



**DENVER**

**CLIMATE ACTION,  
SUSTAINABILITY &  
RESILIENCY**

# Renewables and Resilience Incentive Program for Human Service Providers



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RESILIENCY**

## ABOUT THE OFFICE OF CLIMATE ACTION, SUSTAINABILITY, AND RESILIENCY

The mission of the Office of Climate Action, Sustainability, and Resiliency (CASR) is to act with urgency to proactively mitigate climate change by advancing science-based strategies to reduce greenhouse gas emissions on a scale and timeline that align with the recommendations from the Intergovernmental Panel on Climate Change; cultivate resiliency in the face of potential climate change-related emergencies; secure an economically, socially, and environmentally sustainable city for generations to come; and ensure that the setting of goals and metrics and monitoring of results considers equity.

On November 3, 2020, the people of the City and County of Denver voted in favor of Ballot Initiative 2A, raising the local sales and use tax by 0.25% to create the Climate Protection Fund (CPF). The CPF is dedicated to eliminating greenhouse gas emissions and air pollution, supporting climate adaptation, and creating new jobs to improve the lives of Denverites. This program will be funded by the CPF and is intended to address the following allowable uses contained in D.R.M.C. § 2-406:

- Upgrade the energy efficiency of homes, offices, and industry to reduce their carbon footprint, utility bills, and indoor air pollution.
- Increase investments in solar power, battery storage, and other renewable energy technology.
- Job creation through local workforce training and new careers for under-resourced individuals in clean energy technology and management of natural resources.
- Adaptation and resiliency programs that help vulnerable communities prepare for a changing climate.

## RENEWABLES AND RESILIENCE INCENTIVE PROGRAM FOR HUMAN SERVICE PROVIDERS

### Public Purpose

Xcel Energy was the first investor owned utility in the country to announce a voluntary target to deliver 100% carbon-free electricity by 2050 and to produce 80% renewable electricity on their electric grid by 2030.<sup>1</sup> However, there is still a gap that Denver must close between Xcel Energy's carbon reduction trajectory and the City's community-wide renewable electricity goal. Denver has significant untapped distributed energy potential that can help to close this gap, which is a key component of the city's 100% Renewable Electricity Action Plan.<sup>2</sup>

The deployment, integration, and management of distributed energy resources (DER), such as solar, battery storage, and vehicle-to-building (V2B) electric vehicle (EV) charging, is essential to support a 100% carbon-free electric grid. Access to DERs, however, has proven to be limited for non-profit Human Service Providers (HSP) and low- and moderate-income residents in Denver. The goal of the DER Incentive Program is to increase deployments of DERs including solar, storage, and V2B EV charging installations, while supporting a clean energy workforce and relieving the energy burdens of income-qualified households and HSPs in Denver. Additionally, Xcel Energy has recently filed for a rate increase that will increase electricity costs for customers including HSPs in Denver by more than 10%.<sup>3</sup>

CASR is encouraging HSPs to pursue DERs because they will deliver significant benefits to the City and its residents, including the following:

1. Reducing fossil fuel consumption and greenhouse gas emissions in the electric system. The carbon intensity of Xcel Energy's electric system in 2020 was 0.474 metric tons CO<sub>2</sub>/MWh. An HSP such as a food pantry

<sup>1</sup> Xcel Energy Carbon Reduction Plan. [www.co.my.xcelenergy.com/s/our-commitment/carbon-reduction-plan](https://www.co.my.xcelenergy.com/s/our-commitment/carbon-reduction-plan)

<sup>2</sup> "Denver's 100% Renewable Electricity Action Plan." August 2020. [www.denvergov.org/files/assets/public/climate-action/documents/denver100replan.pdf](https://www.denvergov.org/files/assets/public/climate-action/documents/denver100replan.pdf)

<sup>3</sup> "2021 Colorado Phase I Electric Rate Review." Proceeding No. 21AL-0317E.

[www.xcelenergy.com/company/rates\\_and\\_regulations/rates/rate\\_cases/2021\\_colorado\\_phase\\_1\\_electric\\_rate\\_review](https://www.xcelenergy.com/company/rates_and_regulations/rates/rate_cases/2021_colorado_phase_1_electric_rate_review)



may consume about 100,000 kWh annually. Over 25 years, a solar system covering 100% of that HSP's electricity needs would avoid about 1,185 metric tons of CO2 emissions.

2. Increasing the resiliency of Denver's energy systems. On-site and community located DERs such as solar, battery storage, and V2G EV charging can be used for resiliency as backup power and for peak control to lower utility bill costs associated with energy and demand charges. Additionally, DER assets can be leveraged by the utility to provide grid services on an ongoing basis during the majority of the time that they are not required for emergency backup power. These grid services include: (1) reducing system peak and localized feeder peak demand; (2) improved renewables integration; and (3) reducing overall system costs.
3. Reducing utility costs to allow for greater funding towards human services. Lower operating costs for HSPs can enable more funding to go to the services they provide to the community.
4. Evaluating strategies that lead to significant reduction in greenhouse gas emissions in buildings. The incentives awarded in this program will serve as valuable case studies for future efforts.
5. Protecting public health and survivability for communities most burdened by climate change impacts, specifically low-income communities. Emissions of greenhouse gasses cause climate change, and one result of climate change is an increase in temperatures in Denver and, specifically, more days over 90 degrees and for longer durations. Hotter temperatures for longer periods exacerbate chronic health conditions and unhealthy living conditions for people living in low-income communities, which tend to have less green space outdoors and less access to in-home cooling (both are respites from heat). As part of the global effort to combat climate change, and in alignment with the targets set by the Paris Accord, Denver's goal is to reduce citywide emissions 80% by 2050 to reduce this strain on residents. This program is one of many strategies Denver is implementing to achieve this goal.

To achieve the benefits stated above, CASR has established the goal of reducing the electricity-associated greenhouse gas emissions from each HSP funded by this program by at least 20% as compared to the emissions of the estimated average annual operations without the investments provided by this program.

CASR intends to meet this goal by offering a financial incentive encouraging HSPs to install DERs such as solar plus a battery storage system and/or V2B EV charging equipment. The program will provide a monetary incentive for non-profit HSPs by funding up to 100% of costs associated with the installation of the DERs. Without the incentives, HSPs are unlikely to adopt DERs and the ongoing operations and maintenance activities associated with them. The incentives will ensure a more rapid market adoption, leading to greater emissions reductions sooner. The technologies included and the levels of incentives offered by will be updated regularly as market conditions change.

CASR has determined that the incentive program aligns with the Legislative Declaration establishing the Office of Climate Action, Sustainability, and Resiliency (Sec. 2-404 D.R.M.C.) as well as the Permitted Uses of Revenue in the Climate Protection Fund (Sec. 2-405 of the D.R.M.C.).

## ELIGIBILITY

Incentive payment applicants must meet the following criteria to be eligible for consideration:

### Application Step 1: Confirmation of Applicant Eligibility

1. The proposed DERs must serve the energy loads of a building that is occupied by an organization (or in the case of a public facility, a department/agency) that is an HSP for the community (examples of HSPs are listed below).

Eligible DER installations must include both of the following components:

- a. Renewable power generation (e.g., solar photovoltaics)
  - b. Resiliency (e.g., battery storage and/or V2B EV charging)
2. Documentation of HSP status must be submitted to CASR for consideration and approval.
    - a. An HSP is defined as a non-profit entity that offers critical services, examples of which may include but are not limited to:

- |  |   |  |
|--|---|--|
| • Advocacy organizations (e.g., Community Advocacy, Social Service Advocacy, or similar) | • Family support organizations                    | • Law/legal centers (non-profit/pro-bono services to income-qualified communities) |
| • Affordable housing providers   | • Food pantries                                   | • Libraries  |
| • After-school providers   | • Homeless shelters                               | • Mental and behavioral health facilities  |
| • Childcare centers  | • Hospitals, health care facilities, and clinics  | • Places of worship  |
| • Community centers  | • Housing service providers                       | • Rehabilitation providers   |
| • Community financial institutions (e.g., credit unions, non-profit lenders)             | • Immigration service providers                   | • Senior centers   |
| • Disability service providers   | • Job training and workforce development services | • Transitional or supportive housing (including for teens and LGBTQ)               |
| • Domestic Violence Centers  |   | • Women's or children's shelters   |
| • Emergency service organizations  |   |  |

- b. Proof of nonprofit status must be submitted by private nonprofit organizations with the application. Any of the following is acceptable evidence of nonprofit status:
    - i. a reference to the applicant organization's listing in the Internal Revenue Service's (IRS) most recent list of tax-exempt organizations described in section 501(c)(3) of the IRS Code;
    - ii. a copy of a currently valid IRS tax exemption certificate;
    - iii. a statement from a State taxing body, State Attorney General, or other appropriate State Official certifying that the applicant organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals;
    - iv. a certified copy of the organization's certificate of incorporation or similar document that clearly establishes nonprofit status;
    - v. any of the above proof for a State or national parent organization and a statement signed by the parent organization that the applicant organization is a local nonprofit affiliate.
  - c. Each request will be reviewed by CASR on a case-by-case basis and not all requests may be granted.
3. The applicant must have a demonstrable connection to and input from the local community the HSP serves, evidenced by:
    - a. A narrative summary of efforts taken prior to the application to conduct community outreach and education about the proposed entity being served by this installation, and



- b. Listing community-based organizations the applicant has partnered with (including letters from those organizations to verify the partnerships) in support of the proposed entity being served by this installation.
4. The building must be an Xcel Energy customer located in Denver, Colorado.
5. The applicant must be the building owner.

### Application Step 2: DER Installation Project Scope

6. The applicant must be able to implement and complete project within 24 months from date of contract execution.
7. The applicant must have obtained technical expertise and quotes to determine the best approach to deploy the DER assets.
  - a. Quotes and system layout depictions for the DER installation, including any necessary upgrades to the building electrical panel or service infrastructure, are required.
  - b. For rooftop solar proposals:
    - i. Quotes must confirm that the roof must be in good condition and will not need to be replaced within 15 years.
    - ii. Documentation must confirm that the roof is and will remain free from shading or other obstructions.
  - c. For solar carport proposals:
    - i. Submittal must confirm that the parking lot is in good condition and not have development plans within 15 years.
    - ii. Parking lot should be free from shading or other obstructions.
  - d. For the resiliency component:
    - i. Quantification of the backup power duration, resiliency benefits, and other co-benefits provided by the proposed system.
  - e. Schematic design documents are encouraged.
  - f. Costs incurred to prepare this application are excluded from the incentive payment.
8. The applicant must submit a budget for installing the solar and battery storage assets, including the following:
  - Total costs (labor and equipment)
  - Additional funding leveraged to support the installation (e.g., cash match, loan, grant, donation, etc.)
  - Cost difference between the two identifying the total amount the applicant is requesting for financial support.
  - All prices quoted shall be firm and fixed for the defined SOW and timeline
9. Applicants are required to complete an “Xcel Energy: Consent to Disclose Utility Customer Data” form for the timeframe associated with the 5 years prior to and after equipment installation.
10. Applicants are required to provide any other data and information upon request to demonstrate the efficacy of the installed DER equipment.
11. Data to inform a City assessment of greenhouse gas reduction for the conversion.

### EVALUATION OF APPLICATIONS – CRITERIA AND WEIGHTS FOR SELECTION

The application will be evaluated according to the criteria described below, with the weights allocated to each criterion set forth in the table that follows.

1. **Greenhouse gas reduction assessment** - Demonstrated reduction in greenhouse emissions by comparing the historical, or expected, electricity use of the building vs the estimated annual solar production of the proposed

system. CASR will prepare the GHG assessment using data submitted by the applicant, as described in the application.

2. **Cost effectiveness** – Installation represents a cost-effective opportunity to deploy the DERs when paired with Climate Protection Fund support. The applicant has demonstrated an ability to leverage additional funding sources to minimize the required support from the Climate Protection Fund.
3. **Resiliency benefits** – Installation captures resiliency benefits such as the ability to provide backup power and continue HSP operations during a grid outage, etc. Additional benefits may include but are not limited to reduction in urban heat island effects through the use of solar carports.
4. **Community impact** – Demonstrated connection to and input from the local community the HSP serves. Additional benefits may include but are not limited to projects located in a NEST neighborhood.<sup>4,5</sup>
5. **Teaming plan and workforce standards** – Please describe your team and qualifications, and any women and minority owned businesses that are part of your team. Applicants should also demonstrate, as applicable, how they utilize high road labor standards such as providing on-the-job training opportunities and a workforce from certification or apprenticeship programs; provide benefits such as health care, retirement, and wage standards; use best value/responsible contracting; and have regional targeted and local hire requirements.

Evaluation Criteria	Points
Greenhouse gas reduction assessment	40
Cost effectiveness	30
Resiliency benefits	15
Community impact	10
Teaming plan and workforce standards	5
Total	100

The City may request an interview as part of the evaluation process. Any such interviews will take place after CASR has conducted an initial review of submitted applications.

The City reserves the right to negotiate the total contract amount, and award all, some or none of the requested award. The City is not liable for any costs or expenses arising out of preparation of this application and if selected, may not include any of these costs or expenses as part of its fee, rates, or charges for performing work under the Contract.

CASR encourages applicants to utilize small, minority, and woman-owned businesses on their project team and, where independent contractors are needed, consider utilizing individuals who identify as people of color, Indigenous people, LGBTQ+, people with disabilities, and people whose household income is below the area median.

## AWARD(S) NOTIFICATION

CASR will accept applications on a rolling basis and will make award determinations by the end of each quarter. CASR reserves the right to not award any applications during a quarterly award period.

Selected applicants will receive an award notice via email and should be prepared to collaborate with the City to establish a formal written agreement utilizing the form of the agreement attached to the application. The agreement

<sup>4</sup> Denver Neighborhood Equity & Stabilization (NEST) Neighborhoods: East Colfax, Elyria-Swansea, Globeville, Montbello, Northeast Park Hill, Sun Valley, Valverde, Villa Park, West Colfax, Westwood.

<https://www.denvergov.org/Government/Departments/Economic-Development-Opportunity/Neighborhood-Equity>

<sup>5</sup> Neighborhood map: <https://www.denvergov.org/maps/map/neighborhoods>

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. Note that contracts more than \$500,000 require City Council approval and will take longer to process. Contracts will contain reporting and milestone requirements that must be satisfied before the City will reimburse project costs.

CASR's maximum award expenditure for calendar year 2021 incentives is \$3 million.

### **INSTRUCTIONS FOR APPLICATION SUBMITTAL**

Completed applications and required forms/documentation must be submitted via e-mail to Jonathan Rogers at [Energy@denvergov.org](mailto:Energy@denvergov.org), with the subject line "Application for Renewables And Resilience Incentive Program".

CASR will evaluate applications received on a quarterly basis. All required forms and supporting documentation must be included at the time the application is submitted. The Application Form is included below, and a sample agreement is included as Appendix A to the Application Form. Please review the sample agreement with the City's standard language and insurance requirements before submitting your application.

### **POINT OF CONTACT**

Office of Climate Action, Sustainability and Resiliency

Name: Jonathan Rogers

Email: [Energy@denvergov.org](mailto:Energy@denvergov.org)

## RENEWABLES AND RESILIENCE INCENTIVE PROGRAM APPLICATION FORM

### Application Step 1: Confirmation of Applicant Eligibility

1. Name of Applicant

Confirm the applicant owns the building proposed for the distributed energy resource (DER) installation?

Yes \_\_\_ No \_\_\_

2. Address of Building:

3. Please attach a recent Xcel Energy bill for the applicant.

4. Applicant must provide documentation that the proposed DERs will serve the energy loads of a building that is occupied by an organization that is a Human Service Provider for the community.

Please identify the HSP name and type and include a summary of the critical services provided by the entity.

The applicant must have a demonstrable connection to and input from the local community the HSP serves, evidenced by:

- a. A narrative summary of efforts taken prior to the application to conduct community outreach and education about the proposed entity being served by this installation, and
- b. Listing community-based organizations the applicant has partnered with (including letters from those organizations to verify the partnerships) in support of the proposed entity being served by this installation.

An HSP is defined as a non-profit entity that offers critical services, examples of which may include but are not limited to:

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- |  |   |  |
|--|---|--|
| • Advocacy organizations (e.g., Community Advocacy, Social Service Advocacy, or similar) | • Family support organizations                    | • Law/legal centers (non-profit/pro-bono services to income-qualified communities) |
| • Affordable housing providers   | • Food pantries                                   | • Libraries  |
| • After-school providers   | • Homeless shelters                               | • Mental and behavioral health facilities  |
| • Childcare centers  | • Hospitals, health care facilities, and clinics  | • Places of worship  |
| • Community centers  | • Housing service providers                       | • Rehabilitation providers   |
| • Community financial institutions (e.g., credit unions, non-profit lenders)             | • Immigration service providers                   | • Senior centers   |
| • Disability service providers   | • Job training and workforce development services | • Transitional or supportive housing (including for teens and LGBTQ)               |
| • Domestic Violence Centers  |   | • Women's or children's shelters   |
| • Emergency service organizations  |   |  |
-

Proof of nonprofit status must be submitted by private nonprofit organizations with the application. Any of the following is acceptable evidence of nonprofit status: (a) a reference to the applicant organization’s listing in the Internal Revenue Service’s (IRS) most recent list of tax-exempt organizations described in section 501(c)(3) of the IRS Code; (b) a copy of a currently valid IRS tax exemption certificate; (c) a statement from a State taxing body, State Attorney General, or other appropriate State Official certifying that the applicant organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals; (d) a certified copy of the organization’s certificate of incorporation or similar document that clearly establishes nonprofit status; and (e) any of the above proof for a State or national parent organization and a statement signed by the parent organization that the applicant organization is a local nonprofit affiliate.

5. Please describe and quantify the components of the proposed DER installation:

**Renewable power generation component (e.g., solar photovoltaics):**

Installed system capacity \_\_\_\_\_ (kW-dc)

Estimated annual production \_\_\_\_\_ (kWh)

*Description, attributes, and system layout depictions for the DER installation.*

**Resiliency component (e.g., battery storage and/or V2B EV charging)**

*Description and attributes of the proposed system configuration*

6. Please describe the resiliency benefits that installing DER assets will bring to the HSP and the local community.

Each request will be reviewed by CASR on a case-by-case basis and not all requests may be granted.

**Step 1 Application Submittal**

Completed step 1 applications and required forms/documentation must be submitted via e-mail to Jonathan Rogers at [Energy@denvergov.org](mailto:Energy@denvergov.org), and CASR will evaluate applications received on a quarterly basis.

Applicants invited to proceed to step 2 will be notified via email.

## Application Step 2: DER Installation Project Scope

1. Applicants should attach their step 1 application and approval from CASR to proceed to step 2.  
*Applicants must note any changes from the step 1 application. CASR may determine if the applicant must return to step 1.*

2. Please describe and quantify the components of the proposed DER installation:

**Renewable power generation component (e.g., solar photovoltaics):**

Installed system capacity \_\_\_\_\_ (kW-dc)

Estimated annual production \_\_\_\_\_ (kWh)

*Description, attributes, and system layout depictions for the DER installation.*

**Resiliency component (e.g., battery storage and/or V2B EV charging)**

*Description and attributes of the proposed system configuration*

3. Applicants must obtain technical expertise and quotes to determine the best approach to deploy the DER assets. Applicants must attach a quote and system layout depictions for the DER installation, including any necessary upgrades to the building electrical panel or service infrastructure. Costs incurred during this preliminary phase are excluded from the incentive payment.

Electric Quote must contain:

- Equipment costs
- Labor costs
- Estimate from Xcel Energy and/or a qualified contractor as applicable to provide additional electric service, and any electric upgrades that must take place in the building.
- Estimated timeline to complete project

For rooftop solar proposals, proof that:

- Roof is in good condition and will not need to be replaced within 15 years (such as by providing roof warranty information).
- Roof is free from shading or other obstructions.

For solar carport proposals, proof that:

- Parking lot is in good condition and does not have development plans within 15 years.
- Parking lot is free from shading or other obstructions.

For the resiliency component:

- Quantification of the backup power duration, resiliency benefits, and other co-benefits provided by the proposed system.

Applicants are encouraged to include any other technical documentation to aid the City in review.

4. Applicants must be able to complete the conversion within a 24-month period commencing upon contract execution. Please explain the proposed timeline during which the conversion will take place.
5. Please provide the following budget with your application:

- Total costs (labor and equipment)
- Additional funding leveraged to support the installation (e.g., utility rebates, cash match, loan, grant, donation, etc.)
- Cost difference between the two identifying the total amount the applicant is requesting for financial support.
- Confirmation that all prices quoted shall be firm and fixed for the defined SOW and timeline.
- Please describe why you cannot fund or finance the project without CASR support.

*Note: The City reserves the right to negotiate the total contract amount, and award all, some or none of the requested award. The City is not liable for any costs or expenses arising out of preparation of this application and if selected, may not include any of these costs or expenses as part of its fee, rates, or charges for performing work under the Contract.*

6. Please include the following data to allow the City to make an assessment of your project's greenhouse gas reduction over the lifetime of the system:
  - Warranted lifetimes of your proposed DER assets
  - The annual kWh consumption of the building for the most recent three years of typical operations
  - The annual estimated kWh production of your proposed solar system
7. Please describe the resiliency benefits that installing DER assets will bring to the HSP and the local community the HSP serves.
8. Please describe any additional or ongoing efforts beyond those provided in step 1 to conduct community outreach and education to and to collect input from the local community and community-based organizations the HSP serves and works with regarding this installation.
9. CASR encourages applicants to engage or utilize small, minority, and woman-owned businesses and, where independent contractors are required, to utilize individuals who identify as people of color, indigenous people, LGBTQ+, people with disabilities, and people whose household income is below the area median<sup>6</sup>. CASR also encourages applicants and their project teams to demonstrate how they, as applicable, provide support for high road labor standards such as providing on-the-job training opportunities and a workforce from certification or apprenticeship programs; provide benefits such as health care, retirement, and wage standards; use best value/responsible contracting; and have regional targeted and local hire requirements.

Please provide information regarding your intended utilization or engagement of the businesses, independent contractors, or practices described above.
10. Does your building house or include tenants that serve under-resourced communities or individuals, specifically, people living at or below 80% of [Denver's Area Median Income](#), and/or who identify as people of color, Indigenous people, people who identify as LGBTQ+, former foster care youth, or people with justice-involved histories? If yes, please describe.

11. DIVERSITY AND INCLUSIVENESS – EXECUTIVE ORDER #101:

The "Diversity and Inclusiveness in City Solicitations Request Form" must be submitted electronically as part of your Application. **Failure to include this form will render your Application as non-responsive.** The form is available at: Diversity and Inclusiveness in City Solicitations Information Request Form (<https://fs7.formsite.com/CCDenver/form161/index.html>). Once submitted you will receive the option to "print receipt" or you may include your confirmation email as proof.

Using the included link entitled "Diversity and Inclusiveness in City Solicitations Information Request Form", please state whether you have a diversity and inclusiveness program for employment and retention, procurement and supply chain activities, or customer service, and provide the additional information requested on the form. The information

<sup>6</sup> <https://www.denvergov.org/files/assets/public/housing-stability/documents/2021-income-limits-pub.pdf>



provided on the Diversity and Inclusiveness in City Solicitations Request Form will provide an opportunity for City applicants to describe their own diversity and inclusiveness practices.

#### Background

The information provided on the Diversity and Inclusiveness in City Solicitations Request Form will provide an opportunity for City applicants to describe their own diversity and inclusiveness practices.

Applicants are not expected to conduct intrusive examinations of their employees, managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the applicant's current practices, if any. Diversity and Inclusiveness information provided by City applicants in response to City awards will be collated, analyzed, and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable information provided by or obtained from applicants will be in such reports.

#### Definitions

**Diversity:** Diversity refers to the extent to which an applicant has people from diverse background or communities working in its organization at all levels, is committed to providing equal access to business opportunities and achieving diversity in procurement decisions for supplies, equipment, and services, or promotes training and technical assistance to diverse businesses and communities such as mentoring and outreach programs and business engagement opportunities.

**Inclusiveness:** Inclusiveness, for purposes of Executive Order No. 101, includes the extent to which an applicant invites values, perspectives and contributions of people from diverse backgrounds and integrates diversity into its hiring and retention policies, training opportunities, and business development methods to provide an equal opportunity for each person to participate, contribute and succeed within the organization's workplace. Inclusiveness also includes the extent to which businesses have an equal opportunity to compete for new business opportunities and establish new business relationships in the private and public sector.

12. Please include a signed copy of the applicant's W-9, along with a current Certificate of Good Standing from the Colorado Secretary of State.

Applications submitted are subject to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1204 ("CORA"). If the applicant believes that any information, data, process or other material in its application constitutes trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data, then the applicant should mark those items as confidential or proprietary and provide a list of those items with specificity as to the page and paragraph and on what basis it believes the material is confidential or proprietary. The City is not bound by the applicant's determination as to whether materials are subject to disclosure under CORA and reserves the right to independently determine whether the materials are required to be made available for inspection or otherwise produced under CORA.

All applications become a matter of public record and shall be regarded as Public Records, with the exception of those specific elements in each application which are designated by the applicant as business or trade secrets and plainly marked "Trade Secrets," "Confidential," "Proprietary," or "Trade Secret." Items so marked shall not be disclosed unless disclosure is otherwise required under the Open Records Act. If such items are requested under the Open Records Act, the City will use reasonable efforts to notify the applicant, and it will be the responsibility of the proposer to seek a court order protecting the records, and to defend, indemnify, and hold harmless the City from any claim or action related to the City's non-disclosure of such information.

Any award of an incentive payment as a result of this application shall be contingent upon the execution of an appropriate contract. Exhibit A to this Application contains the City's proposed terms and conditions. These terms and conditions shall form the basis of a contract authorizing the incentive payment. By submitting an application, you confirm that the standard form is acceptable. If there is contention(s) with the contract, a brief explanation and alternative language, if any, should be



included in your application. Any exceptions to the terms and conditions will be taken into consideration when evaluating applications submitted. The City reserves the right to reject any or all of your proposed modifications. Modifications to sections of the contract entitled: "Insurance," "Defense and Indemnification," "Colorado Governmental Immunity Act," "No Discrimination in Employment," and "Governing Law; Venue" will render your application non-responsive.

The City shall have the right at its sole discretion to waive any deficiency in any application and to reject any or all applications. The issuance of this application in no way constitutes a commitment by the City to select any building for the incentive payment.

*Applicant SIGN HERE*

Applicant Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Printed or Typed Name)

\_\_\_\_\_  
(Signature)

Signature constitutes acceptance of all Terms and Conditions listed on this form and all documents attached.

## APPENDIX A SAMPLE AGREEMENT

### AGREEMENT

**THIS AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado (the “**City**”), and \_\_\_\_\_, a \_\_\_\_\_, whose address \_\_\_\_\_ (the “**Recipient**”) (together, the “**Parties**”).

### RECITALS

**WHEREAS**, there are public purposes for installing distributed energy resources (“**DERs**”) at buildings occupied by non-profit human service providers, including reducing greenhouse gas emissions to protect City residents and visitors from the adverse public health impacts associated with climate change and increasing the resiliency of operations for human service providers.

**WHEREAS**, the public purposes above will be furthered to a greater extent by buildings that install DERs than buildings that rely solely on electricity from the electric grid;

**WHEREAS**, incentives are needed to encourage building owners to install DERs to further the public purposes above;

**WHEREAS**, the Recipient is willing to install at its building, which is located within the City and County of Denver, DERs partly due to the availability of certain incentives provided by the City, as further described in this Agreement;

**WHEREAS**, this Agreement, and the installation at Recipient’s building of DERs within the City will advance the valid and valuable public purposes set forth above by reducing greenhouse gas emissions, increasing safety and increasing the resiliency of operations, as a result of the incentives described herein; and

**WHEREAS**, for these reasons, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. RECIPIENT OBLIGATIONS.** This Agreement and the City’s obligations hereunder are conditioned upon the following Recipient installing at its building located at \_\_\_\_\_ (the “**Building**”) DERs as set forth in **Exhibit A, the Scope of Work.**
- 2. TERM.** The term of this Agreement shall commence on the date of execution set forth on the City’s signature page and shall expire twenty-four (24) months thereafter; provided, however, that this Agreement shall automatically terminate when the City’s payment(s) hereunder equal the Maximum Contract Amount. Subject to the Executive Director’s prior written authorization, the Recipient may 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.



3. **INCENTIVE PAYMENTS.** Subject to the terms hereof, the City agrees to make incentive payments to the Recipient payable as follows:
- a. **Budget.** The City shall reimburse Recipient for documented costs directly incurred by Recipient and allocable to the installation at the Building of DERs upon completion of each milestone of the Building’s conversion as further detailed in **Exhibit B, the Budget.** Recipients costs shall not exceed the line item amounts set forth in Exhibit B.
  - b. **Maximum Contract Amount.**
    - (1) Notwithstanding any other provision of the Agreement, the City’s maximum incentive payment obligation shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_) (the “**Maximum Contract Amount**”).
    - (2) The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for purposes of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple fiscal year direct or indirect debt or financial obligation of the City.
  - c. **Petitions for Payment.** To receive an incentive payment hereunder, the Recipient shall petition the Executive Director of Climate Action, Sustainability, and Resiliency or her designee (the “Executive Director”).
    - (1) The petition for incentive payment shall contain the Recipient’s supporting documentation evidencing eligible expenses as set forth in **Exhibit B**, and the Recipient’s satisfaction of the requirements contained in Section 1 above. To receive an incentive payment, the Recipient must petition the Executive Director at least forty-five (45) days before the expiration of the Term.
    - (2) The Recipient shall supply whatever additional information the City requests in order to substantiate the Recipient’s petition for incentive payments. The City may withhold incentive payments for which it has been petitioned by the Recipient if it reasonably determines that the petition is not substantiated by the supporting documentation submitted by the Recipient. Such determination shall be provided to the Recipient in writing and shall be appealable to the Executive Director.
    - (3) Upon receipt of documentation satisfying the requirements of this Section 2.c., the City shall verify the Recipient’s petition and issue proper incentive payment consistent with the City’s Prompt Payment Ordinance, D.R.M.C. §§ 20-107–118.
4. **EXAMINATION OF RECORDS.** 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 the Recipient's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Recipient 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 audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

5. **WHEN RIGHTS AND REMEDIES NOT WAIVED.** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Recipient. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.
6. **ASSIGNMENT AND SUBCONTRACTING.** The City is not obligated or liable under this Agreement to any party other than the Recipient. The Contractor shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City.
7. **INSURANCE.**
  - a. **General Conditions:** The Recipient agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Recipient shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Recipient shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Recipient shall be responsible



for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Recipient. The Recipient shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- b. Proof of Insurance:** The Recipient may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Recipient certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Recipient's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.
- c. Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Recipient and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- d. Waiver of Subrogation:** For all coverages required under this Agreement, the Recipient's insurer shall waive subrogation rights against the City.
- e. Subcontractors and Subconsultants:** The Recipient shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Recipient and appropriate to their respective primary business risks considering the nature and scope of services provided.
- f. Workers' Compensation and Employer's Liability Insurance:** The Recipient shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- g. Commercial General Liability:** The Recipient shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.
- h. Automobile Liability:** The Recipient shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.



**8. DEFENSE AND INDEMNIFICATION:**

- a. The Recipient hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Recipient or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.
- b. The Recipient’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. The Recipient’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.
- c. The Recipient will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.
- d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Recipient under the terms of this indemnification obligation. The Recipient shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.
- e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

**9. COLORADO GOVERNMENTAL IMMUNITY ACT.** In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, et seq.

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

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



- 12. NO DISCRIMINATION IN EMPLOYMENT.** In connection with the performance of work under this Agreement, the Recipient may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Recipient shall insert the foregoing provision in all subcontracts.
- 13. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS.** This Agreement is intended as the complete integration of all understandings between the Parties. No prior, contemporaneous or subsequent addition, deletion, or other amendment hereto shall have any force or effect, unless embodied herein in writing, and executed in the same manner as this Agreement.
- 14. GOVERNING LAW; VENUE.** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).
- 15. LEGAL AUTHORITY.**
- a. The Recipient lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.
  - b. The Recipient represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.
  - c. The person or persons signing and executing this Agreement on behalf of the Recipient do hereby represent and warrant that he/she or they have been fully authorized by the Recipient to execute this Agreement on behalf of the Recipient and to validly and legally bind the Recipient to all the terms, performances and provisions herein set forth.
  - d. The City shall have the right, at its option, to temporarily suspend or permanently terminate this Agreement, if there is a dispute that the legal authority of either the Recipient or the person signing this Agreement on the Recipient's behalf is not sufficient to enter into this Agreement. The City shall not be obligated to the Recipient for any performance of the provisions of this Agreement in the event that the City has suspended or terminated this Agreement as provided in this Section.
- 16. NO THIRD PARTY BENEFICIARY.** Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in this Agreement gives or allows any



claim or right of action to any third person or entity. Any person or entity other than the City or the Recipient receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.

**17. SEVERABILITY.** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

**18. CONFLICT OF INTEREST.**

- a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Recipient shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.
- b. The Recipient shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Recipient represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Recipient by placing the Recipient's own interests, or the interests of any party with whom the Recipient has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Recipient written notice describing the conflict.

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

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

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



Executive Director of the Office of Climate Action, Sustainability & Resiliency or Designee  
201 West Colfax Avenue, Dept. 704  
Denver, Colorado 80202

With a copy of any such notice to:

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

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

22. **DISPUTES**. All disputes between the City and the Recipient arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.
23. **NO CONSTRUCTION AGAINST DRAFTING PARTY**. The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
24. **ORDER OF PRECEDENCE**. In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.
25. **SURVIVAL OF CERTAIN PROVISIONS**. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Recipient's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
26. **ADVERTISING AND PUBLIC DISCLOSURE**. The Recipient shall not include any reference to the Agreement or to incentives paid pursuant to the Agreement in any of the Recipient's advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Recipient shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.
27. **CITY EXECUTION OF AGREEMENT**. The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter,



approved by the City Council.

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

**List of Exhibits**

**Exhibit A** – Scope of Work

**Exhibit B** – Budget

**Exhibit C** – Insurance Certificate

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**APPENDIX B**

**Xcel Energy: Consent to Disclose Utility Customer Data**

Available from: <https://co.my.xcelenergy.com/s/privacy/data-access>

**Application**



## Consent to Disclose Utility Customer Data

All requested information must be provided for the consent to be valid. This form may be available in other languages. To obtain a copy in another language, please contact [inquire@xcelenergy.com](mailto:inquire@xcelenergy.com). Para obtener una copia de este formulario en español, por favor contacte a su proveedor de servicios públicos

Utility name and contact **Xcel Energy Correspondence Department**

Physical and mailing address **P.O. Box 8, Eau Claire, WI, 54702**

Phone **800.895.4999** Email **datarequest@xcelenergy.com** Fax **866.208.8732**

For additional information, including the utility's privacy policy, visit [xcelenergy.com](http://xcelenergy.com).

**To be completed by the data recipient**

By signing this form, you allow your utility to give the following information to:

Organization/trade name

Contact name (if available)

Physical and mailing address

Phone  Email  Fax

This organization will receive the following customer data:

Information from your meter collected by your utility services provider from the following services (check all services that apply):

electric     steam     natural gas

Information regarding your participation in renewable energy, demand-side management, load management, energy efficiency or other utility programs

Other (specify)

This information will be used to:

Provide you with products or services you requested       Offer you products or services that may be of interest to you

Determine your eligibility for an energy program       Analyze your energy usage

Other (specify)

**Data collection period**

The relevant timeframe associated with the requested data is as follows:

for the period beginning  and ending

**You may terminate this consent at any time by sending a written request with your name and service address to your utility.**