

Denver Climate Action Rebate Program Terms and Conditions

Eligibility:

This rebate program is available to residents of the City and County of Denver who install eligible equipment, as identified in the Eligible Equipment listed on the City's website, purchased on or after January 1, 2023. Contractors can register projects on the resident's behalf before a contract has been signed with the resident to verify funding is available. After a contract has been signed with a resident, contractors can submit a project for review. Once the project has been approved, rebate funds for the project will be reserved. Contractors will then have a set period of time to complete the project. Once the project has been completed, the contractor will complete and submit the rebate application and will be reimbursed upon application approval. For each discrete residential address as determined by Xcel Energy residential account number, one rebate application may be submitted per category of eligible equipment. Installation of eligible equipment and rebate application submission must be completed by an approved participating contractor. Rebates will be paid directly to the approved participating contractor responsible for purchasing and installing the eligible equipment provided that the contractor provides a point-of-sale discount to the eligible residential customer.

Participation Requirements:

It is the responsibility of the purchaser of eligible equipment to assure that all requirements for the rebate are met. Failure to provide any of the required information will prevent processing of your application. Program procedures, requirements and rebate levels are subject to change or cancellation without notice and are subject to available program funds. Funding is available on a first-come, first-served basis until depleted or program end date of March 1, 2025. The rebate amount cannot exceed the purchase price of the equipment, nor can it include taxes or shipping costs. Please allow up to 4-6 weeks from the date all required application information is received for each covered product to process rebates.

Inspection:

The program reserves the right to conduct field inspections to verify information about equipment installation. The program reserves the right to conduct field inspections before rebate payment to verify purchase and, where necessary, installation of eligible equipment. Inspections will be scheduled in advance with the rebate applicant and residential customer. Applicant shall repay the full amount of the rebate in the event that the City and County of Denver or its consultant determines that at any time (a) the equipment was never installed at the address identified in this application, (b) the rebate was procured through intentionally misrepresented facts, or (3) the rebate was fraudulently obtained.

Liability:

The City and County of Denver, its appointed and elected officials, employees, affiliates, and agents assume no responsibility for the performance, quality, safety, operational capability, reliability, or any other aspect of design of the equipment or equipment warranty, the quality of the work, labor and/or materials supplied, and/or the acts or omissions of the participating contractor. The applicant hereby waives and releases any and all liabilities, claims, judgments, suits, or demands for damages to persons or property against the City and County of Denver, its appointed and elected officials, employees, affiliates, and agents arising out of, resulting from, or relating to the rebate program.

Endorsement:

The City and County of Denver, its appointed and elected officials, employees, affiliates, and agents do not endorse any particular manufacturer, contractor, vendor, product, retailer, system design, or claim in promoting this program.

Warranties:

The City and County of Denver, its appointed and elected officials, employees, affiliates, and agents do not warrant the performance of covered products expressly or implicitly.

Customer Information:

Information collected by the City may be subject to disclosure under the Colorado Open Records Act, C.R.S. §§ 24-72-200.1–205.5 (CORA). To the extent permitted by CORA and other applicable law, the City will keep applicant specific information confidential, including (a) customer contact information, and (b) information collected about existing energy-related technologies at the applicant’s site. The City and County of Denver will not use the name or identifying characteristics of the applicant in advertising or publicity without applicant’s advance written approval. The applicant understands that it may be contacted by the City and County of Denver to complete an optional survey or questionnaire to provide demographic information and feedback on satisfaction with the program.

Each Participating Contractor shall:

- Provide the Denver Home Energy Rebate as a point-of-sale discount to the Denver resident.
- Follow and abide by all requirements of both the City’s Program and Permitting processes and Xcel Energy’s Residential Trade partner network and rebate program requirements.
- Participate and assist with quality installation verification and in-person site visits as requested by the City or it’s designee.
- Complete all trainings as required by the City.
- Maintain active participation in Xcel Energy’s Trade Partner Network for each rebate measure.

- Follow all requirements of Xcel Energy’s rebate program for each applicable measure.
- Acquire all necessary licenses and permits. Permit applications are required for applications for rebate payment. Contractors are not required to submit final closed permits during the application process but finalized permits may be requested and must be supplied to the program team.
- Provide current copies of all required certifications (e.g., NATE, BPI, etc.)
- Provide a Certificate of Good Standing with State of Colorado
- Complete sizing and selection calculations according to relevant code. Contractor is not required to provide Manual J/D/S or other sizing and selection documentation when applying for rebate pre-approval or payment but must keep documentation on file. Documentation may be requested and will be reviewed if projects are selected for Quality Installation Verification reviews.
- Follow all Quality Installation best practices and program requirements.
- Ensure all subcontractors meet and comply with the requirements of the program.

Participating Contractors shall not use City and County of Denver logos or branding on invoices, websites, or other collateral. Contractors may provide a URL link to:

www.denvergov.org/heatpumprebates

Denver’s Program Team will follow up with customers to gather information on their experience. It is important that Contractors understand and agree to the general code of conduct below and follow all industry and manufacturer specific best-practices.

Contractor Code of Conduct:

- **Service to Customers**
 - Be prompt for all appointments and communicate any changes in appointment times with the customer.
 - Review program requirements and training materials with all relevant business staff and train staff to educate customers on Denver’s Climate Action Rebates.
 - Provide or evaluate heat pump options/quotes for all customers.
- **Quality Work**
 - Recommend all customers complete a home energy audit where appropriate.
 - Follow best practices, manufacturer guidelines, and code requirements for system sizing, selection and installation including, but not limited to:
 - Completing Manual J/S/D as required for heat pump installations.
 - Completing energy audits and blower door testing to determine building loads as appropriate.
 - Properly dispose of all replaced equipment and waste following the applicable regulations and guidelines.
- **Professionalism**

- Maintain positive customer service related to all work. For heat pump equipment, this includes:
 - Sharing load calculation documentation and equipment selections with the customer.
 - Notifying the customer promptly of any changes, delays, or changes to selected equipment.
 - Designing systems and utilizing available rebates and incentives to maximize value to the customer.
 - Providing transparent information to customers, emphasizing the bill-saving potential of heat pumps paired with weatherization measures, but acknowledging that fuel switching from natural gas heating to heat pump heating or adding cooling may cause some bill increases. It is recommended that customers are provided with estimates of changes to operational and maintenance costs.
- To promote the professionalism of the programs, Contractors should refrain from making disparaging remarks regarding other Contractors as well as Denver's programs.

Quality Installation Verification:

The City will require Contractors to complete a Quality Installation and Design Verification (QIV) by a third party on a random sampling of installations determined by the City. Jobs selected for QIV will be communicated to the Contractor at the point of project pre-approval prior to system installation. Additional information may be requested from the Contractor for review prior to installation of the equipment.

The Contractor must maintain copies of all design, planning, permitting, commissioning, and other relevant documents for all projects with rebate applications for the full period of the installation warranty or three (3) years after the date of equipment commissioning whichever is longer. This information may be requested at any time and shall be provided to the City or its designated representative in a timely manner or the Contractor may be suspended from participation in the program.

No more than five (5) market-rate projects will require QIV in any given calendar year, except that projects with enhanced or Income Qualified rebates may require additional QIV.

Violation of Terms and Conditions:

The City will use a tiered approach to correct non-compliance with any of the requirements detailed in this code of conduct. The City and the Program Administrator reserve the right to exercise full discretion in determining the appropriate remedy for all non-compliance issues, up to and including revoking a Contractor's registration, particularly in matters involving fraud, improper customer interaction, or any other issues calling into question the integrity of the Program.

Based on its investigation, the City may take one or more of the following actions in response to a customer complaint or its own finding of non-compliance:

- **Corrective Notice:** The City may send a Corrective Notice by email to the Contractor documenting the issue that was identified. This email will also identify the resolutions needed and the time window allowed to address the issue, if appropriate. Issues that may commonly lead to a corrective notice include:
 - Failure to communicate with the Program.
 - Failed jobs.
 - Rebates out of compliance.
 - Customer complaints.
- **Administrative Hold:** The City may impose a temporary administrative hold, which may include holds of rebates for payment or holds on approving any new rebate pre-applications. The notice of the administrative hold will document the issue or issues that were identified and will include the requirements and deadlines that for the Contractor to get back into good standing. An Administrative Hold may include requirements such as:
 - Additional auditing if the offense is project-related.
 - Participation in a Corrective Action Plan to improve program performance, ensure effectiveness and energy savings of installed measures are met, and ensure acceptable customer service levels.
 - Completion of a staffing plan or additional trainings, either hosted by the Program or a third-party vendor, in the field of auditing, proper installation techniques, or customer service delivery. All expenses the Contractor incurs for the increased staffing levels or trainings will be the sole responsibility of the Contractor.

The City reserves the right to extend the time period of an Administrative Hold, to require additional corrective actions, or to escalate to a suspension or revocation of registration if the Contractor's performance does not improve. Issues that may commonly lead to an Administrative Hold include repeated minor violations, failure to correct an issue identified in a Corrective Notice, or a single significant violation. The Contractor will have the opportunity to respond to and dispute a notice of Administrative Hold.

- **Suspension:** The City may suspend a Contractor's registration for a set period of time. Suspensions include removal from the Contractor list used to inform customers of approved contractors. Before suspending a Contractor's registration, the City will investigate the alleged non-compliance issue or issues and provide the Contractor with notice of and an opportunity to respond to or dispute the allegations of non-compliance. Issues that may commonly lead to suspension include significant violations of the program's Terms & Conditions or repeated minor violations. The City reserves the right to suspend a Contractor's registration for any single violation of the Terms and Conditions when the City determines suspension is necessary and appropriate based on the nature of the violation.
- **Revocation:** The City may permanently revoke a Contractor's registration. Before revoking a Contractor's registration, the City will investigate the alleged non-compliance issue or issues and provide the Contractor with notice of and an opportunity to respond to or dispute the allegations of non-compliance. Issues that may commonly lead to revocation include significant

violations of the program's Terms & Conditions or repeated minor violations. The City reserves the right to revoke a Contractor's registration for any single violation of the Terms and Conditions when the City determines revocation is necessary and appropriate based on the nature of the violation.

Common causes of permanent suspension or revocation include:

- Repeated inspection failures.
- Discrepancies between rebate forms and/or invoices or any falsification of records.
- Violations of program policies, technical specifications, or Residential Best Practice Standards.
- Non-compliance of regulatory requirements.
- Repeated customer service complaints or failure to complete Corrective Action Plan assigned based on previous complaints.
- Any misrepresentation of the City of Denver Home Energy Rebate program in communications or in advertisements directed to a customer or potential customer, including unauthorized use of City logos or branding.
- Verbal or physical harassment of a City of Denver employee or Denver resident.
- Any fraudulent use of the Denver Home Energy Rebate program, including submitting falsified program documents.

Print Name: _____

Title: _____

Signature: _____

Company Name: _____