



# 2019 Program Manual

## Open Small Business Program



## TABLE OF CONTENTS

Program Overview .....	1
Program Description .....	1
Program Goals .....	2
Participating Contractor Benefits .....	2
Customer Benefits .....	2
Program Incentive Rates .....	3
Program Management and Contacts .....	3
Program Dates .....	3
Program Roles & Responsibilities .....	3
Program Eligibility .....	6
Customer Eligibility .....	6
Participating Contractor Eligibility .....	6
Measure Eligibility .....	6
Savings Calculations and Verification .....	8
Program Processes .....	8
Program Implementation and Delivery .....	8
Customer Proposal Process .....	9
Incentive Payment Process .....	11
Contractor Process Workflow .....	12
Quality Management System .....	13
Limits on Participation .....	13
Program Non-Conformance .....	13
Program Contact Information .....	15
Disclaimers .....	16
Appendices .....	17

## PROGRAM OVERVIEW

### PROGRAM DESCRIPTION

Open is a market transformation program designed to offer contractor and customer education on energy efficiency technologies. The program aims to equip participating contractors with the tools they need to succeed in generating revenue from projects in the small business market and offer generous incentive rates needed to encourage small businesses, as defined on Page 8 under customer eligibility, to install energy efficient products such as high efficiency lighting and refrigeration measures. The program overcomes market barriers by providing substantial incentives to help pay for energy efficiency upgrades. In addition, Open connects customers with participating contractors that are qualified to provide design and installation services for energy efficient technologies and give customers any additional technical support to make them comfortable with the implementation of efficiency measures in their facilities.

TNMP has selected CLEAResult (Implementer) to serve as the program implementer for Open. The Implementer will conduct outreach to potential participating contractors for this program.

The program is designed in a contractor direct install model that enables market transformation to occur at the contractor and customer level. Trained contractors are provided with a Mobile Field Tool Application (Field Tool) that empowers them to engage with customers and streamline program participation.

To participate in the program, eligible contractors must use the Mobile Field Tool Application to submit projects for eligible lighting, refrigeration and direct install measures. No Customer Proposals for lighting measures will be accepted that were not generated by the Field Tool. All additional measures in the Measure Eligibility section will be reviewed and accepted through coordination of the Implementer and Participating Contractor. The Field Tool will enable participating contractors to:

- Perform facility surveys for eligible lighting, refrigeration and direct install measures
- Generate Customer Proposals
- Obtain electronic customer signature
- Submit Customer Proposal to reserve program funds (pending customer and program approval)
- Track project and incentive status

The program focuses on educating and training participating contractors to provide customer support and will provide direct customer assistance as needed.

The program is designed uniquely for the small business market. This is a program intended to introduce energy efficiency to TNMP small business customers while providing substantial economic benefits to them. This program uses an expedited, simple solution appropriate for engaging contractors and nonresidential customers in energy efficiency projects. The program targets cost-effective equipment retrofits that replace inefficient technologies with high efficiency technologies. Pairing this approach with performance based incentives, described in the Incentive Rate section, allows the program to reduce customer project costs enough to engage small businesses in energy efficiency project installation.

Streamlined incentive application, verification and quality control processes are employed to facilitate ease of participation and minimize the time required for incentive payment. The program partners with contractors and equips them with the tools necessary to improve their business while also being a resource to drive projects into the program.

### 2019 PROGRAM GOALS

Open is a market transformation program devised to achieve peak demand and energy savings by providing qualified contractors the direct support, tools, and training necessary to drive energy efficiency among small businesses within the TNMP service territory.

	2019 kW Goal	2019 kWh Goal
TNMP	450	2,000,000

These goals will be met primarily through the installation of lighting and refrigeration measures in TNMP’s service territory, as well as other measures as appropriate for customer facilities. See Measure Eligibility section for a list of measures that are eligible for program incentives.

### PARTICIPATING CONTRACTOR BENEFITS

There are many benefits for contractors participating in the program including incentive levels that offer inroads into the small business sector, incentives that are paid directly to the contractor, training opportunities and free access on the Field Tool Application.

The Field Tool Application is a valuable software tool developed for use within this program. It is currently configured to validate customer eligibility, collect existing and new equipment information for eligible measures, collect an electronic customer signature and submit Customer Proposals electronically. It can also be used by participating contractors to track the status of their projects and incentive payments. See Participating Contractor Eligibility for more information on how participating contractors can access the Field Tool App.

### CUSTOMER BENEFITS

The program seeks to help small business customers with high energy use by providing them with access to technical knowledge on energy assessments and financial incentives to improve the energy efficiency of their buildings. The program connects customers with participating contractors to provide assistance and perform lighting, refrigeration, and other energy efficiency installations. Participating contractors will work with each customer to identify their specific obstacles to adopting more energy efficient equipment or practices. Participating contractors will provide technical support to help customers identify and evaluate energy efficiency opportunities in order to determine which projects are viable. Participating contractors will also educate customers on energy efficient technologies and the technical criteria and non-technical considerations (aesthetics, maintenance impacts) to contemplate when selecting a product.

## PROGRAM INCENTIVE RATES

Incentives are paid to contractors based upon the estimated demand reduction resulting from qualified installations. The Program will pay the below \$/kW reduced for customers with maximum peak demand of ≤150. Incentive will be capped at 80% of the total project cost.

Measure Type	Program Incentives	Limitations
<b>Lighting*</b>		
Tube Lamps	\$650/ peak kW reduced	-Incentive cannot exceed 80% project cost -LED TUBE in the tool
Troffer Full Fixture Replacement**	\$700/ peak kW reduced	-Incentive cannot exceed 80% project cost -LED TROF in the tool -Must be listed as full fixture on verification website (DLC, ES, etc) -Troffer incentive rate limited to 40% of the total program budget
LED fixtures	\$650/ peak kW reduced	-Incentive cannot exceed 80% project cost - LED FIXT in the tool
LED screw in	\$550/ peak kW reduced	-Incentive cannot exceed 80% project cost -LED SCRW in the tool
<b>Refrigeration</b>	\$700/ peak kW reduced	Incentive cannot exceed 80% project cost
<b>Direct Install</b>		
Pre-Rinse Spray Valves	\$140/ unit	Incentive 100% project cost, up to \$140/unit
<b>HVAC</b>	\$550/ peak kW reduced	Incentive cannot exceed 80% project cost
<b>Other Measures ***</b>	Subject to approval	

\* Incentives for retrofits of T12/T8 Troffer fixtures. The category your retrofit falls under depends on how the fixture Model number is currently listed on the verification websites (DLC, Energy Star, Lighting Design Lab, LED Lighting Facts). Retrofit kits will fall under “All Other Lighting”.

\*\* Troffer full fixture incentives are capped at 40% of the overall incentive budget for this program.

\*\*\* Subject to Program approval.

## PROGRAM MANAGEMENT AND CONTACTS

The first contact for program information for participating contractors and customers is the Implementer:

CLEARresult  
 TNMP Open  
 Phone: 1-855-496-3857  
 Email: [tnmp@clearesult.com](mailto:tnmp@clearesult.com)

## PROGRAM DATES

The program year runs from February 1, 2019 to November 30, 2019, or until the incentive budget is depleted.

- Program Year Start Date: February 1, 2019
- Project Completion Due Date: The program will pay the participating contractor for documented usage reduction produced from eligible energy efficiency measures that are completed no later than 60 days past the date of the signature on the Customer Proposal, or by **November 30, 2019**, whichever is earlier.

## **PROGRAM ROLES & RESPONSIBILITIES**

### PROGRAM SPONSOR (TNMP):

TNMP is responsible for

- Authorizing and issuing incentive payments for completed projects
- Selection and oversight of the Implementer

### IMPLEMENTER:

CLEARresult was selected by TNMP to serve as the Implementer for Open. The Implementer is responsible for:

- Conducting and/or assigning formal on-site pre- and post-installation inspections of eligible projects to approve kW and kWh savings and incentive amounts
- Conducting outreach to potential participating contractors
- Educating customers and providing technical assistance including identification of energy efficiency projects
- Approving eligibility and enrollment for customers
- Reviewing and approving Customer Proposals
- Oversight and training of participating contractors

### PARTICIPATING CONTRACTOR:

To participate in TNMP Open, participating contractors will be asked to fulfill the following Program requirements:

- Commit to the terms of the Open Participating Contractor Agreement (Appendix E)
- Conduct a comprehensive facility survey with the Field Tool Application, or appropriate calculator
- Conduct facility surveys to identify energy efficiency projects that are eligible for incentives
- Educate customers and provide technical assistance during identification of energy efficiency opportunities
- Provide customers with Customer Proposals using the Field Tool Application, or appropriate calculator
- Obtain signed Customer Proposals and submit them to the Implementer
- Schedule and conduct installations
- Provide installations at qualifying customer facilities in the TNMP service territory according to the Customer Proposal provided within 60 days of the date on the Customer Proposal
- Install products that comply with the Product Quality Requirements included in Appendix A
- Submit all required pre and post documentation to Implementer
- Ensure excellent professional customer service for the facility survey and project installation
- Notify Implementer of project completion within 24 hours of installation
- Submit project invoice upon completion to Implementer after invoice
- Provide Implementer with feedback on the program

### CUSTOMER:

Customers will be asked to:

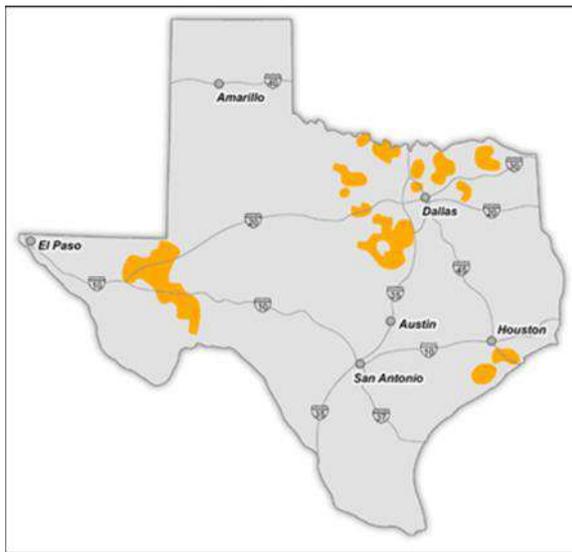
- Sign the Customer Proposal and commit to installation in order to reserve incentives
- Provide documentation, including but not limited to an ESI ID, necessary to verify TNMP provides electric service

- Provide access to project facilities both before and after project completion for inspection of the baseline and post-retrofit condition
- Pay any remaining project cost to the participating contractor after program incentives have been applied to the project once installation is complete. This amount is identified as 'customer cost' on the Customer Proposal

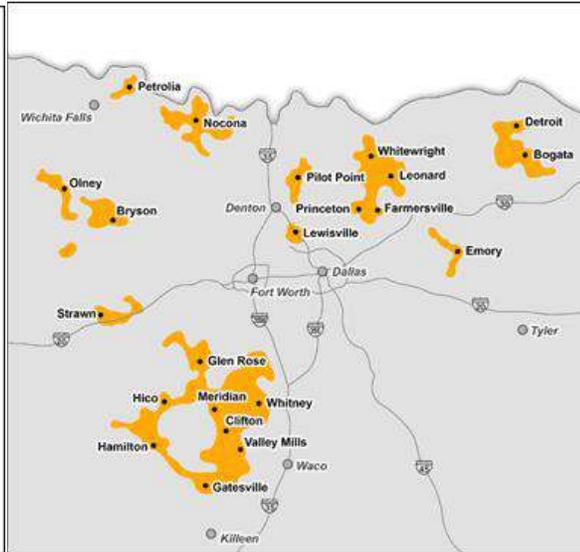
## PROGRAM ELIGIBILITY

### CUSTOMER ELIGIBILITY

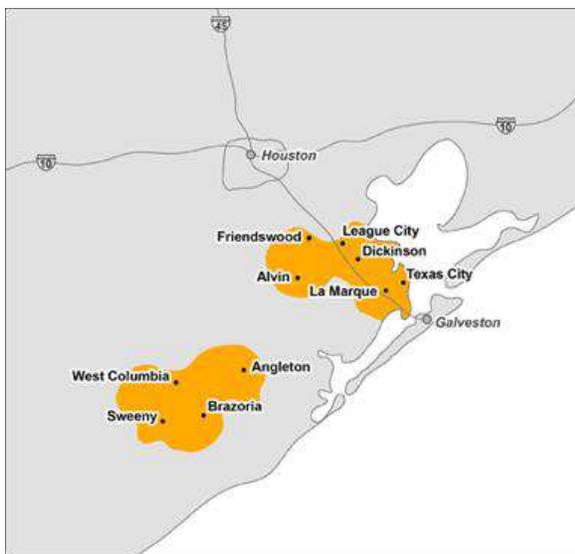
The program is offered to valid TNMP non-residential distribution customers who have a maximum peak demand usage of  $\leq 150$  kW at any one facility, or a total demand  $\leq 250$  kW at all facilities owned by the same customer within the Texas service territory. Customers exceeding this limit would be eligible to participate in TNMP's Commercial Solutions program. For the purposes of this program, a "Partner" is defined by a single Tax ID number.



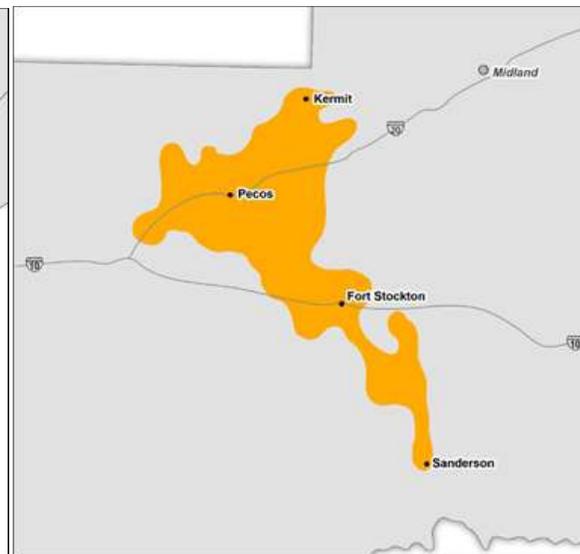
TNMP Territory Map



TNMP North



TNMP Gulf



TNMP West

### PARTICIPATING CONTRACTOR ELIGIBILITY

Any contractor who submits a completed and approved Participating Contractor Agreement and agrees to fulfill the role of the participating contractor as laid out in Roles and Responsibilities may participate in the Program. To view contractor eligibility requirements, reference the Participating Contractor Agreement in Appendix E.

Participating contractors have the responsibility to use the Proposal App that was designed for use with this program. Access and training on the Proposal App will be as follows:

- The tool will be provided at no cost to participating contractors
- After submitting necessary paperwork to become a participating contractor, they will attend training on effective use of the Proposal App. Instructions for accessing the Proposal App will be provided during this training
- The Proposal App can be installed on a PC, notebook, Android device, Windows mobile platform, or an iOS enabled device
- If for any reason the participating contractor loses the right to participate in the program, the Proposal App will be remotely deactivated

## MEASURE ELIGIBILITY

TNMP offers incentives for the following measures:

All eligible measures must comply with QAQC eligibility requirements documented in Appendix A.

<b>Eligible Deemed Savings Measures</b>	
<b>Lighting Efficiency</b>	<ul style="list-style-type: none"> <li>• Linear Fluorescent lamp and ballast replacements</li> <li>• High-intensity discharge (HID) fixture replacements</li> <li>• LED interior / exterior lamps / fixtures (See Appendix A for eligibility requirements)</li> </ul>
<b>DX Air Cooled Equipment</b>	<ul style="list-style-type: none"> <li>• Unitary air conditioner</li> <li>• Unitary heat pumps</li> </ul>
<b>Water Chilling Equipment (Chillers)</b>	<ul style="list-style-type: none"> <li>• Screw – air cooled</li> <li>• Reciprocating – air cooled</li> <li>• Reciprocating – water cooled</li> <li>• Rotary/screw/scroll – water cooled</li> <li>• Centrifugal – water cooled</li> </ul>

**Building Envelope**

- Roofing

**Refrigeration**

- Solid & Glass Door Reach-Ins
- Electronic Defrost Controls
- ECM Evaporator Fan Motors
- Evaporator Fan Controls
- Cooler Night Covers
- Strip Curtains
- Zero-Energy Doors
- Door Heater Controls

**Food Service Measures**

- Electric Convection Ovens
- Electric Combination Ovens
- ENERGY STAR® Dishwashers
- ENERGY STAR® Steam Cookers
- ENERGY STAR® Fryers
- ENERGY STAR® Hot Food Cabinets
- Vending Machine Controls
- Pre-Rinse Spray Valves

**Lighting & HVAC Controls**

- VFDs on Air Handlers
- Day Lighting Controls
- Occupancy Controls (Lighting & HVAC)
- Rotary/screw/scroll – water cooled

Texas energy efficiency programs also provide incentives for qualified outdoor lighting measures, which result in **winter peak period** energy savings. Most commonly, this includes exterior lighting that operates throughout the night (dusk to dawn). Typical dusk-to-dawn exterior lighting applications include parking lots, streetlights, gas station canopies, security lighting (e.g. wall packs), decorative post top fixtures, and landscape lighting.

TNMP offers the following incentives based on peak electric demand:

- For qualified “small business” customers ( $\leq 150$  kW) incentives paid out based off the Table on Page 3.
- A participating contractor may submit one Customer Proposal per property
- A participating contractor may agree to install additional measures; however only installed measures that meet the requirements of the program will receive incentives
- Costs in excess of the incentive amount, costs related to any measure not on the prescribed list, and costs for any measure on the prescribed list that exceed the program project cap are the responsibility of the customer
- Customer Proposals are accepted until 1) all funding is submitted 2) the program completion date comes to pass, or 3) the program is discontinued for any reason. The incentive is payable upon the verified completion of the project (as described in the Customer Proposal). The process for oversubscription is included in the Limits on Participation section
- Program incentives will be paid directly to the participating contractor after the project is completed, documented and verified (post-inspection is required). Checks will be issued within 30 days of project verification
- No participating contractor has an unconditional entitlement to program incentive funds

## SAVINGS CALCULATIONS AND VERIFICATION

The program will provide inspections, deemed savings calculations, and other verification activities.

M&V procedures will vary in detail and rigor depending on the measures installed. For each installed measure, the chosen procedures will depend upon the predictability of equipment operation, the availability of evaluation data from previous programs, and the benefits of the chosen M&V approach relative to its cost.

All lighting products installed that receive program incentives must meet the Lighting Product Quality Requirements provided in Appendix A.

All projects submitted by each participating contractor may be subject to a pre-inspection to verify:

- Correct facility type
- Existing equipment type and number of units/fixtures
- Recommended measures
- Customer satisfaction

All projects installed may be subject to a post-inspection to verify:

- Installed new equipment type and number of units/fixtures
- Quality of installation
- Operating hours reported in survey
- Customer satisfaction

---

## Program Processes

### PROGRAM IMPLEMENTATION AND DELIVERY

Key elements of the program implementation strategy include:

- Trade ally recruitment and training: The program will recruit and train contractors to perform facility surveys, identify potential lighting projects and/ or other energy efficiency opportunities. Recruited Contractors will be required to participate in a program orientation session regarding program incentives, participation processes and requirements, and use of the Field Tool Application
- Customer recruitment: Customers will be recruited through outreach conducted by the Implementer and participating contractors
- Technical assistance: The Implementer will guide customers and participating contractors through the participation process to maximize knowledge of program processes and requirements and to overcome barriers to participation. Where needed, the Implementer will also provide technical assistance to customers to identify and implement cost-effective energy efficiency measures

- QA/QC review: Customer Proposals will be subject to a quality assurance review by program technical staff to ensure accuracy of savings and incentive calculations
- Project verification: TNMP and the Implementer reserve the right to site-verify installations prior to project approval. All projects may receive a post-inspection by the Implementer prior to incentive payment

## **CUSTOMER PROPOSAL PROCESS**

Once a participating contractor has been approved for the program, the participating contractor may begin submitting projects via the Field Tool Application for approval. Project approval by the Implementer is required before incentive funds are reserved.

Below is a step-by-step process by which a participating contractor may identify a project opportunity and have it accepted into the program with financial incentives reserved. The incentive for a project is paid following this process:

- Qualifying Participant Verification
- Facility Assessment
- Signed Customer Proposal
- Pre-Installation Inspection (if required) or Pre Photo Authorization
- Project Approved / Incentives Reserved
- Project Installation
- Project Completion Notice
- Post-Installation Inspection (if required) or Post Photo Verification
- Incentive Payment

## **PROJECT IDENTIFICATION**

Participating contractors conduct facility surveys for qualified small businesses. Qualified small business customers that wish to move forward with the program are then asked to sign the customer proposal. Upon receipt of a signed Customer Proposal, the Implementer will review the Customer Proposal for completeness and eligibility. The Implementer may deny approval of a Customer Proposal for a variety of reasons, including, but not limited to:

- The Customer Proposal is incomplete
- The Customer Proposal is received after all funding has been reserved by other participating contractors
- The participating contractor fails to meet program requirements
- The participating contractor fails to submit the required supporting documentation
- The participating contractor is found to have made material misrepresentations in the Customer Proposal
- The participating contractor fails to comply with applicable federal, state and local laws and regulations. Specifically, if participating contractor's status changes after initial qualification and enrollment

If the Implementer denies approval of a Customer Proposal, the Implementer will follow up with the participating contractor to request specific information or recommend specific steps to revise the Customer Proposal. The participating contractor can submit the revised Customer Proposal and the Implementer will consider it for approval by the date the new submission is received.

The participating contractor will follow up with qualified small businesses that accept surveys but do not move ahead with projects. Qualified small businesses are expected to exert their best efforts to submit and complete viable projects. The program is not intended to simply provide assessments and customer education. It is intended to stimulate the installation of improvement projects that result in verifiable energy savings for customers, provide business for participating contractors, and add to local economy.

### PRE-INSTALLATION INSPECTION

The Implementer will send an inspector to the site or sites to perform a pre-installation inspection (if required) and then notify the customer stating that incentive funding has been reserved for the project(s). A pre-installation inspection must pass before any installation work can begin. If pre-installation inspection fails, the Customer Proposal will be reviewed and updated to depict corrections.

If pre-inspection is not required, photo documentation will be used to validate and authorize project for construction. Participating contractors are required to submit photos for all eligible projects, regardless of inspection status.

Incentives are subject to availability and reservation. In order to receive incentives from the program, participating contractors must first reserve incentives by completing and submitting a signed Customer Proposal for each individual project. The Implementer will review submitted Customer Proposals and approve eligible projects for an initial incentive reservation. The Implementer will update the participating contractor if any significant changes are made to the incentive amount reserved for their projects. For more information, please see the “Limits on Participation” section below.

### PROJECT INSTALLATION

Upon completion and written approval of the pre-installation inspection, the participating contractor proceeds with the project installation. Participating contractor must complete the project installation within 60 days of the proposal submission and notify the Implementer immediately of any and all changes to the project scope, equipment selection, or timeline during installation.

### PROJECT COMPLETION NOTICE

After the project has been installed, the participating contractor will notify the Implementer of the project’s completion as soon as possible in order to arrange a post-installation inspection of the project. The participating contractor is expected to work with the Implementer to confirm (and update if necessary) the supporting documentation that accompanied the approved Customer Proposal for the now completed project.

### POST INSTALLATION INSPECTION

Once the project is completed, the Implementer schedules a post-installation inspection (if required). Using the most recent project documentation, a program inspector will visit the site or sites to verify the equipment has been replaced as indicated. The participating contractor may provide a knowledgeable representative to accompany the inspector on the post-installation inspection.

If project is not selected for post inspection, photo documentation will be used to verify completion of project as indicated on the proposal. Participating contractors are required to submit photos for all completed projects, regardless of inspection status.

## INSPECTION POLICY

The Implementer will pre and post inspect 100% of the first five projects submitted by a contractor. Once a contractor successfully passes the initial set of five inspections, an ongoing QC inspection process of 20% of the total projects installed, proportionate to contractor project volume, will be implemented.

In addition to inspections, 100% of all projects require the contractor to provide material invoices and pre and post install photos. If a contractor is observed repeatedly failing inspections, or not meeting customer satisfaction requirements, a three strikes policy consisting of an initial notification, increased inspection rates and correction, probation, and finally program exclusion will be implemented.

## PROJECT DOCUMENTATION

In addition to inspections, contractors are required to provide the following documentation for 100% of all projects

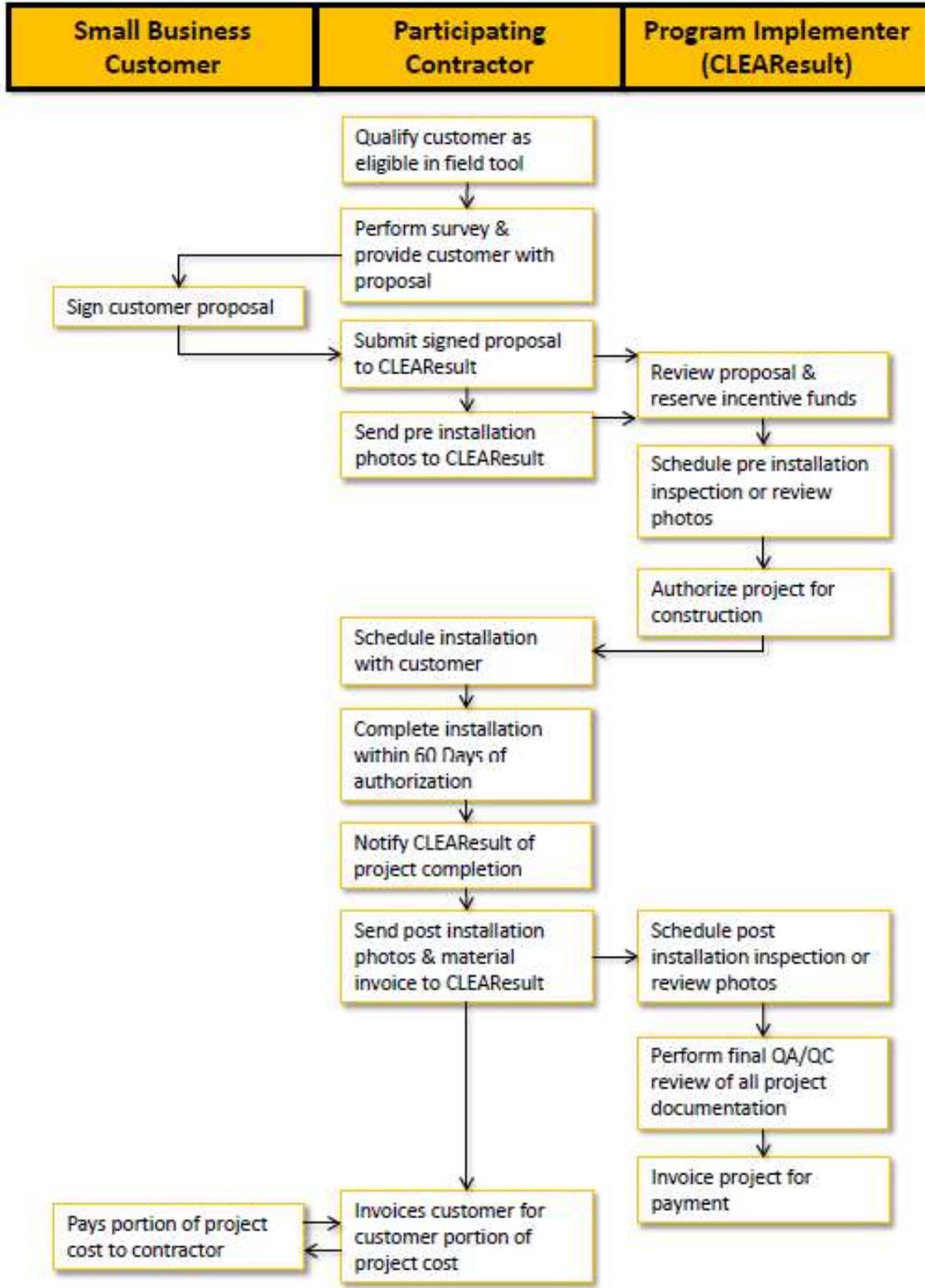
- Pre Photos
  - Overall room photos
  - Existing installed fixtures
  - Wattage of all existing lamps
- Post Photos
  - Overall room photos after installation is complete
  - Replacement fixtures installed
  - Wattage & Model number of replacement fixtures
- Material Invoices – showing quantify and model number of efficient fixtures

*See Appendix A for more details*

## **INCENTIVE PAYMENT PROCESS**

Any incentives received through the program are paid directly to the participating contractor after the project is completed, verified, and a post-installation inspection is conducted. Using the results of the post-installation inspection, the Implementer will determine the eligible peak demand savings (kW) and annual energy savings (kWh/yr) for the project and determine the amount of incentives due to the participating contractor. The program is not under any obligation to provide a participating contractor with more incentives than the amount reserved by the Customer Proposal for any project, even if the participating contractor achieves greater energy savings by the project than were estimated. However, if budget is still available when a project achieves greater energy savings than estimated, the Implementer has the option to pay the participating contractor more than the amount reserved, up to the incentive calculated by the achieved energy savings. For additional details on how incentive payments are determined, scheduled, and paid, please see the “Measure Eligibility” section in this manual.





## QUALITY MANAGEMENT SYSTEM

### Quality Assurance

#### Program Process Trainings (QA)

- The participating contractor will perform an initial survey to identify energy efficiency opportunities. The participating contractor will work with the customer to identify cost-effective upgrades based on the survey findings and their specific needs
- Participating contractors will be educated about the program's process for identifying and incentivizing energy efficiency projects

#### Customer Proposal Review (QA)

- Customer Proposals are reviewed and verified by the Implementer

### Quality Control

#### Post-Installation Inspections (QC)

- All projects may receive a pre-inspection. All projects may receive a post-inspection. Any issues noted during the inspections will be discussed with the participating contractors and recommendations for program compliance will be made. Any changes in project scope identified during the post-inspection may result in an adjustment of projected savings and incentive amount

#### Customer Satisfaction Surveys (QC)

- The Implementer may conduct Customer Satisfaction Surveys

## LIMITS ON PARTICIPATION

Incentive budgets available through the program are limited and are made available to participating contractors on a first come, first served basis. In the event that incentive reservations exceed the program budget for incentives, the program is considered fully or over-subscribed. If oversubscription to the program should arise, participating contractors will be placed on a waiting list, in the order of when the Customer Proposal was received. Participating Contractors on the waiting list may be able to reserve program incentive funding if projects are cancelled and funds become available.

## PROGRAM NON-CONFORMANCE

### CUSTOMER SATISFACTION

Customers are encouraged to contact program contacts listed on page 15 to report and resolve any complaints about the program.

Receiving direct feedback from customers is an essential part the QA process. Customer feedback can help determine customer satisfaction, program compliance, and identify high and low performing contractors. Customer satisfaction feedback can result in a corrective action (see below: Addressing Non-Conformances and Failures).

### ADDRESSING NON-CONFORMANCES AND FAILURES

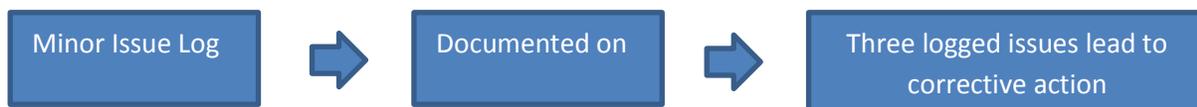
Non-conformance occurs whenever the acceptable variance for a quality indicator is not met or the installation does not measure up to the state and local building standards. The following qualify as non-conformance:

- Installed measures that do not meet industry best practices and standards
- Incorrect incentive amounts based on inspection findings
- Customer or measure eligibility issues
- Customer dissatisfaction

### CRITICAL AND NON-CRITICAL ISSUES

Critical issues will move directly to a corrective action that may include a suspension or removal from program participation.

Non-critical issues are things that do not adversely impact the kW and kWh savings and incentive calculations, but that are not accurately recorded and reported, such as equipment model numbers, will be recorded in an Issue Log. If a contractor has repetitive non-critical issues reported on the Issue Log it will be deemed as a systemic issue and will be addressed with a Corrective Action.



## **PROGRAM CONTACT INFORMATION**

For questions on program implementation including inspections, payment questions, participation questions, etc., contact:

### **TNMP**

Contact: Stefani Case

577 N. Garden Ridge Blvd.

Lewisville, TX 75067

214-222-4174

Email: Stefani.Case@tnmp.com

### **CLEARresult**

TNMP Open Program

4228 N Central Expy

Suite 350

Dallas, TX 75206

Phone: 1-855-496-3857

Email: tnpm@clearResult.com

## **DISCLAIMERS**

The selection of a participating contractor to perform work is the sole decision of the property owner, customer, and/or authorized lessee/occupant. Inclusion of a contractor in the participating contractor list for the program does not constitute an endorsement of any product, individual, or company by TNMP or the Implementer. Work performed by participating contractors is not guaranteed or subject to any representation or warranty, either expressed, implied or otherwise, by either TNMP or the Implementer. Neither TNMP nor Implementer make any guarantee or any other representation or warranty, expressed, implied or otherwise, as to the quality, cost, or effectiveness of any product(s) provided or work(s) performed by any participating contractor, any participating contractor employees, subcontractors, or supplies. Energy efficiency gains are subject to a number of variable conditions and circumstances. While it is the intent of the program to achieve energy efficiencies, neither TNMP nor Implementer warrants that any specific energy efficiency gains will be achieved for a particular customer under the program.

## APPENDICES

Appendix A	QAQC Requirements
Appendix B	Definitions
Appendix C	Frequently Asked Questions
Appendix D	Program Marketing Material
Appendix E	Participating Contractor Agreement

## QAQC REQUIREMENTS

All products installed as part of TNMP Open must meet the following Quality Requirements in order to receive program incentives.

### SUMMARY OF LIGHTING QUALITY REQUIREMENTS

- Ballast, lamp, LED product and control check have been rolled into a broader *Equipment Checks* step
- Ballast Check
  - Requirements for 8-foot T8 systems, where system efficacy (incl. ballast and lamps) must be greater or equal to 80 mean lumens per watt (MLPW)
  - CEE qualified ballast requirements now extend to ballasts running 2-foot, 3-foot, 4-ft 30W, and U-bend T-8 lamps
- Lamp Check
  - Requirements for 8-foot T8 systems, where system efficacy (incl. ballast and lamps) must be greater or equal to 80 mean lumens per watt (MLPW)
  - Requirements for 2-foot, 3-foot, U-bend, and 30W 4-foot T8 lamps as well as for 21.5"/22.5" Reduced Watt long twin tube CFL (CFT40W) lamps
- LED Product Checks, similar to ballast/lamp checks, have been added
  - Resolutions to special cases where unqualified LEDs cannot be avoided
- For 4-foot T8 system retrofits, only CEE-approved T8 lamps and CEE-approved premium efficiency ballasts qualify. Similar requirements apply to 2-foot, 3-foot, U-bend and 30W 4-foot T8 lamps and ballasts and 8-foot T8 lamps
- There are special procedures described at the end of this section for re-lamping projects

### LIGHTING PROJECT DOCUMENT REQUIREMENTS

All deemed savings projects require complete documentation of the items below, Insufficient documentation will result in reduced savings or disqualification of the project:

- Pre Installation photo documentation
  - Photo showing wattage and model of existing equipment
  - Photo of preexisting fixture installed
  - Overall room photos
- Post Installation photo documentation
  - Clear photos showing model number and wattages for all installed fixtures and ballasts
  - Photo of efficient measures installed in fixtures
  - Overall room photos of facility after installation
- Project Invoices or Shipping Receipts that contain legible part numbers and quantities for all project ballast, lamp, LED product and control equipment are required
- Signed Customer Proposal, if changes occur during the project Lifecycle a new customer signature may be required
- Other Project Information that are subject to quality control, upon implementers request
  - Fixture Counts
  - Fixture Type
  - Fixture Location
  - Building Type
  - Number of Non-Operation Fixtures

Please note the following:

- Any fixtures or areas not represented at the time of project authorization will not be guaranteed funding. If additional fixtures are added after initial authorization, contractor must provide detailed photo documentation. Any additional savings or funding garnered from this will be at the discretion of the implementer and subject to availability

## **LIGHTING PROJECT REQUIREMENTS/DEEMED EQUIPMENT REQUIREMENTS**

### **BALLAST CHECK—RETROFIT**

- Only premium ballasts will be allowed
- Only CEE- approved ballasts will be considered premium ballasts for 2-foot, 3-foot, U-bend and 4-foot T8 systems. Must be validated by Project Invoice, or Shipping Receipt or Photo documentation. Consult CEE Web site for the latest listings: <http://www.cee1.org/com/com-It/lamps-ballasts.xls>
- 8-foot T8 systems (lamp and ballast combination) must meet the total system efficacy requirements shown in the Non-CEE Specifications for T8 Lamps and Ballasts table below to be considered premium.
  - Specification sheet on all 8-foot lamps must be provided showing the part number, the mean lumens, the rated life, and the CRI; Part number must be validated by Project Invoice, or Shipping Receipt or Photo documentation.
- Project invoice or shipping receipt documentation is required to verify savings and eligibility. Legible part numbers and quantities of all installed ballasts must be included

*If invoice or shipping receipt cannot be obtained, legible photo documentation of ballast part numbers installed in field will be required for the fixtures identified.*

### **LAMP CHECK—RETROFIT**

- Only premium lamps, as defined below, will be allowed.
- 4-foot T8 Lamps: Only CEE- approved lamps will be considered premium lamps. Must be validated by Project Invoice, or Shipping Receipt or Photo documentation. Consult CEE Web site for the latest listings: <http://www.cee1.org/com/com-It/lamps-ballasts.xls>
- 2-foot, 3-foot, U-bend, 30W 4-foot, 8-foot T8, and CFT40W long twin tube CFL lamps must meet all the applicable requirements in the table below to be considered premium
  - Specification sheet on the lamps must be provided showing the part number, the mean lumens, the rated life, and the CRI; Part number must be validated by Project Invoice, or Shipping Receipt or Photo documentation
- Project invoice or shipping receipt documentation is required to verify savings and eligibility. Legible part numbers and quantities of all installed lamps must be included

*If invoice or shipping receipt cannot be obtained, legible photo documentation of lamp part numbers installed in field will be required for the fixtures identified.*

	Minimum Mean Lumens per Watt (MLPW)	Color Rendering Index (CRI)	Rated Lamp Life	(hrs)
2-foot T8 and Reduced Wattage lamps	75 MLPW*	>80	20,000	
3-foot T8 and Reduced Wattage Lamps	75 MLPW*	>80	20,000	
4-foot T8 30W Reduced Wattage Lamps	80 MLPW*	>80	24,000	
8-foot T8 Lamp and Ballast Systems	80 MLPW**	>80	18,000	
22.5" U-Bend T8 Lamps	80 MLPW*	>80	18,000	
21.5"/22.5" Reduced Watt long twin tube CFL (CFT40W)	92 MLPW*	>80	20,000	

\* Lamp Efficacy = Mean Lumens/Lamp Wattage

\*\* System Efficacy = Mean System Lumens/System Wattage; Lamp and Ballast performance taken together.

## LED PRODUCT CHECK

- Particular products or applications are subject to either ENERGY STAR or DLC, Lighting Design Labs, or Lighting Facts requirements. See LED Product Qualification Listing below for a listing of what products/applications are currently covered by what approval body and go to the appropriate link shown to see if a particular product has been approved<sup>1</sup>
- Only LEDs currently listed on the approved listings qualify for incentives
  - DLC 4.0 or more recent, any items de-listed in 2017 will not be qualified
- Project invoice or shipping receipt documentation is required to verify savings and eligibility; Legible part numbers and quantities of all installed LEDs must be included
- Legible photo documentation of LED part numbers installed in field will be required for the fixtures identified
- Resolutions to special cases where unqualified LEDs cannot be avoided on a project are provided at the end of this LED section
- LED products with insufficient documentation will be treated as unqualified LEDs and will not receive program incentives

<sup>1</sup> Products and Applications are added or dropped by these approval bodies periodically, so please check the links provided for the most up-to-date information

## LED Product Qualification Listings

### Energy Star LED Lamps (Bulbs)

<http://www.energystar.gov>

- Integral Lamps – “LED Light Bulbs”

### Energy Star LED Fixtures

<http://www.energystar.gov>

- Recessed Downlights
- Under Cabinet task lighting
- Desk task lamps

### Design Lights Consortium (DLC) LED Fixtures

<http://www.designlights.org>

- Outdoor Area/Roadway
- Outdoor Decorative
- Outdoor Wall-Mount
- Parking Garage
- Track and Directional
- Refrigerated Case-Horizontal
- Refrigerated Case-Vertical
- Display Case-Vertical
- Display Case
- 2x4, 2x2, 1x4 troffers
- Floodlights
- Retrofit Kits
- Highbay/Highbay Aisle/Lowbay
- Fuel Pump Canopy
- 4-foot Linear Replacement Lamps
- Bollards
- Wall-wash Luminaires

### Lighting Design Lab Lamps & Tubes

<http://www.lightingdesignlab.com>

- 3', 4' Linear Replacement
- LED Screw in Lamps
- Globe
- U-Bend Lamps
- HID Replacement

### Lighting Design Lab Fixtures

<http://www.lightingdesignlab.com>

- Canopy Luminaires
- Cove Lights
- Display/Refrigeration Case/Sign Lighting
- Fuel Pump Canopy
- HID Replacements
- High-bay/Low-bay (including Aisle)
- Interior Wall/Ceiling-Mounted Decorative
- Linear Luminaires (Direct)
- Linear Luminaires (Indirect/Direct)
- Linear Panels (Troffers)
- Linear Panels (Troffers) retrofit
- Outdoor Pole-Mounted Area and Roadway
- Outdoor Pole-Mounted Area
- Outdoor Wall/Ground-Mounted Luminaire
- Outdoor Wall/Ground-Mounted
- Parking Garage/Canopy Fixtures
- Parking Garage/Canopy
- Recessed, Surface and Pendant-Mounted Downlights
- Wall Wash Luminaires
- Wall Wash Luminaires (sconce)

### DOE Lighting Facts

<http://www.lightingfacts.com>

- Luminaire
- Lamp
- Retrofit Kit

## SPECIAL CASE RESOLUTIONS FOR UNQUALIFIED LEDs

- If unqualified LEDs are included in a retrofit project, options include:
  - Remove unqualified equipment and replace with qualified LED product
  - Seek qualification of the product through one of the approved options listed
  - Remove the measure item from the proposal

- In-house qualification – This option is not recommended by the Implementer's engineering services due to the costs involved (~ \$1,500/fixture), but an analysis can be performed if:
  - It is requested by a Program Manager
  - The Implementer's engineering services determines that there is a good chance the product will meet qualification criteria

## **CONTROL CHECK**

- Select the appropriate control type or combination of control types for both pre and post, as is applicable to the project
- Project invoice or shipping receipt documentation is required to verify savings and eligibility. Legible part numbers and quantities of all installed controls must be included
- If invoice or shipping receipt cannot be obtained, photo documentation of controls installed in field will be required for the controls identified

## **SUMMARY OF NON-LIGHTING QUALITY REQUIREMENTS**

Refrigeration and Direct Install measures must also be submitted into the program using the Field Tool Application and are subject to the same inspection and documentation requirements as listed above for lighting.

Eligible measures meeting the requirements of PUCT energy efficiency rule 25.181 currently not integrated into the Field Tool Application will be handled individually between the coordination of the participating contractor and the Implementer.

## DEFINITIONS

**Customer Proposal** – In order to qualify as a participant and reserve financial incentives through TNMP Open, participating contractor must submit a signed Customer Proposal, and provide complete details on the location, account, etc., of the participating customer.

**Deemed Savings** – A set of pre-determined, validated estimates of energy and peak demand savings attributable to energy efficiency measures in particular types of applications that an electric utility may use instead of energy and peak demand savings determined through measurement and verification activities.

**Demand Savings (kW)** – Peak demand savings that have been approved using one of the eligible measurement and verification protocols as set forth in this Program Manual.

**Estimated Incentive Payment** – Contained in the Customer Proposal (once approved by the Implementer), this is the amount of incentives reserved in the program budget for the list of committed projects. The Program will pay \$/kW reduced for customers with maximum peak demand of  $\leq 150$ , up to 80% of the project cost on project. *Reference the Table on Page 3 or incentive rates.*

**Participating Contractor Agreement** – Non-binding agreement signed and submitted by participating contractor, stating their intent to participate in the program. Must be renewed annually.

**Peak demand** – Electrical demand at the times of highest annual demand on the utility's system.

**Peak demand reduction** – Reduction in demand on the utility system throughout the utility system's peak period.

**Peak period** – For the purpose of this section, the peak period consists of the hours from one p.m. to seven p.m., during the months of June, July, August, and September, excluding weekends and Federal holidays.

**Post-Installation Inspection** – Inspection performed after installation of new equipment. Post installation inspection verifies actual installed measure(s) to verify resulting deemed or measured and verified demand and energy savings.

**Pre-Installation Inspection** – Inspection performed prior to any replacement of existing equipment, device, or structural energy efficiency measures (windows, window film, roof coatings, etc.) to validate and collect data on existing equipment and measures.

**Winter Peak Period** – The Texas energy efficiency rule includes a defined winter peak period between the hours of 6:00 a.m. and 10:00 a.m., and 6:00 p.m. and 10:00 p.m., during the months of December, January and February, excluding weekends and Federal holiday

## FREQUENTLY ASKED QUESTIONS

### FOR CUSTOMERS

#### **Q1. What is the Program?**

A1. Open brings energy efficiency solutions to small businesses. The program offers the following incentives to eligible customers:

- Free, no-obligation facility assessment to identify potential energy-saving opportunities
- Recommendations and estimates of energy savings, project costs, and payback periods
- Installation of approved energy-saving equipment by a local pre-qualified contractor
- Incentives paid directly to the installation contractor by the program
- Ongoing reduction in energy costs

#### **Q2: What are the benefits of me participating in this program?**

A2: As a participating customer in this program you will receive incentives to reduce the initial out of pocket cost associated with energy efficient upgrades. After you install energy efficient equipment at your business you will then receive ongoing energy savings that will result in lower monthly energy bills.

#### **Q3. How do I know if I am an eligible customer?**

A3. Open is available to non-residential commercial class customers with a valid TNMP account number and 150 kW peak demand. Participating contractors can verify eligibility during the site assessment using the ESI ID in the Field Tool. Program Implementer can also validate eligibility in instances where the customer hasn't established a contractor relationship yet or the field tool fails to validate an account number.

#### **Q4. Which measures qualify for incentives?**

A4. Any measures meeting the requirements of PUCT energy efficiency rule 25.181 that yield energy savings are qualified for incentive when replaced with eligible equipment. Some typical Small Business measures include LED Lighting upgrades, Refrigeration controls, HVAC replacements and other Direct install measures. For a complete list of eligible measure, contact the Program Implementer.

Q5: How do I receive program incentives?

A5: Incentives are available through a participating contractor for qualifying high efficiency lighting and refrigeration technologies. Incentives will be presented in the form of a reduced customer cost on the Customer Proposal.

#### **Q4. How do I find a participating contractor?**

A4. Visit [tnmpefficiency.com](http://tnmpefficiency.com) and search for Small Business for a list of participating TNMP Open contractors and their contact information.

## **FOR CONTRACTORS**

### **Q1. What are the incentives?**

A1. The Program will pay \$/kW reduced for customers with maximum peak demand of  $\leq 150$  kW, up to 80%. Reference the Table of Page 3 for incentive rates.

### **Q2. How do I get involved?**

A2. Visit [tnmpefficiency.com](http://tnmpefficiency.com) or contact a TNMP Open representative at 1-855-496-3857.

### **Q3. How do I schedule a training session?**

A3. Once you have filled out and provided the Implementer with a signed Contractor Agreement, contact [tnmp@clearesult.com](mailto:tnmp@clearesult.com) to schedule a contractor orientation.

### **Q4. What's involved in a contractor orientation?**

A4. Enrolled contractors will participate in a two hour training orientation that will review program guidelines and prepare them for using the Field Tool Application. After completion of the training session, contractors will be equipped to:

- Perform facility surveys for eligible customers using the Field Tool
- Generate Customer Proposals
- Obtain electronic customer signature
- Submit Customer Proposal to reserve program funds (upon program approval)
- Provide required documentation
- Track project and incentive status

### **Q5. How much does the field tool cost?**

A5. The Field Tool Application is provided to approved participating contractors free of charge, upon completion of the Participating Contractor Agreement. Any participating contractor wishing to utilize the Proposal App will be responsible for acquiring his/her own mobile device. Currently the field tool is compatible with PC Computers and iPad.

## MARKETING MATERIALS

### CUSTOMER TRIFOLD

**Available incentives**

TNMP offers the following Open incentives based on your peak electric demand.

Customers with  $\leq 100$  kW demand  
Up to \$600/kW saved

Customers with  $\leq 10$  kW demand  
Up to \$1,000/kW saved

**You have the power to lower your energy bill.**

Put more savings back into your business with Texas-New Mexico Power Open!

office building. Simulated rate of energy and cost not of value, but is not

**Start saving today**

For more information about Open, call 813-999-3857 to speak with a program representative or visit [tnmpenergy.com](http://tnmpenergy.com).

**Eligible Projects**

Eligible energy efficiency measures include indoor lighting, outdoor lighting and refrigeration. The Program pays a higher percentage of project costs, when compared to other commercial energy efficiency programs. Incentives, actual savings, and payback periods vary depending on the equipment installed, building characteristics, energy use patterns, age of existing equipment, location, and other parameters specific to your project.

**Eligible measures**

- T12 to T8 lighting retrofits\*
- LED lighting upgrades\*
- Occupancy sensor installations
- LED exit sign retrofits
- Anti-sweat heater controls for refrigerator doors
- And more!

**Let's get started**

1. Contact a participating contractor.
2. Participating contractor will schedule a no-cost walk through assessment of your facility.
3. Upon your approval, the program's participating contractor will install savings measures.

**Project by the numbers**

<b>15,758 kWh</b> total annual energy savings	<b>\$2,721</b> estimated incentive	<b>\$974</b> net cost to customer
<b>\$3,696</b> total cost	<b>\$1,575</b> estimated annual bill savings	<b>7.42 months</b> payback

# 2019 Participating Contractor Agreement

Appendix E



TNMP is offering Open to improve the energy efficiency of small commercial facilities located within TNMP's service territory. TNMP contracted with CLEARresult to promote and administer the program.

## Contractor Network Benefits

The program provides the following benefits to participating contractors:

- Training for participating contractors
- Complimentary access and support to the Proposal Generation Software Application (Proposal App) to quantify, and demonstrate the value of energy efficiency opportunities and incentives provided by the program
- Access to trainers who are available to assist in clarifying program processes and use of the Proposal App
- The opportunity to promote and market the program to customers of TNMP
- Aggressive peak electric demand savings-based incentives aimed at increasing customer adoption of energy efficiency measures

## Participation Requirements

### Insurance

During the term, participating contractors shall maintain and provide proof of the following Commercial General Liability Insurance Minimums:

- \$1,000,000 general liability insurance coverage
- Worker's compensation and employer's liability coverage
- Business automobile liability coverage including owned, non-owned, and hired vehicles

### Licenses

At all times during the program, participating contractors must adhere to all permitting and licensing requirements as set forth by federal, state, county, and/or municipal authorities with jurisdiction overseeing work performed.

### Proof of Insurance

The implementer (CLEARresult) must be listed as a Certificate Holder on the policy for the duration of program activity.

CLEARresult  
Attn.: Laura Drexel  
4301 Westbank Drive  
Building A  
Austin, TX 78746

If requested, the participating contractor will provide the implementer with proof of insurance within two business days of the request.

## Enrollment Instructions

**Step 1:** Complete an Application and Agreement.

**Step 2:** Complete a W-9

**Step 3:** Submit completed Application and Agreement, W-9, certificate of insurance, and copies of required licenses and/or training certificates (if applicable) via:

Email: [open@cleareresult.com](mailto:open@cleareresult.com)

Mail: TNMP Open  
c/o CLEARresult  
4228 N Central  
Expy, Suite 530  
Dallas, TX 75206

Open is provided by TNMP as part of the company's commitment to reducing energy consumption and demand. CLEARresult administers Open as an independent consultant.



# 2019 Participating Contractor Agreement

Company Information					
Company Name:					
Address:					
City:		State:		Zip:	
Contact Name:					
Phone:		Fax Number:			
E-Mail Address:					
Website					
Mailing and Incentive Information					
Mailing Address:					
City:		State:		Zip:	
Company Tax ID or SSN:					
Please identify products and/or services provided by company.					
<input type="checkbox"/> Lighting Efficiency <input type="checkbox"/> Lighting & HVAC Controls <input type="checkbox"/> Refrigeration		<input type="checkbox"/> Building Envelope <input type="checkbox"/> Food Service Measures <input type="checkbox"/> DX Air Cooled		<input type="checkbox"/> DX Air Cooled <input type="checkbox"/> Water Chilling Equipment (Chillers)	
*Required BPI or RESNET certified auditor on staff? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Staff, Training, and Certifications					
Staff Member Name	Trainings/Certifications			Date Completed	

# 2019 Participating Contractor Agreement

## Terms and Conditions

This Contractor Agreement ("Agreement") is made and entered into by and between CLEAResult (hereinafter "Implementer"), and \_\_\_\_\_ (hereinafter "Participating Contractor"), (Implementer and Participating Contractor each hereinafter referred to as a "Party" and together as the "Parties"). Implementer administers Open (hereinafter "Program") on behalf of TNMP (hereinafter "Utility"). In consideration of the mutual covenants and agreements hereinafter set forth, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

As a Participating Contractor in the Program, Participating Contractor hereby agrees to the following:

1. The Participating Contractor agrees to the roles, responsibilities, requirements, policies, terms, conditions, and guidelines of the Program as set forth in the 2018 Open Program Manual.
2. Participating Contractor is an independent contractor in relation to the Implementer and Utility, and is voluntarily participating in the Program to deliver the services as outlined in the program manual directly to Utility's customers ("Customer"). As such, Participating Contractor shall not be deemed a partner, agent, or employee of the Implementer, Utility, or Customer for any purpose. Participating Contractor will pay all of its administrative, overhead, and other costs, including withholding taxes, social security, unemployment, disability, health, workers' compensation, or other insurance coverage.
3. Participating Contractor shall not knowingly misrepresent any information concerning the Program, its purpose, policies, incentives, and procedures, or their role in the Program or relationship with the Implementer or the Utility.
4. Participating Contractor acknowledges that incentives will be paid by Utility only if: 1) Customer(s) and installed measure(s) or services meet the program eligibility requirements outlined in the program manual; 2) Measures are installed in project sites that receive delivery of electricity from Utility (TNMP) as evidenced by the meter number; and 3) Measures are installed at a project site that has not received incentives from any other of Utility's energy efficiency programs for the same measure(s). Participating Contractor understands that Utility may withhold incentive payments committed to the Participating Contractor if the project site is proven to not receive electric service from Utility.
5. Participating Contractor will, at its sole expense, purchase, maintain, and require its agents and subcontractors to purchase and maintain, during the term of its participation in the Program, insurance policies with substantial and sound insurers, having coverage of the types and at least in the amounts specified in this Agreement.
6. Participating Contractor shall not use the Implementer or its affiliates, or TNMP trademarks without written approval by the Implementer, or Utility respectively.
7. The Implementer has the sole right and authority to determine acceptance of Participating Contractor's application and resulting right of participation in the Program.
8. Participating Contractor must agree to pursue referral leads resulting from the Program's marketing and communications efforts, and must make a good faith effort to provide, in a timely fashion, services to these leads in accordance with the Program guidelines and this Agreement. Participating Contractor recognizes that any leads received as a result of the Program's efforts constitute a Program benefit.
9. Participating Contractor understands that participation in the Program does not constitute an endorsement of any kind on the part of the Implementer or Utility. Participating Contractor shall not state or imply any such endorsement, either directly or indirectly, in written or verbal form.
10. Participating Contractor shall not mislead any customer(s) about the availability of Program incentives or misrepresent its role in the incentive award process. Only Utility or the Implementer on behalf of Utility, in its sole discretion can approve or reallocate Program incentives for a customer.
11. Participating Contractor must possess the required diagnostic equipment, in good working order, and have the ability to deploy it at each participating location, prior to commencing comprehensive energy audits and installing measures under the Program.
12. Participating Contractor, and its agents and subcontractors, shall retain all necessary licensures, certification, training, and other requirements as deemed necessary by state law, the Program policies and guidelines, and all relevant documentation pertaining to the installation of the energy efficiency measures, and will provide immediate access to such documentation to the Implementer and Utility upon request. This includes but is not limited to appropriate liability insurance, permits, licensure, or certification information, installed equipment model and serial numbers, etc.
13. Participating Contractor must complete the project installation within 60 days of the signed proposal date. Failure to do so may result in the Implementer canceling the project or transferring the project to another qualified contractor. In the event of a cancellation or a transfer, the original contractor will forfeit all qualified incentives and bear the sole financial responsibility for any assets invested into the project.
14. Participating Contractor must agree to allow random field inspections, by Utility, the Implementer or its designee, of work that has been performed. Participating Contractor, upon request from Utility or the Implementer, and at no additional cost to the customer, shall make reasonable repairs or corrections to work that Participating Contractor has performed to bring such work up to Program standards.

## 2019 Participating Contractor Agreement

15. Participating Contractor, its employees, agents and subcontractors, represent and warrant that: 1) the services performed for a customer through the Program shall be performed in a good workmanlike, skilled, and professional manner; 2) the services shall comply in all material respects with the specification and other requirements set forth in each applicable contract with customer and in strict accordance with the Program and this Agreement; 3) Participating Contractor's performance of the services shall not violate any applicable law, rule, regulation, contracts with third parties, and/or any third-party rights, including, without limitation, any copyright, trademark, trade secret, or patent or similar right; and 4) Participating Contractor is the lawful owner or licensee of any intellectual property, software applications or other materials used by Participating Contractor in the performance and delivery of the services and has all rights necessary to convey to customer the unencumbered ownership of all work product that results from the services.
16. Participating Contractor understands that the Implementer reserves the right to terminate or to modify this Agreement at any time for Participating Contractor's noncompliance with the program manual, any law, any clause of this Agreement. In the event of termination of this Agreement by the Implementer, Participating Contractor will be notified of such termination in writing, and Participating Contractor will be allowed 30 days from the date of the termination to submit any remaining documentation for qualifying energy efficiency measures that have previously been installed for a customer by the Participating Contractor.
17. Participating Contractor acknowledges that the Implementer is an independent contractor with respect to Utility and the Program, and that beyond reserving incentive funds, the Implementer is not authorized to make reservations or incur obligations on behalf of Utility.
18. Any review, inspection, or acceptance by the Implementer or Utility of the project site or of the design, construction, installation, operation or maintenance of any energy efficiency measure and/or energy generation measure(s) by the Implementer or Utility is solely for the information of Utility and that, in performing any such inspection or review or in accepting an energy efficiency measure and/or energy generation measure(s), Utility makes no representation or warranty whatsoever, whether expressed or implied, including without limitation warranty of merchantability and fitness for a particular purpose, as to the economic or technical feasibility, capability, safety, or reliability of the energy efficiency measure and/or energy generation measure(s) or its installation by the Participating Contractor.
19. Participating Contractor shall defend, protect, indemnify, and hold harmless Utility and the Implementer, their respective officers, directors, agents, and employees, and each of their parents and affiliates, and each of their respective officers, directors, agents, and employees (collectively referred to as the "Indemnified Parties") from and against any and all claims, losses, expenses, attorneys' fees, damages, demands, judgments, causes of action, suits, and liability in tort, contract, or any other basis and of every kind and character whatsoever (hereinafter referred to as "claims") arising out of Participating Contractors, or its agents or subcontractors, acts or omissions incident to or related in any way to, directly or indirectly, the services, agreement and/or the Program. Participating Contractor acknowledges and agrees that with respect to any claims brought against the Indemnified Parties, Participating Contractor will be required to waive as to the Indemnified Parties any defense it may have by virtue of the Workers' Compensation Laws of any state, to the extent allowed by law.
20. In the course of participation in the Program, Participating Contractor may have access to confidential information. Participating Contractor agrees to 1) use such confidential information solely for the purposes for which it is provided; 2) not disclose such confidential information to any third party; and 3) otherwise protect such confidential information from unauthorized use and disclosure to the same extent that it protects its own confidential information of a similar nature.
21. Participating Contractor will not assign any of the rights or responsibilities arising from this Agreement to any individual or entity without first having obtained the written approval of the Implementer.
22. In no event shall the Implementer or Utility be liable to Participating Contractor, its employees, agents, or subcontractors for damages whatsoever (including but not limited to lost profits or interruption of business) arising out of the Program, or the services related to this Agreement, even if advised of the possibility of such damages.
23. Participating Contractor agrees that no marketing materials shall be created to promote the Program without prior authorization from the Implementer and Utility. The Implementer will provide approved marketing materials to Participating Contractor.
24. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, The Parties agree that the proper venue and jurisdiction for any cause of action relating to this Agreement will be Travis County, Texas, unless such cause of action is within the jurisdiction of the Public Utility Commission of Texas (PUCT), in which case proper venue and jurisdiction will be at the PUCT.
25. Participating Contractor acknowledges that they have read this Agreement, understand it, and agree to be bound by its terms. No modification or waiver of any provision shall be binding unless it is contained in writing signed by both Parties.

# 2019 Participating Contractor Agreement

## Tax Implications

Incentives are taxable and, if annual total is greater than \$600, will be reported to the IRS on Form 1099 unless Participating Contractor has indicated Corporation or Exempt tax status on the Participating Contractor information portion of this Agreement. Participating Contractor must provide the Implementer with its tax identification number on a W9 form. Utility nor Implementer will be responsible for any tax liability imposed on the Participating Contractor as a result of Participating Contractor's receipt of incentives. Participating Contractors and customers are encouraged to consult with their tax advisors about the taxability of any incentive payments.

## Agreement

Company:	<u>CLEARresult</u>	Company:	_____
Name:	<u>Fred Wu</u>	Name:	_____
Signature:	_____	Signature:	_____
Title:	<u>Program Director</u>	Title:	_____
Date:	_____	Date:	_____