes for submitting, reviewing, approving, and registering, auditing, and suspending/removing vendors and applicants.

Recommendations to improve processes for submitting, reviewing, approving, and registering, auditing, and suspending/removing vendors and applicants.

- Other recommendations for program redesign, collaboration, or improvement.
- Other recommendations or issues.
- Map of total rebates to-date by Denver City Council District and Statistical Neighborhood. The City Council Districts and Statistical Neighborhood GIS files to be supplied to the Administrator by the City.

Deliverable A.2.3. Reporting on Rebates

The following information shall be available on the rebate dashboard, accessible at all times and shall be updated on a weekly basis at minimum. Quarterly, Administrator shall provide an updated projection of expected rebates through the remainder of the forthcoming quarter and issues confronted during the quarter. The Administrator shall provide detailed documentation on rebate applications and processed rebates at the request of the City for quality assurance or other purposes. The following information, at minimum, shall be readily available to the City via dashboards at all times.:

- Status of each active application
- Status of each rebate in-process
- Total value of all active rebates for the current quarter
- Total value of all active rebates year-to-date

- Projections for completed rebates through the end of The forthcoming quarter

Deliverable A.2.4 Consumer Protections and Complaint Management

On a quarterly basis, The Administrator shall provide an aggregate report on customer and participant complaints and issues received via the complaint management process. Results of site visits, quality installation verification, feedback and disciplinary actions should also be included in the report.

Deliverable A.2.5. Reports on DEI strategy execution, demographic information and MWBE participation

Administrator shall provide a written report on DEI within the program including, but not limited to the following:

- Updates on execution of the program DEI strategy
- Demographic information of applicants and completed rebates
- # of MWBE vendors and sub-contractors participating
- Recommendations to improve program practice or results specific to diversity of participants, equitable program and rebate administration, and inclusivity of program administration and processes with regards to race, creed, income level, age, geographic location, home ownership status, ability level, gender identity and sexual orientation, etc.
- Recommendations to improve the equitable distribution of rebates should also be included in the quarterly report on program administration
- Recommendations for The City or The City to engage additional stakeholders
- Other updates as suggested by The City and Administrator

Table A.2 – SOW A.2 Deliverable Schedule, Home Energy Rebate Program

Deliverables/Milestones	Due Date
A.2.1 - Recommended Program Design and DMP	Within 60 calendar days following execution of this agreement
Program Process Platform Live for All Users	January 1, 2025
Anticipated Program Year Launch	January 1, 2025
A.2.2 - Quarterly Report on Program Administration	By the 15 th of the month following each quarter’s end date with a final report due the first of the final contract month. First report due: April 15, 2025
A.2.3 - Report and Forecast of Rebates	Quarterly Forecast due by the 15 th of the month following each quarter’s end date with a final report due the first of the final contract month. First quarterly forecast of Rebates due January 15, 2025 Report available on ongoing basis as described in Deliverable Section A.2.3
A.2.4 - Consumer Protections and Complaint Management	February 24, 2025
A.2.5 –Report on DEI strategy execution, demographic information and MWBE participation	First report due: Dec 1, 2023 Final report due: Jan 1, 2026

Note: Administrator may request and The City may approve adjustments to the project timeline in writing.

A.2 – Denver Rebate Administration KPIs for Home Energy Rebate Program

KPI #1: Rebate Payment to Home Energy Vendors

KPI Achieved	Performance-based fee amount earned
95% of Rebates paid to vendors within 10 business days of notice of completion if via ACH online payment or 20 business days if via check.	.75%
85% of Rebates paid to vendors within 10 business days of notice of completion if via ACH online payment or 20 business days if via check.	.25%
Less than 100% of Rebates paid to vendors within 4 weeks of notice of completion, subject to funds availability	0%

KPI #2 (25% of Performance Payment): City and Customer Service Resolution

Targeted Response and Resolution Times:

- Reply and resolution of customer service, both applicant and vendor. Within 2 business days.
- General customer service response times. Within 2 business days.
- Vendor service response times. Within 2 business days.
- Reply to City staff inquiries. Within 2 business days.

KPI Achieved	Performance-based fee amount earned
Discretionary fee amount from City based on number of issues registered by users, response and resolution times and responsiveness to requests from The City.	Up to .25%

EXHIBIT B-2

BUDGET & INVOICING

Program Establishment Fee: Upon execution of the professional services agreement, the City will provide program establishment funding of \$50,000.

- Activities for program establishment include documenting vendor and program guidelines, creating customer disclosure forms, creating web-based program resources and those specifically set forth in **Exhibit A, Scope of Work**.

Fee: The City will provide an budget of approximately \$35,050,000 to the Administrator for issuance of rebates.

- The program budget may be adjusted at the discretion of the Manager.
- The program establishment fee is included in the first-year’s program budget.
- The Administrator shall provide time and materials rates for additional services as directed and approved by CASR on an as needed basis. The fee for additional services is included in each year’s program budget.
- The City will pay, and the Administrator shall accept a fee on all rebates issued as compensation for services rendered and costs incurred under the Agreement according to the following schedule:

	PY2022	PY2023	PY2024	PY2025
Base Fee	7%	6.5%	6.5%	6.5%
Performance-based Fee	1%	1%	1%	1%
Total Rebate Fee	7-8%*	6.5-7.5%*	6.5-7.5%*	6.5-7.5%*

*Contingent upon Key Performance Indicator (KPI) achievement.

Key Performance Indicators:

Key performance indicators will be established between City and APTIM as part of the Program Establishment process. These indicators will take a broader view of program success and may include but are not limited to DEI targets, customer satisfaction scoring, and average rebate fulfillment times.

The Performance-based Fee may either be applied on an ongoing basis to each monthly invoice or included as a lump sum performance payment in the final annual invoice at the direction of City.

Reimbursable Expenses: Aside from additional services identified as needed, there are no reimbursable expenses allowed under the Agreement. All of the Contractor’s expenses are contained in the fee-based rate.

Advance: The City will provide the Administrator with a one-time advance payment of \$250,000 to initially fund the Rebate Program and establish a Rebate Fund.

- In the event the agreement expires or is terminated before said amount is expended under the terms of the agreement, Administrator shall repay the full amount not expended as rebates or earned as fee.

- In its sole discretion, City may deduct unearned fee that has not been repaid from any amounts invoiced by Contractor.
- Thereafter, City shall reimburse the Rebate Fund and pay the Contractor’s fee in accordance with approved Rebate Reports and invoices and as needed to ensure that the Rebate Fund remains adequately funded.

Invoicing: Contractor 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., will apply to invoicing and payment under the agreement.

Maximum Contract Amount: The City’s payment obligation, whether direct or contingent, will extend only to funds appropriated annually by the Manager and encumbered for the purpose of the Rebate Program. Any services performed beyond the annually approved budget or beyond those in Exhibit A are performed at the Administrator’s risk and without authorization.

Time and Materials Rates for Additional Services:

- APTIM hourly labor rate detail for supporting staff below.

Title	Fully Loaded Hourly Rate for PY2022, PY2023, PY2024 and PY2025
Managing Director	\$225.00
Project Director	\$210.00
Engineering Director	\$200.00
Project Manager	\$180.00
Managing Engineer	\$170.00
IT Manager	\$160.00
Payment Manager	\$150.00
Engineer II	\$130.00
Engineer II	\$120.00
Sustainability Lead	\$110.00
Research Associate	\$100.00
Project Specialist	\$80.00