



Contractor Terms & Conditions

The Denver Regional Council of Governments (“DRCOG”) Power Ahead Colorado Contractor Hub (the “Hub”) is designed to encourage members to identify and promote energy-efficient equipment and opportunities in their work. A contractor participating in the Hub (“Participating Member”) will be able to offer their customers in the DRCOG region restricted incentives for energy consultant services provided through DRCOG’s Power Ahead Colorado Incentive and Energy Advising Program (the “Program”), which is administered on behalf of DRCOG by the Vermont Energy Investment Corporation (“VEIC”).

This Member Participation Agreement (“Participation Agreement”) sets out the terms and conditions for the Program. Participating Members must comply with these terms and conditions in order to participate in the Program.

1. Participating Member Enrollment

- a) Enrollment will be required at the company level unless Participating Member is a sole proprietor. A company with multiple branches doing business in Colorado must identify each branch that will be participating in the Program and a point of contact for each branch. Each branch that participates must comply with the requirements of this Participation Agreement and the applicable program-specific addendum(s). Participating branches must be able to serve the DRCOG region.
- b) Participating Member must provide its current point of contact, address, phone number, and email address upon enrollment and keep it updated and on file with the Program at all times via the Hub. Failure to do so may result in termination from the Program.
- c) The following steps are required for enrollment:
 - i. Power Ahead Colorado Program Overview Training. Participating Member must complete informational program training as part of Program onboarding. This training will cover an overview of the Power Ahead Colorado programs, as well as key eligibility and process specifics. The Power Ahead Colorado Program Overview Training must be completed by the point of contact and the person who signs this Participation Agreement below. Staff at each branch location, where applicable, who conduct sales, auditing, specifying, estimating and commissioning, or who act as project leads, are also required to attend. Participating Members will be notified in advance of this training if offered in live sessions, or will be made aware of where pre-recorded training can be accessed. If a company wishes to include branches in their listing as a Power Ahead Colorado Program Participating Member, a representative from each branch must attend the training in addition to a representative from the company. The Program will provide program update trainings that will be required to maintain membership in the Program as needed.

ii. During enrollment, Participating Member must maintain the following qualifications to meet the minimum Program requirements and furnish documentation where indicated:

- Trade licensure: Participating Members must comply with all applicable federal, state, and local licensing requirements for the work performed under this Program.
- General Liability Insurance: Participating Members must carry commercial general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate and maintain a current certificate of insurance on file with the Program for the duration of Participating Member's enrollment in the Program. A Certificate of Insurance must be provided upon enrollment.
- Certificate of Good Standing: Participating Members must provide a Certificate of Good Standing or equivalent document issued by the state in which the business is registered verifying that the business is active and authorized to conduct business. The certificate must be dated within 90 days of enrollment in the Program.
- EPA Section 608 Certification: Participating Members performing installation of heat pump equipment under this Program must ensure that all technicians handling refrigerants hold a current applicable EPA Section 608 certification and maintain records of technician certification pursuant to compliance with the Clean Air Act.² Any changes to the EPA Section 608 Certification requirement will be communicated to Participating Member by the Program via email. An EPA 608 Card must be provided upon enrollment.
- Qualified Technical Training: At least one technician per Participating Member must complete at least one heat pump related training from a provided list through the Hub on an annual basis. Trainings will align with other regional programs, as appropriate, and participation in trainings will be verified by Program administrators. Any annual training requirements will be noted in the Power Ahead Colorado Program Contractor Manual Document, which is further described and attached in Appendix A.
- W-9 and ACH paperwork if Participating Member anticipates customers directing incentives to their business as part of Program participation.
- Per item 3.b.v., Participating Member and its principals must not be debarred. Program staff will leverage federal databases to confirm this requirement.

iii. During enrollment, Participating Member must maintain the following qualifications to meet the minimum Program requirements and furnish documentation where indicated:

- Confirmation of requirements: Within seven days of submittal, a prospective Participating Member will be notified that they have successfully completed the application and can submit applications for Power Ahead Colorado incentives; that missing paperwork must be submitted; or that they are ineligible to participate in the Program.

- Listing on the Colorado Contractor Hub: After confirmation of paperwork completion and acceptance, notification will be sent to the Hub for the Power Ahead Colorado Program badge to be added to the Participating Member's listing.

2. Code of Conduct

The goal of Power Ahead Colorado is not only to decrease carbon emissions from buildings across the Denver region but also to advance the market for heat pumps and other building decarbonization technologies.

By participating in the Program, Participating Members agree to support the Program's goals by delivering high-quality work, accurate information, and positive customer experiences. Participating Member agrees to:

- a) Support equitable access to Program benefits, including communicating effectively with households with diverse needs;
- b) Promote accurate and complete information about the Program offerings, benefits, and requirements;
- c) Refrain from representing themselves as a representative of Power Ahead Colorado, DRCOG, or VEIC and refrain from guaranteeing incentive eligibility or amounts;
- d) Be respectful, patient, and empathetic when engaging customers;
- e) Provide clear, timely, and honest communication with customers, Program administrators, and partners;
- f) Consistently provide high-quality workmanship that meets or exceeds applicable codes and standards;
- g) Make a good-faith effort to resolve customer concerns in a timely and professional manner;
- h) Have in-house installers or maintain well-managed relationships with qualified subcontractors that agree to this code of conduct; and
- i) Comply with applicable Program requirements and submit accurate information in support of Program participation.

3. Terms and Conditions

Participation in the Program is subject to the terms and conditions outlined below. Participation by Participating Member in the Program is voluntary. Participating Members must comply with all Program requirements to remain eligible to participate and to offer customers access to program incentives. Failure to comply with these terms may result in suspension or delisting from the Program.

a) Program Participation and Termination

- i. Participating Member agrees to comply, and will require each of its employees and subcontractors providing Program services to comply, with all applicable Program rules, reporting requirements, documentation standards, and quality assurance processes as described in Attachment A hereto,

Power Ahead Colorado Program Contractor Manual Document, which Participating Member acknowledges and agrees may be updated from time to time upon prior reasonable notice to Participating Members without the need to amend this Participation Agreement.

ii. Participating Member shall also remain in ongoing compliance with all applicable local, state, and federal laws, regulations, requirements, and guidance, including but not limited to applicable Build America, Buy America (BABA) requirements and Davis-Bacon and Related Acts (DBRA) labor standards, as may be amended from time to time. Participating Member should refer to the Contractor Manual for additional information regarding applicable compliance requirements.

iii. Participating Member shall notify Program Administrator in writing within five (5) business days of any material citation, violation, investigation, suspension, debarment, license action, or other enforcement proceeding issued by or initiated through any local, state, or federal agency related to applicable laws, labor standards, contractor licensing, workplace safety, procurement requirements, or program compliance obligations, including but not limited to BABA and DBRA requirements. Contractor may refer to the Contractor Manual for additional information regarding reporting obligations and compliance requirements.

iv. The Program reserves the right to discontinue Participating Member's membership in the Program at its discretion with or without cause.

v. If enrollment is terminated for any reason, DRCOG and VEIC are not liable for incentive applications submitted after the termination date.

vi. Work performed prior to termination will be honored in accordance with Program practices in effect at the time such work is performed, only if the work is compliant with Program requirements.

vii. The Program reserves the right to modify incentives, requirements, and terms at any time, with continued participation constituting acceptance of updated terms and conditions. Participating Members will be notified of pending changes at least 30 days in advance of effective dates, where possible.

viii. Program participation does not guarantee customer referrals, work volume, pre-approval or approval of any rebate or incentive application.

ix. This agreement will remain in effect until the end of the Power Ahead Colorado project, except where terminated with or without cause as documented above.

x. In the event a rebate offer is discontinued or changed after rebate funds are reserved, the original pre-approved rebate amount will be honored, provided the project meets all other Program requirements.

xi. Participating Member must notify Power Ahead Colorado of any real or perceived potential conflicts of interest. All final decisions regarding conflicts are made at the sole discretion of Power Ahead Colorado.

b) Licensing, Insurance, and Qualifications

- i. Participating Members will maintain all required business and trade licensure and certifications.
- ii. Participating Members will meet and maintain program minimum insurance requirements (as documented on page 2).
- iii. All projects must be properly permitted by the local authority. The Program reserves the right to verify permits.
- iv. While the Program may collect design documentation as part of the application process, DRCOG, VEIC and their agents are not responsible for approving system design including, but not limited to proper equipment selection, load calculations, etc. System design, installation and commissioning are the sole responsibility of the system designer and installer and must adhere to all relevant local codes and manufacturer requirements. Nothing in this Participation Agreement shall be construed as an assumption by DRCOG or VEIC of any duty of care or liability for any damages caused by the design, installation, and commissioning of any equipment or the provision of services under the Program.
- v. By signing this Participation Agreement, the Participating Member represents that its organization and its principals are not suspended or debarred per federal requirements, including but not limited to 2 C.F.R. Part 180.

c) Accuracy, Truthfulness, and Documentation

- i. All information submitted to the Program, including applications, forms, reports, and supporting documentation, must be accurate, complete, and truthful.
- ii. Participating Member is responsible for the quality and accuracy of the work performed in the field and the information they submit for rebates or incentives.
- iii. Equipment or installations that are mislabeled, misrepresented, or fail to meet Program requirements will be deemed ineligible.
- iv. The Program reserves the right to conduct assessments of Participating Member work, records, documentation, on-site inspections, and other reviews for quality assurance (QA)/quality install (QI) purposes. Contractors must attend on-site inspections as requested for QA/QI assessments.
- v. Participating Member must protect program and customer data and comply with the data security and privacy requirements described in Appendix B.
- vi. To the extent not prohibited by State or federal law, this Participation Agreement, the performance measures and standards under CRS § 24-103.5-101, if any, and information submitted by Participating Member in connection with the Program are subject to public release through the Colorado Open Records Act (CORA), CRS § 24-72-200.1, et seq., as may updated.
- vii. The Participating Member represents and warrants that all information, certifications, and documentation submitted in connection with this Participation Agreement and with any future

rebates and incentives for the Power Ahead Colorado project are true, accurate, and complete to the best of its knowledge. Any knowing, reckless, or negligent misrepresentation, or any knowing or negligent use of funds for ineligible purposes, shall constitute a breach of this Participation Agreement and may lead to badge delisting, delisting from the Hub, or any other remedies available. In addition, rebates and incentives that have been improperly paid may be subject to recoupment or clawback.

d) Communication and Representation

- i. Participating Member must be responsive and timely in all information submittals and communications with the Program to provide customers with accurate, current information about qualifying equipment, services, incentives, rebates, and applicable policies.
- ii. Participating Member is an independent business participating in the Program and is not, and will not represent itself as an employee, agent, or representative of the Program, DRCOG, VEIC, or their officers, employees, administrators, or sponsors.
- iii. Participating Member will not misrepresent Program offerings, requirements, or benefits.
- iv. Participating Member must comply with all applicable Program advertising and marketing guidelines. Participating Member may promote its participation in the Program, but it shall not represent itself as a partner of the Program, DRCOG, or VEIC in its advertising and marketing.
- v. Participating Member may not use Program branding, names, or logos without the prior written approval of the Program.

e) Customer Service and Work Quality

- i. Participating Member will provide high-quality workmanship that meets or exceeds applicable codes, standards, and Program requirements. Participating Member should endeavor to take a building science-based approach to all project work.
- ii. Participating Member must comply with all applicable federal, state, and local laws and regulations, including but not limited to environmental and refrigerant handling, permitting, labor, and safety requirements.
- iii. Participating Member will deliver quality customer service and make good-faith efforts to resolve customer issues promptly and professionally.
- iv. Participating Member will comply with QI Verification Protocol and make a good-faith effort to resolve identified issues promptly. This protocol is referenced in the Power Ahead Colorado Program Contractor Manual Document.
- v. Participating Member will use commercially reasonable efforts to respond to and remediate customer complaints it receives. Participating Member will also timely respond to inquiries by the Program and reasonably cooperate with any Program activities to investigate and respond to customer complaints received by the Program. Participating Member understands and agrees that it is solely responsible for any and all aspects of a customer's project under the Program, except

the issuance of a rebate, and Participating Member understands and agrees that neither DRCOG nor VEIC will be a party to or have an interest in Participating Member agreements with customers under the Program.

vi. Accordingly, Participating Member understands and agrees that it is solely responsible for defending or resolving any and all disputes with customers, including but not limited to claims about its workmanship, warranties, contracts, and pricing.

vii. If Participating Member does not meet the Program quality standards described in this section, Participating Member will be required to participate in a performance coaching period as described in Section 4 below, which may include additional training requirements. During this period, Power Ahead Colorado reserves the right to suspend the contractor's ability to submit new projects through the Program.

f) Release, Indemnification, and Hold Harmless

To the fullest extent permitted by law, the Participating Member voluntarily assumes all risks associated with its participation in the Program. Participating Member agrees to defend, indemnify, and hold harmless DRCOG, VEIC, and their directors, officers, and employees, and stockholders, from and against all third party claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney fees and costs), which arise out of or relate to Participating Member's involvement in the Program or its performance of a project or projects under the Program.

g) Loss of Funding

This Program is being paid for with funds provided by a Climate Pollution Reduction Grant from the Environmental Protection Agency (EPA). The Participating Member acknowledges and agrees that DRCOG may terminate the Program, at any time, if Program funding is terminated or becomes insufficient.

4. Performance Coaching

Power Ahead Colorado is committed to providing performance coaching to improve Participating Members' comfort and skills with supported program technologies. At the same time, it is important that customers receive high-quality service through the Program. The performance coaching plan is designed to address performance deficiencies described in the table below, and may include:

- Required training
- Increased QI inspection requirements
- Operational adjustments based on customer feedback
 - For example, but not limited to adjusting customer communications strategies, invoice formatting, or web presence

If the Program determines that a performance coaching plan is needed as referenced in the table below, Participating Member will receive an email notification of deficiencies identified. Program staff will meet with Participating Member to review and revise the coaching plan, develop an approach for pending or in-progress projects, and determine compliance timeline. The performance coaching plan shall encompass a 3-6 month

period, and must be completed by Participating Member as a condition of continued participation in the Program. During the performance coaching period, Participating Member may still complete projects within the Program as defined in the coaching plan. Program staff reserve the right to suspend Participating Member’s ability to take on new program projects during the performance coaching period.

Upon completion of the performance coaching plan, Program staff will meet with Participating Member to review plan completion, gather feedback on the performance coaching process, and verify that Participating Member can comply with program expectations.

Failure to complete a performance coaching plan during the coaching period, or multiple coaching plans for the same issue, may result in Participating Member’s suspension or delisting from the Program.

The following table describes performance deficiencies and associated Program actions:

Performance Deficiency ³	Number of Occurrences ⁴ and Program Action		
Deficiency identified during Quality Installation desk review	Individual Occurrences: Notification (verbal or written)	3+ Occurrences: Performance coaching plan	
Deficiency identified during Quality Installation on-site inspection	Individual Occurrences, Minor Deficiency: Notification (verbal or written)	3+ Occurrences, Minor Deficiencies: Performance coaching plan	Individual Occurrence, Major Deficiency: Performance coaching plan
Customer complaint or negative customer feedback including, but not limited to poor quality of work; poor customer service; misrepresentation of data; unlawful behavior	Individual Occurrences: Notification (verbal or written)	2+ Occurrences Performance coaching plan, as determined by the Program depending on deficiencies and contractor responsiveness	5+ Occurrences Removed from program; must wait full calendar year to re-enter Program and sign new enrollment documents. Reinstated membership at discretion of Program Manager.
Non-Qualifying Projects ⁵	Individual Occurrences: Verbal or written notification and further training might be required, as determined by the Program.	4-Occurrences: Performance coaching plan (written warning and further training required).	5+ Occurrences: Removed from Program; must wait full calendar year to re-enter program and sign new enrollment documents; further training might be required at Program Manager’s discretion.

³ All instances will be reviewed by the Program on a case-by-case basis so that penalties are not unduly imposed as a result of customer error or fault. ⁴ Within a rolling 12-month period. ⁵ Non-qualifying projects are those for which a customer is denied a Power Ahead Colorado rebate or incentive due to installation of ineligible equipment.

Per the Table above, deficiencies are classified into two categories:

- **Minor Deficiencies.** Items that do not present an immediate safety risk or materially compromise cold-weather capacity, operational efficiency, or system durability, but should be corrected or clarified (e.g., documentation gaps, labeling issues, or minor installation details).
- **Major Deficiencies.** Items that may impact system safety, code compliance, cold-weather operation, significant energy performance, or long-term reliability. Major deficiencies require corrective action and will trigger follow-up verification (either via on-site inspection or photo review).

5. Power Ahead Colorado Contractor Hub Badge Delisting and Suspension

a) Performance coaching and other causes for badge delisting. In accordance with Section 4, failure to complete the requirements outlined in a performance coaching plan during the coaching period, multiple coaching plans in the same period, or numerous infractions of Program rules and conditions may trigger removal of the Power Ahead Colorado Program Badge on the Hub. In some cases, the Participating Member may need to wait a calendar year to be considered for reinstatement.

b) Immediate badge delisting. The Participating Member may be delisted immediately for circumstances which could include but not be limited to: serious misconduct and chronic or egregious performance issues (including repeated failure to implement corrective actions), fraud, abuse, material misrepresentation in Program documentation, or immediate risk to customers. In instances where immediate delisting is warranted, the Participating Member will be notified in writing and there will be no opportunity for appeal.

c) Written notification. Prior to removing a Participating Member's Power Ahead Colorado Program Badge on the Hub, the Participating Member will receive written notification and have 14 days to respond, except in case of serious misconduct and chronic or egregious performance issues, fraud, abuse, or immediate customer risk that warrant immediate delisting.

d) Response review. Program staff will review Participating Members' responses within 10 business days, provide a response in writing, and offer a call to review the response. Program staff may decide to place the Participating Member back in a performance coaching plan or continue with badge delisting. The response review will include recommendations on any in-progress projects.

e) Final review. Except in the case of an immediate delisting, Participating Members may request a final review of a badge delisting decision by submitting a written appeal within 10 business days of notification. Final determinations will be issued in writing by the Program.

f) Delisting. When a participating member is removed from the Program, Program staff will remove the Participating Member's Power Ahead Colorado badge from the Hub.

g) Inactive Participating Members. Participating members may be deemed inactive due to failure to complete at least one project per calendar year and/or failure to submit current training or insurance paperwork.

Steps for returning to active status may include:

- Completing training and submitting appropriate paperwork;
- Repeating the Program onboarding training; or
- QI review of the next project submitted

Participating Members in inactive status will have 30 days after being sent notice to complete the required steps to return to active status. If the required steps are not completed within this period, the Participating Member will remain inactive and will not be able to leverage the Program until reinstated. The Participating Member's Power Ahead Colorado badge on the Hub will be removed until the contractor returns to active status.

6. Additional Power Ahead Colorado Contractor Program Details

a) QI Testing Information for Customers. Participating Members will be required to inform participants in the Program of the Program's QI testing procedures and requirements as detailed in the Power Ahead Colorado Program Contractor Manual Document.

b) Electricity Bill Impacts. Participating Members should inform customers that they may observe an increase in electricity usage and charges after new equipment is installed and operating. In some cases, the entire cost of increased electricity usage may be greater than the cost savings from decreased gas or propane usage. Factors such as fuel prices, home insulation and air sealing, new and replaced equipment efficiencies, and other site-specific conditions can contribute to fluctuations in energy costs.

c) Project Submittals. Project applications will be submitted to the Program in an online rebate application system as directed by the Program. Requirements for submittal will be detailed in the Power Ahead Colorado Program Contractor Manual Document. Application materials submitted by a Participating Member may be subject to public inspection in accordance with CORA.

d) QI Verification Protocol. The QI Verification protocol applies to incentivized installations under the Program and establishes a consistent verification framework to confirm that systems are properly designed, installed, and commissioned in accordance with applicable standards and manufacturer requirements. Detailed information related to QI Verification protocol can be found in the Power Ahead Colorado Program Contractor Manual Document.

By signing off in the Hub, the Participating Member acknowledges that it has read, understands, and voluntarily agrees to the terms and conditions in this Participation Agreement.

Appendix A

Power Ahead Colorado Program Contractor Manual

Participating Member agrees as follows:

1. Participating Member has read and understands the Power Ahead Colorado Program Contractor Manual;
2. Participating Member will adhere to the then-current Program standards described in the Power Ahead Colorado Program Contractor Manual; and
3. Updates may be made to the Power Ahead Colorado Program Contractor Manual at the Program's discretion, in which case an updated Power Ahead Colorado Program Contractor Manual will be sent to Participating Member at the email address(es) listed above.

Appendix B

Confidentiality Obligations for Program Contractors

As a member of the Program, Participating Member will receive and have access to program and customer information that must not be shared with unauthorized third parties. Participating Member agrees as follows:

1. Confidential Information and Materials

- a. "Confidential Information" means any information which identifies a specific customer by name, address or email address, phone number, utility account number, utility data, or any Power Ahead Colorado project information that is specific to an individual customer, including but not limited to sub-metering data, project costs, savings estimates, incentive amounts or specific energy efficiency measures or manufacturing attributes.
- b. "Confidential Information" is not restricted in format and may include any information that meets the above definition whether disclosed orally, in writing or by inspection of tangible objects. By way of example and not limitation, this may include written or printed documents, electronic data on computer disks, tapes or any other medium, drawings, schematics, or any other tangible item.

2. Restrictions on Sharing Confidential Information

Participating Member shall limit access to Confidential Information to only those of Participating Member's employees, authorized representatives, or subcontractors who (a) have a need to know the Confidential Information for Participating Member to fulfill its obligations and duties to the Power Ahead Colorado Program or for a purpose specifically authorized by DRCOG, and b) have signed a protective agreement containing confidentiality obligations at least as restrictive as those contained herein.

3. Management of Confidential Information

Participating Member shall be responsible for ensuring that:

- a. Access to Confidential Information is restricted in accordance with the requirements of this Participating Agreement, including this Appendix B;
- b. All of the Recipient's employees, representatives and subcontractors who will have access to Confidential Information have been provided adequate training such that they fully understand the terms and conditions contained herein;
- c. All paper copies of Confidential Information are securely stored and when disposed of shall first be shredded;
- d. All reasonable security precautions are taken when accessing and handling Confidential Information, which shall in any event be as great as the precautions Participating Member takes to protect its own confidential information;
- e. Visitors to Participating Member's office are not allowed access to any Confidential Information unless they are specifically authorized in accordance with this Participation Agreement;
- f. Computers, smart phones and other electronic devices containing Confidential Information are not to be left unsecured at any time; and
- g. If Confidential Information is stored electronically, the following minimum password provisions shall apply for access to such Confidential Information:
 - i. Users shall choose passwords that are difficult to guess;

- ii. Passwords must be nine characters in length or greater;
- iii. Passwords must contain any two of the following: alpha, numeric, capitalization, special characters;
- iv. Passwords must not be a dictionary word or include personal names;
- v. Passwords must not be written down or left in a place where unauthorized persons might discover them;
- vi. Under no circumstances, shall the users share or reveal their passwords to anyone at all; and
- vii. Passwords and credentials that grant access to Confidential Information must not be used as credentials for personal accounts.

4. Notice

Participating Member shall notify DRCOG and Power Ahead Colorado program staff at info@advising.poweraheadcolorado.org or 844-303-9333 immediately upon:

- a. Discovery of any unauthorized use or disclosure of Confidential Information by the Participating Member or its assigns, employees, consultants, affiliates or related parties;
- b. Discovery that a system or network security has been compromised, or if there is a substantial reason to believe that it may have been compromised; or
- c. Discovery of any unauthorized access to or use of Confidential Information by a third party.

With respect to any such event, Participating Member will cooperate with Power Ahead Colorado in every reasonable way to help regain possession of any improperly disclosed or accessed Confidential Information and prevent its further unauthorized use or disclosure.

5. Remedies

- a. Participating Member understands and acknowledges that any disclosure or misappropriation of any Confidential Information in violation of this Participation Agreement may cause Power Ahead Colorado irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that DRCOG shall have the right to apply to a tribunal of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as DRCOG may request. Such rights shall be in addition to remedies otherwise available to DRCOG at law or in equity.
- b. Any willful or deliberate disclosure or unauthorized use of Confidential Information with the clear intent of violating this Participation Agreement by Participating Member or any of its employees, authorized representatives or subcontractors is grounds for immediate default termination.

