

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

THIS SERVICES CONTRACT, made and entered into this 10 day of August 2023, by and between the City of Asheville, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as "City"), and Bright Spaces, LLC (Limited Liability Corporation) hereinafter referred to as ("CONTRACTOR").

WITNESSETH:

Upon the terms and conditions hereinafter set forth, the City has requested and CONTRACTOR has agreed to furnish the City with services as set forth in this contract. The City and CONTRACTOR agree as follows:

A. TERMS AND CONDITIONS:

1. CONTRACTOR shall provide services to support resident clean energy adoption and reduction of carbon emissions as set forth more explicitly in **Exhibit A**.
2. The term of this contract shall be from August 10, 2023 until project is complete.
3. The City will compensate the CONTRACTOR a maximum amount of \$43,500. The CONTRACTOR shall bill the City on a quarterly basis. If the contract exceeds the aforementioned threshold, the City must amend or renew the contract in accordance with all applicable City policies.
4. The CONTRACTOR shall provide a timekeeping record of all services rendered and description of the duties performed. All documentation of services rendered shall be submitted to the City of Asheville for review and payment of services. These invoices shall be submitted on a quarterly basis. The City shall pay all invoices within thirty (30) days of submittal.
5. Any employees furnished by CONTRACTOR, pursuant to this contract, will be employees of CONTRACTOR, an independent contractor. CONTRACTOR will maintain complete control over the employees' conduct and will disburse all payrolls, taxes, licenses, insurances, uniforms and all other expenses incurred by CONTRACTOR in performing the terms of this contract.
6. **INSURANCE:** The CONTRACTOR agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability, automobile liability, and excess coverage with at least the minimum limits shown below. The CONTRACTOR shall furnish the City with certificates of insurance for each type of insurance described herein, with the City listed as Certificate Holder and as an additional insured on the CONTRACTOR's general liability policy. In the event of bodily injury, property damage, or financial loss caused by CONTRACTOR's negligent acts or omissions in connection with

City of Asheville Service Contract #92400160

CONTRACTOR's services performed under this Agreement, the CONTRACTOR's Liability insurance shall be primary with respect to any other insurance which may be available to the City, regardless of how the "Other Insurance" provisions may read. In the event of cancellation, substantial changes or nonrenewal, the CONTRACTOR and CONTRACTOR's insurance carrier shall give the City at least thirty (30) days prior written notice. No work shall be performed until the CONTRACTOR has furnished to the City the above referenced certificates of insurance and associated endorsements, in a form suitable to the City. Upon request, the CONTRACTOR shall provide the City copies of their insurance policies.

Commercial General Liability: \$1,000,000 per occurrence

Auto Liability: \$1,000,000

Excess Liability: \$1,000,000

Certificate of Insurance lists City of Asheville, PO Box 7148, Asheville, NC 28802, as Certificate Holder.

7. CONTRACTOR shall indemnify, defend, and hold harmless the City and its subsidiaries, divisions, officers, directors and employees from all liabilities, losses, costs, claims, damages, expenses, attorney fees, judgments and awards that are proximately caused by the negligent acts or omissions of the CONTRACTOR or any employee, agent or assign of the CONTRACTOR. The Contractor shall comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated thereunder. The Contractor hereby agrees to indemnify the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the Contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with provisions of the ADA or the rules and regulations promulgated thereunder. **Nothing herein shall be construed as a waiver on the part of the City to any defense of any claim, including, but not limited to the defense of governmental immunity.**
8. The CONTRACTOR shall be properly licensed and skilled in his/her respective trade.
9. CONTRACTOR shall comply with all state, federal or local laws, or ordinances, codes, rules or regulations governing performance of this Agreement, including but not limited to, equal opportunity employment laws, O.S.H.A., minimum wage and hour regulation, North Carolina State Building Code regulations and immigration laws.
10. CONTRACTOR shall maintain all fiscal records relating to this Agreement in accordance with Generally Accepted Accounting Principles, and shall maintain any other records pertinent to this Agreement in a manner so as to clearly document Contractor's performance. The City shall have a right to access the fiscal and other records of CONTRACTOR that are pertinent to this Agreement to perform examinations and audits. CONTRACTOR shall retain and keep accessible all the fiscal and other records for a minimum of three (3) years following final payment and termination of this Agreement, or until the conclusion of any audit or controversy related to this Agreement, whichever is later.

- B. TERMINATION AND MODIFICATION:** This contract may be terminated by either party, with thirty (30) days prior written notice. Notice shall be served under this contract by registered mail, certified mail or by other means.
- C. ENTIRE AGREEMENT:** This agreement contains the entire agreement between the parties.
- D. SEVERABILITY:** Should any provision or provisions contained in this agreement be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect.
- E. GOVERNING LAW:** This contract is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina.
- F. ASSIGNABILITY:** This contract is not assignable by either party without the prior written consent of the other party.
- G. REQUIREMENTS OF CITY CONTRACTS:**
1. **CONTRACTOR** shall comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated thereunder. CONTRACTOR hereby agrees to indemnify the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of CONTRACTOR, its subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.
 2. **DRUG FREE WORKPLACE**
The City is a drug-free workplace employer. By executing this contract, CONTRACTOR certifies that they and their subcontractors shall comply with the City's Drug Free Workplace policy. This policy may be viewed at the following: [Drug Policy](#)
 3. **E-VERIFY EMPLOYER COMPLIANCE**
By executing this contract, the CONTRACTOR and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes, certify they shall comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. E-verify can be accessed via this link: <https://www.e-verify.gov/>
 4. **IRAN DIVESTMENT and ISRAEL BOYCOTT:**
City of Asheville staff are responsible for verifying that the bidder/contractor is not listed on the Iran Divestment List or the Companies Boycotting Israel Final Divestment List

published by the NC State Treasurer pursuant to N.C.G.S. 147-86.60 and 147-86.82. The City shall not contract with any company or their affiliates listed on these divestment lists.

5. ASHEVILLE BUSINESS INCLUSION POLICY

Asheville Business Inclusion Policy. The City enacted the Asheville Business Inclusion Policy to encourage participation by women and minority businesses in the public bidding process. The purpose of this outreach effort is to increase the likelihood of availability and utilization in the award of contracts. The Contractor is hereby notified that this Agreement is subject to the provisions of that Policy. The Contractor has an ongoing affirmative obligation to meet or exceed any subcontracting goals set in accordance with the ABI Policy for the duration of the Contract. Any modifications to the subcontracting plan provided to the City shall be submitted to City in writing in compliance with the [ABI Policy](#) specifications.

6. NON-APPROPRIATION CLAUSE

Notwithstanding any other provisions of this Agreement, if the City does not receive said funding for this Agreement from the City Council for any fiscal year applicable to this Agreement, then the City shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days' written notice documenting the lack of funding.

****See Seamless Doc for execution signatures****

Contract Signature Page

Council Resolution #_____ (if applicable)

IN WITNESS WHEREOF, each party has caused this agreement to be executed by its duly authorized official as of the day and year written below.

The Department Director by Written Approval conveys that this contract has been reviewed and presented for approval by the City of Asheville.

_____, DATE _____
Department Director

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____, DATE _____
Chief Financial Officer

City Manager's signature, if required

_____, DATE _____
City Manager

Bright Spaces FY24 Exhibit A Scope of Work - City of Asheville Service Contract #92400160

| Program Area | Scope of Work | Deliverables | Deliverables Timeline |
|---|---|---|-----------------------|
| Develop and Implement RFI process for local contractors | Design methodology to survey local commercial and residential electrical, HVAC, plumbing, and energy efficiency contractors to discover where gaps exist in the industry and what training or support is required to implement an electrify pilot program or other future electrification campaigns. | List of survey questions (incorporate feedback from other stakeholders), user friendly online survey form. Target number of participants 7-10. | July-Sept 2023 |
| | Develop and implement a marketing plan to encourage broad participation and equitable inclusion in the RFI. Leverage existing networks/ partnerships. Target contractors who do HVAC installs/ repair. | Track number of meetings, phone calls, and events with contractors. Track number of WBE and MBE businesses engaged with and participating in RFI. Provide print or virtual marketing materials. | July - Sept 2023 |
| | Produce report summarizing the finding of the RFI including: Existing contractor networks, what support services contractors would need to participate in an electrify program, the scope and size of the local contractor industry, available technologies/ manufacturers used, level of expertise on energy efficiency and financial incentive resources. | Report to include number of contractors, technologies deployed, market conditions, and financing available. Report to identify any gaps needed to fulfill electrify program | Oct/Nov 2023 |
| Contractor Outreach, Education, and Network Development | Develop or strengthen existing local contractor networks for the electrify pilot program and future initiatives. | Produce contractor-facing abridged RFI report as a feedback loop to contractors. Identify contractors interested in exploring new technologies, training opportunities, and interest in participating in electrify program. | Oct - Dec 2023 |
| | Based on the findings of the RFI, recruit subject area experts to facilitate targeted contractor training on electric energy efficiency technologies (particularly heat pumps) and financial incentive opportunities. | Training materials, list of participants. Target # of trainings: 3+ Target # of participants per training: 10+ | Oct/Nov 2023 |
| Consumer Outreach and Education | Assemble steering coalition including City and County staff, representation from BHPCC, NC Clean Energy Fund, Duke Trade Allies Program, GBA, and other CBOs for collaboration on program development, implementation and client referrals. | Agendas and minutes from planning meetings, track number of client referrals, program plan/ timeline | Q4 2023 |

| | | | |
|---|--|--|---|
| | Educate residents about the climate impacts, health benefits, and cost-saving potential of energy efficient technologies (particularly heat pumps). Provide locally-relevant content via info sessions and workshops, events, and print and web-based materials to meet residents where they are. Encourage marketplace participation. Collaborate with steering coalition to disseminate information. | Track number of events and number of participants at events, share print or virtual outreach materials, track how materials are being shared (i.e. print, social media) Target # of events/ info sessions: 3 Target # of social media posts: 15 Target # of flyers developed: 2 | Develop content in Oct - Dec 2023. Public-facing during first half of 2024. |
| | Design and implement interactive webpage to promote campaign. Integrate marketplace features as they evolve. | Webpage and resources available therein | Visibility in Jan - March 2024 |
| | Develop free online tool that includes a questionnaire/survey for citizens to establish baseline energy efficiency and electrification ratings. After completing questionnaire/survey, citizens will get a result that shows score or rating. Users will then be presented with a road map of how to achieve increased energy efficiency and 100% electrification score or rating. Integrate with the marketplace. | Survey questions and interactive online tool/ dashboard. Target # of participants: 50 per month after launch | Develop in Oct - Dec 2023 |
| | | | |
| Development and Implementation of Electrify Pilot Program | Develop marketplace, i.e., an interactive platform to streamline access to information (vetted contractors list, IRA incentives, clean tech, service options) and connect contractors with residents. Marketplace products and services to include: electric heat pumps, heat pump water heaters, weatherization, electrical upgrades, EVSE, and induction cooktops. | Regular reporting on progress of marketplace development; list of vetted contractors and technologies | Develop and platform user-testing in late 2023-early 2024. Public promotion and participation in spring 2024. |
| | Supply-side pilot development: vet and begin onboarding participating contractors and energy efficiency technologies for the marketplace and pilot program. Consult with technical experts as needed. | List of contractor requirements/criteria, list of vetted participating contractors and their services, onboarding training materials and list of onboarding participants. Target # of participating contractors: 7 | Fall 2023 and ongoing |
| | Incentivize contractor participation and create ongoing value proposition by offering continuing trainings/ certifications, prizes/ awards, reducing marketing costs and pre qualifying customers. | Designate certifications to offer, criteria for prizes or awards, track number of prequalified customers. | Spring 2024 and ongoing. |

| | | | |
|------------------------|--|--|---|
| | Coordinate with partner(s) offering financing programs for heat pumps/designated technologies and integrate any processes, procedures, or technology needed with their financing platform. Coordinate with energy office and implement any processes, procedures, or technology needed to facilitate rebate program. | Inclusion of financing options and rebate opportunities in the marketplace. Target # of financed projects: 50 | Fall/winter 2023 and as resources become available. |
| | Work with industry partner(s) to provide free or subsidized, no-obligation evaluations for LMI residents. | List of residents receiving energy audits, audit reports Target # of energy audits: 40 | Q4 2023- Q1 2024 |
| | Convene manufacturers, suppliers, local contractors and users to a showcase event designed to excite and inform citizens about the vision and specific applications for electrifying everything in their homes and properties. Co-host event with other local CBO's (GBA, LOS, Green Bank). | List of participating contractors, Report estimated attendances, Target # of participating contractors: 5 Target event attendance: 300 Marketplace registrations generated from event: 50+ | June 2024 |
| | Monitor, inspect, and propose measures to improve the program to ensure that products, contractors, and services meet quality standards. Manage feedback from participating clients and contractors. Coordinate an in-home follow-up inspections for each preferred contractor. | Document customer feedback. Reports from in-home inspections. Target: In-home inspections for 10% of inspections Target: respond to 90% of all customer feedback within 2 business days | June 2024 |
| | | | |
| General Contract Admin | Prepare quarterly invoices including support documentation. | invoices and support documentation | ongoing |
| | Provide quarterly reports with metrics and evaluation of program to date. | quarterly reports | ongoing |
| | Organize best practices and lessons learned to share with other local governments seeking to replicate similar electrification campaigns. | create roadmap | June 2024 |

LIMITED LIABILITY CORPORATION (LLC) FORM

BY: Don Moreland
Name of Limited Liability Corporation: Bright Spaces LLC dba Solar Crowdsources

Signature: [Signature]
Member/Manager: Don Moreland

STATE OF Georgia
COUNTY OF Cherokee

I, Debra Williams, a Notary Public for said County and State do hereby certify that
Don Moreland, Member/Manager of Bright Spaces, a limited liability company,
personally appeared before me this day and acknowledged the due execution of the foregoing instrument on
behalf of the company.

Witness my hand and notarial seal this 23 day of August, 20 23



[Signature]
Official Signature of Notary

Debra L. Williams
Notary's Printed or Typed Name

Notary Public

My Commission Expires: 1/31/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|--|--|
| PRODUCER FOCUS INSURANCE SERVICES LLC 1300 Sawgrass Corporate Parkway Suite 300 Sunrise FL 33323 | CONTACT NAME: Chubb Customer Service Center PHONE (A/C, No, Ext): (866) 972-2727 E-MAIL: Chubbcscc@chubb.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ACE Property And Casualty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | FAX (A/C, No): NAIC # 20699 |
| INSURED BRIGHT SPACES 515 WATER TANK RD CANTON GA 30115-6209 | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | SERGAD018255863N | 08/25/2023 | 08/25/2024 | EACH OCCURRENCE \$ 1,000,000 |
| | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 | | | | | | |
| | MED EXP (Any one person) \$ 5,000 | | | | | | |
| | PERSONAL & ADV INJURY \$ Included | | | | | | |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | SERGAD018255863N | 08/25/2023 | 08/25/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | BODILY INJURY (Per person) \$ | | | | | | |
| | BODILY INJURY (Per accident) \$ | | | | | | |
| | PROPERTY DAMAGE (Per accident) \$ | | | | | | |
| | | | | | | | Occurrence/ Aggregate \$ ncl w/in GL Limits |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | Y | Y | UMBGD018255743N | 08/25/2023 | 08/25/2024 | EACH OCCURRENCE \$ 1,000,000 |
| | AGGREGATE \$ 1,000,000 | | | | | | |
| | \$ | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
| | | | | | | | E.L. EACH ACCIDENT \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The insurance afforded by the policies described herein is subject to all terms, exclusions, and conditions of such policies. City of Asheville is listed as Additional Insured - Other Persons or Organizations Pursuant to Contract or Agreement, including (Primary Provision) Primary and Non-Contributory and a Waiver of Subrogation Required by Contract as per the terms and conditions of the Chubb Business Owners Liability Enhancements Endorsement (BOP47635a, or its equivalent) included in the policy.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|---|
| City of Asheville P.O. Box 7148 Asheville, NC 28802 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Wanona Roderick</i> |
|---|---|

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City of Asheville's Review of NC State Treasurer's Divestment Lists

Contract ✓

Direct Payment/Check Request (For Invoices over \$1,000 and under \$5,000 without a PO or Contract)

Bid/RFP/RFQ Number:

Contract Number: 92400160

Name of Vendor or Contractor: Bright Spaces, LLC

Iran Divestment Act (IDA) required by N.C.G.S. 147-86.60 and Divestment from Companies Boycotting Israel required by N.C.G.S. 147-86.82

As of the date listed below, the vendor or contractor named above is not listed on the Iran Final Divestment List or the Companies Boycotting Israel Final Divestment List published by the State Treasurer pursuant to N.C.G.S. 147-86.60 and 147-86.82.

The undersigned hereby confirms that he or she has acknowledged the vendor or bidder named above is not on the NC Treasurer's Iran Final Divestment List or the Companies Boycotting Israel Final Divestment List as of this date.

Please type in your Name, Title, Department, and Date in the space below

Kiera Bulan, Sustainability Program Manager, Sustainability Department - 8/29/2023

Notes to persons signing this form:

N.C.G.S. 147-86.60 prohibits local governments from contracting with a company included on the Treasurer's Iran Final Divestment List. N.C.G.S. 147-86.82 prohibits local governments from contracting with a company included on the Treasurer's Companies Boycotting Israel Final Divestment List. Review of these lists is required at the following times:

- When a contract is entered into
- When a contract is renewed or assigned

This form is not required for any inter-governmental agency agreements.

This form is required for all contracts and all direct payments over \$1,000.

The State Treasurer's Iran Final Divestment List, Iran Parent and Subsidiary Guidance, as well as Other Divestment Policies, and Companies Boycotting Israel Final Divestment List can be found on the State Treasurer's website (Divestment and Do-Not-Contract Rules page) and will be updated annually.

Iran Divestment Act (IDA) and Divestment from Companies Boycotting Israel Review

*Temporary electronic use. No physical signature required.



Kiera Bulan <kbulan@ashevillenc.gov>

COI

Don Moreland <don@solarcrowdsource.com>
To: Kiera Bulan <kbulan@ashevillenc.gov>

Tue, Aug 29, 2023 at 11:08 AM

Kiera,

I have reviewed the updates in Section 6 and 7 of the Terms and Conditions, and attest to these updated sections being incorporated therein and made a part of the agreement.

Thank you,
Don

Don Moreland
Founder, Solar Crowdsource



www.solarcrowdsource.com

[Quoted text hidden]

WCAG agreement

2 messages

Kiera Bulan <kbulan@ashevillenc.gov>

Tue, Sep 5, 2023 at 4:43 PM

To: Don Moreland <don@solarcrowdsource.com>

Dear Don & Bright Spaces Team,

Our team is requesting that we get contractor assurance that the developed webpage will consider web content accessibility guidelines (WCAG) in the platform and webpage design. With particular attention to header structure and color contrast among other feature design we hope your design team can work to avoid unintended accessibility barriers. We're looking for your assurance that throughout the development process Bright Spaces platform and content developers will do what is needed to assure the website is in conformance to WCAG 2.0 AA or 2.1 AA.

We are hoping that this is something that is already on your radar and/or is an easy addition with your design team. Not having express assurance and incorporation of WCAG in the web design exposes us to liability and can prevent some in the community from being able to use the developed resource. We understand that many (most) vendors are building accessibility into their platforms and hope this is already the case for you. If not, we hope you understand and can attest to your ability to consider WCAG compliance requirements in website and asset design.

The City of Asheville prioritizes accessibility and values our contractors' ability to meet compliance guidelines. Please let me know if you have any questions and/or provide your written WCAG compliance assurance.

Thank you!

Kiera Bulan, she/her/hers
Sustainability Program Manager
Sustainability Department

P: 828-620-0664

Pronouns: she/her/hers

E: kbulan@ashevillenc.gov

www.ashevillenc.gov/green

Don Moreland <don@solarcrowdsource.com>

Wed, Sep 6, 2023 at 9:40 AM

To: Kiera Bulan <kbulan@ashevillenc.gov>

Kiera,

Please allow this email to confirm that Bright Spaces will obtain contractor assurances that the developed website will consider web content accessibility guidelines (WCAG) in the platform and webpage design.

Thank you,
Don Moreland
Founder, Solar Crowdsourcing



www.solarcrowdsourcing.com

[Quoted text hidden]

Contract # 92400160

Vendor BRIGHT SPACES, LLC

Description services to support resident clean energy

Contract Signature Page

Council Resolution # n/a (if applicable)

IN WITNESS WHEREOF, each party has caused this agreement to be executed by its duly authorized official as of the day and year written below.

The Department Director by Written Approval conveys that this contract has been reviewed and presented for approval by the City of Asheville.

eSigned via SeamlessDocs.com
 09-01-2023
Key: dd19028545a54512411bc48d7bd171b39

Department Director or Designee

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

eSigned via SeamlessDocs.com
 09-01-2023
Key: be3e33ced0803efaae4c95aa95d2d4b4

Chief Financial Officer or Designee

City Manager's Office Signature
CITY OF ASHEVILLE

BY: eSigned via SeamlessDocs.com
 09-01-2023
Key: a50dce3eee13d05f4790efdb8b5a27827

City Manager

This page was prepared and routed by: SA 09-01-2023