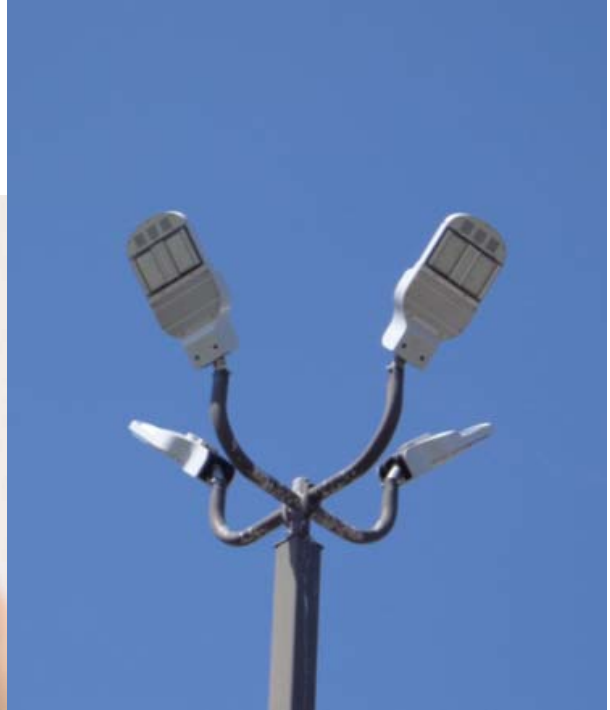




# PNM Quick Saver™ Program Policies and Procedures Manual





*Public Service Company of New Mexico (“PNM”) offers the PNM Quick Saver™ Program to facilitate the implementation of cost-effective energy efficiency improvements for eligible commercial Customers (see Section P.8 for eligibility requirements). PNM has contracted DNV GL Energy Services USA Inc. (“DNV GL”) to implement the PNM Quick Saver™ Program. The Quick Saver Program provides incentives for small business Customers who upgrade their facilities with energy efficient equipment. This document is intended to convey the rules, policies and procedures that govern Quick Saver Program administration, including Contractor and Customer participation.*

## Table of Contents

### Table of Contents

P.1	Program Overview .....	4
P.2	Program Incentives .....	4
P.2.1	Table of Quick Saver Incremental Rebates – February 23, 2017 .....	4
P.3	PNM Service Territory .....	5
P.4	Participating Contractors .....	6
P.4.1	Program Marketing .....	7
P.4.2	Participating Contractor Responsibilities .....	7
P.4.3	Contractor Approval Process .....	7
P.4.4	Contractor Probation, Suspension, or Removal .....	8
P.4.5	Contractor Training .....	9
P.4.6	Authorized Work .....	10
P.4.7	Required Licenses .....	10
P.4.8	Permit Requirements .....	10
P.4.9	Required Insurance .....	10
P.4.10	No Assignment or Subcontracting .....	11
P.4.11	Walk-away Policy .....	12
P.5	Program Turnaround Times .....	12
P.6	Hazardous Waste Materials .....	12
P.7	Program Effective Dates .....	13
P.8	Customer Eligibility .....	13
P.9	Inspections .....	13
P.10	Onsite Energy Assessments/Audits .....	13
P.10.1	Lighting Audits .....	13
P.11	Equipment Specifications .....	16
P.11.1	Compact Fluorescent Fixtures .....	17
P.11.2	Permanent Lamp Removal .....	17
P.11.3	High Performance 4-foot T8 Lamp and Electronic Ballast .....	17
P.11.4	Reduced Wattage 4-foot T8 (Lamps Only) .....	18
P.11.5	Reduced Wattage 4-foot T8 Lamp and Ballast .....	18
P.11.6	Reduced Wattage 8-foot T8 Lamps (Lamps Only) .....	19



P.11.7	2-Lamp, 8-Foot T12 to 2 Lamp 4-foot HP or RW .....	19
P.11.8	Standard T8 and Electronic Ballast .....	19
P.11.9	T12 to T5 Lamp and Ballast .....	20
P.11.10	New T8/T5 Fixtures with Electronic Ballast (Example: High Bay Fixtures).....	20
P.11.11	T12 or T8 to LED Fixtures (requires LED fixture installation) .....	20
P.11.12	Exit Signs.....	20
P.11.13	LED Lamps, Fixtures and Retrofit Kits .....	20
P.11.14	Locking Base CFLs (GU24).....	22
P.11.15	Controls: Occupancy Sensors .....	22
P.11.16	Anti-Sweat Heater Controls .....	22
P.11.17	Electronically Commutated (EC) Evaporator Fan Motors.....	22
P.11.18	Night Covers for Displays .....	22
P.11.19	LED Refrigerated Case Lighting.....	22
P.11.20	Reach-in Cooler Controls .....	23
P.12	Program Warranties.....	23
P.13	Steps to Submit Projects in the Quick Saver Program.....	23
P.14	Program Forms .....	25
P.14.1	Quick Saver Document Process Flow Chart .....	27
P.15	Pricing .....	28
P.16	Payment Process.....	28
P.17	Customer Co-Pay .....	28
P.18	Satisfaction .....	28
P.19	Tax Implications .....	29
P.20	Disclaimer .....	29
P.21	Incentives.....	29
P.22	Proprietary or Confidential Information or Data .....	29
P.23	Liability .....	29
P.24	Contact Information.....	30
P.25	Contractor Acknowledgment and Acceptance of Terms & Conditions.....	31



## P.1 PROGRAM OVERVIEW

The PNM Quick Saver™ Program (“Quick Saver”) is designed to maximize the implementation of comprehensive, cost-effective, energy-efficient measures to eligible Customers in the PNM service territory. The Program is designed to promote the installation of energy-efficient technologies in small businesses that normally do not have easy access to energy efficiency programs because of various barriers. The primary barrier in this market is limited access to the capital needed to perform energy efficiency upgrades and the competing needs for funding other business projects. The Program’s higher incentive levels help drive this market, resulting in short payback periods and low measure installation costs for Customers. Contractors also benefit from these higher incentive levels because the Program effectively sells itself, allowing Contractors to minimize marketing efforts and focus on working directly with participating Customers. Incentives for the installation of approved measures are paid directly to Contractors. The Program works closely with Contractors to provide Customers with onsite facility assessments and financial incentives for refrigeration measures, lighting upgrades, and lighting control upgrades.

The Quick Saver participating Contractor will conduct a free energy assessment to identify potential energy-saving equipment options and determine the amount of potential incentives paid by the Program. Contractors participating in the Quick Saver Program are available to install the equipment, providing a low-hassle, simple approach for Customers to save energy.

Participating Quick Saver contractors are responsible for auditing the site, the energy efficiency measure selection, specifying equipment, performing the installations and providing required warranties. The Quick Saver Program team is responsible for verifying Customer eligibility, conducting inspections to verify pre-and post-installation conditions and equipment, disbursing incentives, and overall Program oversight. The Quick Saver Program provides Contractors with Program information and a web-based Quick Saver portal to enter project proposals, track them, and receive approval and payment for projects. The Quick Saver Program offers no warranties for the Contractors’ work. Contractors are solely liable for their work.

## P.2 PROGRAM INCENTIVES

### P.2.1 Table of Quick Saver Incremental Rebates – February 23, 2017

Measure Name	Rebate *Capped at cost*
CFL Fixtures - Hardwired	\$0.150 per annual kWh saved
T12 to T8 4ft with electronic ballast	\$0.120 per annual kWh saved
T12 to SuperT8 8ft ≤ 57W with electronic ballast	\$0.060 per annual kWh saved
T8 to RW T8 (1:1 LAMP RATIO ONLY, no de-lamping allowed)	\$0.145 per annual kWh saved
LED Lamp replacing Fluorescent, Incandescent, HID	\$0.100 per annual kWh saved
<100W Incan/Halogen to LED screw-in or bi-pin lamps	\$0.120 per annual kWh saved
HID to T8/T5 Fixture	\$0.150 per annual kWh saved
T12 or T8 to LED Fixture (new LED fixture only)	\$0.145 per annual kWh saved
LED Retrofit Kit replacing Fluorescent, Incandescent, HID	\$0.140 per annual kWh saved
LED Fixture replacing Fluorescent, Incandescent, HID	\$0.150 per annual kWh saved
Exterior Lighting - HID/Incandescent fixture to new LED fixture	\$0.140 per annual kWh saved
LED Exit Sign - new fixture	\$0.150 per annual kWh saved
Lighting Occupancy Sensors	\$0.150 per annual kWh saved
Night covers for displays	\$28.00 per LF
EC Motor for Reach-in	\$0.160 per annual kWh saved
EC Motor for Walk-ins	\$0.160 per annual kWh saved
EC Motor for Walk-in with Control	\$0.160 per annual kWh saved
Anti-Sweat Heater (ASH) Controls	\$40.00 per LF
LED Refrigerated Case Lighting (vertical)	\$60.00 per door
Snack Vending Machine Controller (non-refrigerated only)	\$45.00 per unit
Refrigerated Case Controller (freestanding reach-in case)	\$150.00 per unit





### P.3 PNM SERVICE TERRITORY





PNM's service territory includes the following zip codes:

City	Zip Code	City	Zip Code	City	Zip Code
Alamogordo	88310	Albuquerque	87176	Las Vegas	87701
Alamogordo	88311	Albuquerque	87181	Lordsburg	88045
Albuquerque	87101	Albuquerque	87184	Los Lunas	87031
Albuquerque	87102	Albuquerque	87185	Placitas	87043
Albuquerque	87103	Albuquerque	87187	Rio Rancho	87124
Albuquerque	87104	Albuquerque	87190	Rio Rancho	87144
Albuquerque	87105	Albuquerque	87191	Rio Rancho	87174
Albuquerque	87106	Albuquerque	87192	Ruidoso	88345
Albuquerque	87107	Albuquerque	87193	Ruidoso	88355
Albuquerque	87108	Albuquerque	87194	Ruidoso Downs	88346
Albuquerque	87109	Albuquerque	87195	San Felipe Pueblo	87001
Albuquerque	87110	Albuquerque	87196	Sandia Pueblo	87004
Albuquerque	87111	Albuquerque	87197	Santa Ana Pueblo	87004
Albuquerque	87112	Albuquerque	87198	Santa Fe	87501
Albuquerque	87113	Albuquerque	87199	Santa Fe	87502
Albuquerque	87114	Algodones	87001	Santa Fe	87503
Albuquerque	87115	Bayard	88023	Santa Fe	87504
Albuquerque	87116	Belen	87002	Santa Fe	87505
Albuquerque	87119	Bernalillo	87004	Santa Fe	87506
Albuquerque	87120	Bosque Farms	87068	Santa Fe	87507
Albuquerque	87121	Cedar Crest	87008	Santa Fe	87508
Albuquerque	87122	Clayton	88415	Santa Fe	87509
Albuquerque	87123	Cliff	88028	Santa Fe	87592
Albuquerque	87125	Cochiti Pueblo	87072	Santa Fe	87594
Albuquerque	87131	Corrales	87048	Santo Domingo Pueblo	87052
Albuquerque	87151	Deming	88030	Silver City	88061
Albuquerque	87153	Deming	88031	Silver City	88062
Albuquerque	87154	Eldorado	87508	Tijeras	87059
Albuquerque	87158	Isleta Pueblo	87022	Tularosa	88352

## P.4 PARTICIPATING CONTRACTORS

In order to become a participating Quick Saver Program Contractor, the contractor must:

- Be an established PNM Trade Ally with acceptable references and in good standing
- Complete and sign the “Quick Saver Contractor Application & Agreement” and provide required licenses and insurance
- Attend the mandatory Quick Saver contractor training



In order to remain a participating Quick Saver contractor in good standing, the contractor must:

- Maintain current New Mexico contractor's license and meet Quick Saver insurance requirements.
- Complete a minimum of four (4) Quick Saver projects annually.
- Complete work in a timely fashion (within 45 calendar days or less) to customer and Program satisfaction.
- Dispose/recycle old equipment per Program guidelines. Customer may not keep removed materials.
- Thoroughly explain to Customer the retrofit scope of work, Participation Agreement contents, and Customer co-pay requirements.
- Know and obey all criteria in the Quick Saver Contractor Agreement and Quick Saver Policies & Procedures.
- At least one (1) person from the contractor's company attend a Quick Saver Program training session of up to four (4) hours.

#### **P.4.1 Program Marketing**

Use of the PNM logo by participating contractors in Quick Saver Program materials is not allowed. If any materials are developed by the contractor which include the Program name, those materials must be approved by the PNM Quick Saver Program prior to distribution. PNM reserves the right to remove any Quick Saver contractor and their associated company from participation if they do not comply with the Program's Policies & Procedures.

#### **P.4.2 Participating Contractor Responsibilities**

The Quick Saver participating Contractor's responsibilities include, but are not limited to:

- Active, accurate and timely participation in the Program, completing a minimum of four projects annually between January 1 and December 31.
- Attending required Quick Saver Program training(s) per notices in Trade Ally e-newsletters and direct emails.
- Customer marketing, sales and project development.
- Use of the Quick Saver Program proposal generation software to create, expedite and streamline projects.
- Submit approved project proposals signed by participating Customers.
- Material procurement and installation is the Contractor's responsibility. All equipment must meet the standard requirements and specifications set forth in this document.
- Obtain the appropriate permits as necessary in accordance with local and State permit requirements.
- Removal and disposal of hazardous waste and equipment and materials retrofitted or replaced as part of the project, even if the customer requests to keep it.
- Providing and honoring required warranties.
- Resolving Customer complaints or failed inspection items within 14 calendar days.
- Submitting required forms and documentation (including, but not limited to, material invoices and specification sheets, upon request).
- Collection of residual payment from the participating business.

#### **P.4.3 Contractor Approval Process**

- Each Trade Ally entering the Quick Saver Program must complete and return all pages of the original Quick Saver Contractor Application & Agreement, and all required documentation, to the Quick Saver Program Team. Contractors are advised to read the entire document, as there are a variety of eligibility requirements that must be met to participate in the Program. Applications submitted without the required documentation will not be



processed. Submission of the Quick Saver Contractor Application & Agreement does not in any way constitute a participating Contractor status.

- The Quick Saver Program Team will review the application, verify the required documentation, and check references, as necessary.
- Once the Quick Saver Contractor Application & Agreement has been determined complete and acceptable, and a Contractor has completed the required Program training session, the Quick Saver Program Team will provide the Contractor with a fully-executed copy of their Quick Saver Contractor Application & Agreement for their records, and a unique username and password to access the web-based Quick Saver portal. Receipt of the fully executed Quick Saver Application & Agreement and Quick Saver portal logon credentials signifies that a Contractor is a Participating Contractor for the Quick Saver Program and eligible to begin enrolling Customers.

#### **P.4.4 Contractor Probation, Suspension, or Removal**

DNV GL Energy Services USA, Inc. (“DNV GL”) has found the use of trade allies to be a powerful method of leveraging resources to offer cost-effective energy-efficiency improvements to PNM’s customers. This approach has served all participants well and has historically produced results with a high level of customer satisfaction and few complaints. At the same time, it is important to keep in mind that a poorly performing Contractor may create obstacles for the entire Program. Therefore, it is the responsibility of DNV GL to maintain oversight, and mitigate any difficulties as rapidly as possible. In some instances, contractors may be removed from participating in the Program. The following describes the criteria that the DNV GL Program Manager or Operations Manager will consider when evaluating contractor participation.

A Contractor will be subject to removal based on the severity of the concern, or an accumulation of frequent, less severe concerns. All concerns that rise to the level of requiring removal of a contractor, such as a legal matter, a contractual matter regarding the Contractor Agreement, or a matter of professional conduct, are classified below.

1. **Highly Severe:** Items that may result in financial, legal and/or other risks to DNV GL, PNM, and/or the Customer. In such instances, Contractor may be immediately removed from participation in both the PNM Trade Ally Program and the Quick Saver Program.
  - Evidence of fraud or misrepresentation
  - Failure to maintain current insurance policies
  - Failure to keep licenses current
  - Refusal to honor warranties
  - Any action resulting in a lien placed on a customer’s property related to material or labor
  - Violations of Federal, New Mexico or local laws; for example, those concerning hazardous waste disposal
  - Bankruptcy
2. **Severe:** Items where customer satisfaction may be negatively impacted if not addressed. DNV GL will give the Contractor a reasonable time limit to resolve the issue. If the issue is not resolved, the Contractor will not be allowed to participate.
  - Failure to resolve failed inspection items or customer complaints within 14 consecutive calendar days following notification
  - Work that is inconsistent with the Participation Agreement or Rebate Application
  - Installations not meeting Program specifications or installation standards
  - Reduction in the Contractor’s BBB rating





3. **Administrative/Cumulative:** Items where Contractor fails to adhere to stated policies and procedures and/or reasonable standards of professional conduct, and subsequently, administrative issues arise which may not be widely visible to the customer. These situations will be monitored and the contractor will be put on probation, meaning that further disregard for Program policies and procedures or standards of professional conduct will result in contractor removal.
- Continually submitting incomplete or incorrect documentation. Contractor will first be given a warning. If the problem is not corrected s/he will be removed from participation.
  - DNV GL received more than two (2) customer complaints in a ninety (90) day period.
  - Disseminating any flyers, letters, or other marketing literature that references the Program, DNV GL, or PNM without prior review and approval by DNV GL. PNM provides marketing collateral materials for this purpose.

Upon identification of an issue or concern, DNV GL will communicate the concerns to the Contractor as rapidly as possible. Communications to the Contractor and/or Customer can be by phone, email, or standard mail. For Highly Severe concerns, the written document will be delivered with proof of receipt.

- DNV GL will create a written record, a copy of which will be placed in the Contractor's file.
- DNV GL will discuss potential resolutions with the Contractor and will be available for meeting with the Contractor and/or Customer to resolve the issue.
- If satisfactory resolution cannot be achieved, the Contractor will be removed from participation in the Program.
- For highly severe concerns, termination of contractor participation can be immediate.

If Contractor does not comply with the PNM Quick Saver Program policies and procedures, the contractor's status may be terminated at any time. If a contractor's status has been terminated, the Contractor may be allowed, at the Program Administrator's discretion, to complete projects where a signed Participation Agreement and/or Change Order Form has been received.

At its sole discretion, the PNM Quick Saver Program reserves the right to revoke "good standing" status and place a contractor on probation at any time. When a contractor has been placed on probation, the contractor will be:

- Limited to an allotted number of proposal submissions
- Placed on a probationary/trial period where participation will be based on a specific set of guidelines that will be determined by the PNM Quick Saver administration team.
- Required to attend additional training.

The Quick Saver Program administrative team may consider re-instating a contractor on a case-by-case basis. However, only very rare circumstances will justify evaluation a contractor for re-instatement who has been removed for a highly severe concern. Upon reinstatement, the contractor may be limited or restricted to the level of participation.

#### **P.4.5 Contractor Training**

Contractor agrees to participate in an initial Program training session of up to four (4) hours for at least one (1) person from the Contractor's firm. This person must be the individual that will be developing, approving, and signing the project Participation Agreements.



Mandatory trainings may occur at least annually or when Program changes are made. Contractors may be required to attend additional training if administrative probation occurs due to excessive pre- or post- inspection failures.

#### **P.4.6 Authorized Work**

Contractor is only authorized to perform the work as described on the project Participation Agreement (PA) and/or Change Order Form (COF), whichever is most current. It is the Contractor's responsibility to ensure that the COF is consistent with the PA signed by the participating business and to confirm any changes that may have resulted from the pre-inspection. The PA and/or the COF obligate the Quick Saver Program to pay the incentive to the Contractor, provided that the work has been completed in accordance with the PA and/or COF and the terms of the Contractor Application & Agreement. The PA and/or COF obligates the participating business to pay Contractor for the residual amount of the project costs not covered by the incentive, as noted on the payment notification form.

#### **P.4.7 Required Licenses**

Contractor must be a licensed Contractor in New Mexico, as appropriate for services performed. Contractor also must have current licenses to perform the specific services they will provide as required by the State of New Mexico and applicable local ordinances. Contractor agrees to notify the Quick Saver Program Team of any changes to license(s) that would affect work performed under this Program.

Should the installation contractor be removed from Quick Saver participation for failure to retain and supply licensure as required by the Program, ALL Quick Saver Program WORK MUST CEASE, payment may be withheld, and the removed Contractor will be required to undergo all Program contractor application and training processes to re-enter the Quick Saver Program. Reinstatement into the Program is subject to meeting all contractor application, insurance, and license requirements, just as required of any new contractor entering the Program. Reinstatement may not be immediate, but only after meeting all documentation and contractor training requirements.

#### **P.4.8 Permit Requirements**

Contractor agrees to obtain the appropriate permits for any electrical work in accordance with the requirements of the State of New Mexico. PNM and DNV GL reserve the right to request copies of any such permits at its sole discretion.

#### **P.4.9 Required Insurance**

Contractor agrees to carry, or cause to be carried, at all times insurance applying to all work undertaken by Contractor and/or Contractor's agents, employees and any person(s) for whom Contractor may be liable, including but not limited to the following:



- **Worker’s Compensation Insurance, including Employer’s Liability:**
  - Workers’ Compensation and Employer’s Liability
  - Coverage A Statutory for states of operations
  - Coverage B – Employer’s Liability \$500,000 Bodily Injury
  - Bodily Injury by Disease \$500,000
  - Bodily Injury by Disease \$500,000 Aggregate
  
- **Commercial General Liability Insurance:**
  - \$1,000,000 Combined Single Limit
  - Broad Form Comprehensive General Liability Endorsement
  - Products and Completed Operations – Broad Form Contractual Liability Coverage
  - Blanket Waiver of Subrogation to PNM and DNV GL Energy Services USA, Inc.
  
- **Automobile Liability:**
  - Coverage shall include owned, non-owned, and hired automobiles with combined bodily injury and property damage limits of at least \$1,000,000 per occurrence.
  - DNV GL Energy Services USA, Inc. and their affiliates, officers, directors, and employees shall be included as additional insured in Contractor’s insurance policies.
  - Waiver of subrogation shall be provided to PNM and DNV GL Energy Services USA, Inc. and affiliates on an endorsement to the policy.

Except with regard to Worker’s Compensation and Employer’s Liability, DNV GL, PNM and the officers, directors, employees, affiliates and agents of each shall be included as additional insured in Contractor’s insurance policies. Such insurance shall be the primary insurance. Any separate insurance maintained by DNV GL or PNM shall not contribute with insurance provided by Contractor’s insurer(s) under this requirement. Contractor will provide certificates of insurance prior to commencing Work under this Agreement indicating that the aforementioned insurance is in full force and effect and that DNV GL and PNM will receive at least thirty (30) days’ prior written notice of cancellation or modification of said insurance. The liability of Contractor to DNV GL and PNM is not limited to Contractor’s insurance coverage. DNV GL may withhold payment to Contractor if Contractor does not provide DNV GL with the certificate of insurance meeting the requirements set forth above.

Should the installation contractor be removed from Quick Saver participation for failure to retain and supply active insurance policies as required by the Program, ALL Quick Saver Program WORK MUST CEASE, payment may be withheld, and removed Contractor will be required to undergo all Program contractor application and training processes to re-enter the Quick Saver Program. Reinstatement into the Program is subject to meeting all contractor application, insurance, and license requirements, just as required of any new contractor entering the Program. Reinstatement may occur only after meeting all documentation and contractor training requirements.

#### **P.4.10 No Assignment or Subcontracting**

Contractor shall not assign, transfer, delegate, or subcontract to another party any portion of this agreement, or the assigned Quick Saver portal logon credentials, or any installation work to be performed. Subcontracting includes hiring “contract employees,” independent contractors, day or seasonal laborers, or any other working relationships in which W-2 wages are not received from the Contractor. Only the Contractor, and its employees who receive W-2 wages from the



Contractor, whose activities the Contractor directs and for whom the Contractor is liable, may represent themselves as Participating PNM Quick Saver Contractors.

#### **P.4.11 Walk-away Policy**

Contractors must walk away from the following onsite issues:

- Facilities where proposed technology will not result in energy savings
- Facilities with existing damaged equipment that will cause proposed technologies to be inefficient
- Facilities that have already received an incentivized retrofit for the same measure
- Facilities that do not meet the Quick Saver Program eligibility requirements. (see Section P.8 for more information)
- Facilities with asbestos
- Safety violations
- Code violations

### **P.5 PROGRAM TURNAROUND TIMES**

Contractors must:

- Resolve failed inspection items within fourteen (14) calendar days of date of notification of discrepancies.
- Complete installations and submit the project completion form within forty-five (45) calendar days of a passed pre-inspection, or within forty-five (45) calendar days of signing the Change Order or modified Participation Agreement when a pre-inspection failed.
- Resolve and communicate resolution to the Quick Saver Program Team regarding any Customer complaints or failed post-inspection items within fourteen (14) calendar days.

The Quick Saver Program will:

- Verify Customer eligibility, process incoming Participation Agreements, conduct pre-inspections, and communicate the pre-inspection results via the online Proposal Generation Software system, phone, or email within fourteen (14) calendar days of the receipt of the signed Participation Agreement.
- Conduct the post-inspection and communicate the results via the online Proposal Generation Software system within fourteen (14) calendar days of receipt of the Project Completion Form.
- Issue incentive payment to Contractors within thirty (30) calendar days of a passed post-inspection or a resolved failed post-inspection.

### **P.6 HAZARDOUS WASTE MATERIALS**

All materials removed must be permanently taken out of service and disposed of in accordance with local codes and ordinances. Contractor shall assume full responsibility for the correct disposal of all ballast, fluorescent tubes and other hazardous waste material in compliance with the laws and regulations of the State of New Mexico and the prevailing local jurisdiction. Contractor is responsible for being aware of any applicable codes or ordinances. Information about hazardous waste disposal can be found at: <http://www.nmenv.state.nm.us/swb/doc/fluorescent.html>. Contractor shall provide the Quick Saver Program Team with full documentation of all hazardous waste material disposals upon request.



## **P.7 PROGRAM EFFECTIVE DATES**

The Quick Saver Program offers incentives for the current Program year until approved funds are exhausted. The effective dates of the Quick Saver Program and document submittal requirements are as follows:

- Any energy efficient equipment or services installed, completed, and commissioned prior to the start of the Program is not eligible for an incentive.
- All Quick Saver projects must be installed and Project Completion Forms received no later than 15 business days prior to conclusion of the Program year to be eligible for that year's Program incentives.

## **P.8 CUSTOMER ELIGIBILITY**

The following rules pertain to Customer eligibility for the Quick Saver Program:

- This incentive Program is available to active commercial and/or industrial customers of PNM with a twelve-month average consumption equal to or less than 200 kilowatts (kW).
- Eligibility for single customers with multiple facilities/utility accounts on one premise is determined by combining the user's billable demand accounts, the total of which must be 200 kW or less.
- Projects must involve a facility improvement that results in a permanent reduction in electrical energy usage (kW).
- Equipment must meet the specifications as explained in Section P.10 of this document.
- Any measures installed at a facility must be sustainable and provide 100 percent of the energy benefits as stated in the application for a period of five (5) years or for the life of the product, whichever is less. If the Customer ceases to provide this benefit, Customer shall refund a prorated amount of the installation cost, depending on the period of time that customer provided the related energy efficiency benefits.
- The following projects are not eligible for an incentive:
  - New construction
  - Additions, expansion or first tenant improvement
  - Major renovations or changes in building function (i.e., changing a facility from a grocery store to a gym)

## **P.9 INSPECTIONS**

The Quick Saver Program reserves the right to conduct pre- and post-inspections at every facility. From time to time the Quick Saver Program may choose to waive a pre- or post-inspection. Failed post-inspections may result in a second inspection ("re-inspection") once a Contractor has communicated that they have resolved the issue discovered during the initial post-inspection. Quick Saver Program Inspectors are available to accompany Contractors onsite upon request.

## **P.10 ONSITE ENERGY ASSESSMENTS/AUDITS**

The initial onsite energy assessment (or "audit") is conducted by a participating Quick Saver Contractor. This assessment is to be conducted at no cost to the Customer. This assessment does not in any way obligate the Customer to participate in this or any other PNM program. At the conclusion of this assessment, Contractor shall thoroughly explain to the Customer the Quick Saver Program, the changes needed to make the Customer's premises more energy efficient, and all phases of work that will be completed on the Customer's premises.

### **P.10.1 Lighting Audits**

When conducting a lighting assessment/audit, the Contractor must collect accurate information on the existing fixtures.





**Operating Hours** – Contractors must determine the operating (burn) hours for each fixture (or group of fixtures). The following options are available for operating hours:

- 10: (1-15 hours per week)**
  - Incentivizes at 10 hours/week
- 20: (16-25 hours per week)**
  - Incentivizes at 20 hours/week
- 30: (26-35 hours per week)**
  - Incentivizes at 30 hours/week
- 40: (36-45 hours per week)**
  - Incentivizes at 40 hours/week
- 50: (46-55 hours per week)**
  - Incentivizes at 50 hours/week
- 60: (56-65 hours per week)**
  - Incentivizes at 60 hours/week
- 70: (66-75 hours per week)**
  - Incentivizes at 70 hours/week
- 80: (76-85 hours per week)**
  - Incentivizes at 80 hours/week
- 90: (86-95 hours per week)**
  - Incentivizes at 90 hours/week
- 100: (96-105 hours per week)**
  - Incentivizes at 100 hours/week
- 110: (106-115 hours per week)**
  - Incentivizes at 110 hours/week
- 120: (111-120 hours per week)**
  - Incentivizes at 120 hours/week
- 130: (126-135 hours per week)**
  - Incentivizes at 130 hours/week
- 140: (136-145 hours per week)**
  - Incentivizes at 140 hours/week
- 150: (146-155 hours per week)**
  - Incentivizes at 150 hours/week
- 168: (156+ hours per week)**
  - Incentivizes at 168 hours/week



**Lighting Configuration Language** – For purposes of the Quick Saver Program the following lighting configuration nomenclature will be used:

**2-4' 32W T8 EB1-R**  
 - # of lamps      - Length of lamps in feet      - Fluorescent Wattage      - Lamp type / Diameter      - Ballast Type \*      - Number of Ballast(s)      - Reflector or Ballast Cover

**Ballast Standards** – Normal/Standard Ballast (EB): .85 - 1.0

**Fixture Burnout** – This will affect the final kW and kWh savings, which in turn affects the project incentive amount. The calculation of burnout should be done on a facility wide basis, where the burnout is calculated for the entire facility and applied to *all fixtures of the same technology*. The process is outlined below.

1. At the time of the initial audit/pre-inspection, conduct your lighting fixture determination, operating hour determination, and fixture count as usual.
2. Note any individual lamps that are inoperable/burnt-out, and keep a running tally.
3. At the completion of the survey, sum up the total number of burnt-out lamps and divide it by the total number of lamps of the same technology in the facility.
- 4. If this factor is greater than 20%, apply the burn-out percentage LESS the 20% “cushion” to all applicable lamps included in the project. If total facility burnout is less than or equal to 20%, burnout does not have to be entered at all.**

**Example 1:**

Upon pre-inspection, 20 of 130 lamps were found to be burned out. Since the burnout is determined on the facility basis, the total facility burnout of 15.4% should be applied to all line items in the project.

Line Item	Area Description	Quantity	Existing Fixture Type	# of burnt-out lamps	Total # of lamps
1	Office #1	10	4-4' T12 34/40W	0	40
2	Office #2	10	4-4' T12 34/40W	9	40
3	Hall	10	2-4' T12 34/40W	4	20
4	Kitchen	10	3-4' T12 34/40W	7	30
				<b>20</b>	<b>130</b>
		<b>40</b>		<b>FACILITY BURNOUT</b>	<b>15.4%</b>
				<b>DATABASE ENTRY</b>	<b>0</b>

Result: facility has less than 20% “cushion” allowed by Program. **No percentage of burnout is entered in the database.**



**Example 2:**

When calculating burnout at facilities with **multiple fixture technologies**, burnout should be separated by technology. An example inventory count is below.

Line Item	Area description	Quantity	Existing Fixture Type	# of burnt-out lamps	Total # of lamps
1	Kitchen	6	4-4' T12 34/40W	11	24
2	Kitchen	6	100W incandescent	0	6
3	Dining Room	6	60W incandescent	0	6
4	Bar	8	2-4' T12 34/40W	4	16
5	Entrance Way	6	60W incandescent	0	6
6	Outside	5	75W H-PAR	0	5
7	Front & Back	2	Exit Sign 30W	0	2
		<b>39</b>			<b>65</b>

Upon pre-inspection of Example 2's existing fixture inventory, 15 4-ft T12 lamps were found to be burned out; therefore the total burnout for all linear fluorescent fixtures is  $15/40 = 38\%$ . Since the burnout was calculated only for the linear fluorescent fixtures, the burnout will apply only to that technology.

Line Item	Area Description	Quantity	Existing Fixture Type	# of burnt-out lamps	Total # of lamps	Burn out applied	Database Entry
1	Kitchen	6	4-4' T12 34/40W	11	24	<b>38%</b>	<b>18%</b>
2	Kitchen	6	100W incandescent	0	6		
3	Dining Room	6	60W incandescent	0	6		
4	Bar	8	2-4' T12 34/40W	4	16	<b>38%</b>	<b>18%</b>
5	Entrance Way	6	60W incandescent	0	6		
6	Outside	5	75W H-PAR	0	5		
7	Front & Back	2	Exit Sign 30W	0	2		
		<b>39</b>			<b>65</b>		

Result: facility has 38% burnout. By reducing the actual burnout by the 20% "cushion" allowed by the Program, the burnout total equals 18% burnout. **18% burnout should be entered into the database on the affected line items (by technology).**

**P.11 EQUIPMENT SPECIFICATIONS**

The following provides the equipment specifications for the measures eligible for incentives.

NOTE: All equipment must be recycled and/or disposed of according to state, federal and local regulations. All lighting measures must meet the Quick Saver Program specifications to qualify. Temporary, non-hardwired and/or non-permanent fixtures are not eligible for retrofit. These specifications are listed below.



### **P.11.1 Compact Fluorescent Fixtures**

Only complete new fixtures or modular hardwired retrofits with hardwired electronic ballasts qualify. The CFL ballast must be programmed start or programmed rapid start with a power factor (PF)  $\geq 90$  and a total harmonic distortion (THD)  $\leq 20\%$ . Exterior fixtures must be rated for cold temperatures.

### **P.11.2 Permanent Lamp Removal**

This measure is applicable when retrofitting from T12 lamps to T8 lamps only. Removing lamps from a T12 fixture that is not being retrofitted with T8 or T5 lamps does not qualify for this incentive. Incentives are paid for the permanent removal of existing 8', 4', 3' and 2' fluorescent lamps. Permanent lamp removal is the net reduction in the quantity of lamps, regardless of the number of fixtures, after a project is completed. Contractors are responsible for determining whether or not to use reflectors in combination with lamp removal in order to maintain adequate lighting levels. Lighting retrofits are expected to meet the Illuminating Engineering Society of North America (IESNA) recommended light levels. Unused lamps, lamp holders, and ballasts must be permanently removed from the fixture and disposed of in accordance with local regulations.

### **P.11.3 High Performance 4-foot T8 Lamp and Electronic Ballast**

Incentives are available for replacing existing T12 lamps and magnetic ballasts with high performance T8 lamps and electronic ballasts. This measure is based on the Consortium for Energy Efficiency (CEE) high performance T8 specification ([www.cee1.org](http://www.cee1.org)) and is summarized in the following table. A list of qualified lamps and ballasts can be found at: <http://www.cee1.org>. Both the lamp and ballast must meet the specification in order to qualify for an incentive. A manufacturer's specification sheet may be requested.



**Table 2: High Performance T8 Specifications**

High Performance T8 Characteristics					
Mean System Efficiency	≥ 90 Mean Lumens per Watt (MLPW) for Instant Start Ballasts				
	≥ 88 MLPW for Programmed Rapid Start Ballasts				
Performance Characteristics for Lamps					
Color Rendering Index (CRI)	≥ 80				
Minimum Initial Lamp Lumens	≥ 3100 Lumens <sup>1</sup>				
Lamp Life	≥ 24,000 Hours				
Lumen Maintenance or Minimum Mean Lumens	≥ 94% or ≥ 2900 Mean Lumens				
Performance Characteristics for Ballasts					
	Lamps	Low BF ≤ 0.85	Norm 0.85 < BF ≤ 1.0	High BF ≥ 1.01	
	Instant Start Ballast (BEF)				
	1	≥ 3.08	≥ 3.11	≥ 3.03	
	2	≥ 1.60	≥ 1.58	≥ 1.55	
	3	≥ 1.04	≥ 1.05	≥ 1.04	
	4	≥ 0.79	≥ 0.80	≥ 0.77	
	Programmed Rapid Start Ballast (BEF)				
	1	≥ 2.84	≥ 2.84	≥ 2.95	
	2	≥ 1.48	≥ 1.47	≥ 1.51	
	3	≥ 0.97	≥ 1.00	≥ 1.00	
	4	≥ 0.76	≥ 0.75	≥ 0.75	
	Ballast Frequency	20 to 33 kHz or ≥ 40 kHz			
	Power Factor	≥ 0.90			
	Total Harmonic Distortion	≤ 20%			

<sup>1</sup> For lamps with color temperatures ≥ 4500K, 2,950 minimum initial lamp lumens are allowed.

**P.11.4 Reduced Wattage 4-foot T8 (Lamps Only)**

Incentives are available when replacing 32 Watt T8 lamps with reduced wattage T8 lamps when electronic ballast is already present. The lamps must be reduced wattage in accordance with the Consortium for Energy Efficiency (CEE) specification and summarized in the following table. Qualified products can be found at <http://www.cee1.org>. The nominal wattage must be 28W (≥ 2585 Initial Lumens) or 25W (≥ 2400 Initial Lumens) to qualify. **De-lamping in T8 to T8 fixture retrofit is not allowed.**

**P.11.5 Reduced Wattage 4-foot T8 Lamp and Ballast**

Incentives are available for replacing T12 & magnetic ballast systems with reduced wattage (28 or 25W) T8 lamps and electronic ballasts. For reduced wattage 4-foot T8 lamps, the nominal wattage must be 28 W (≥2,585 Lumens) or 25 W (≥2,400 Lumens) to qualify. The mean system efficacy must be ≥ 90 MLPW, CRI ≥80, and lumen maintenance at 94 percent. This measure is based on the Consortium for Energy Efficiency (CEE) reduced wattage specification and is summarized in the table below. A list of qualified lamps and ballasts can be found at <http://www.cee1.org>. Both the lamp and ballast must meet the specification to qualify for an incentive. The incentive is calculated based on the number of lamps installed. A manufacturer's specification sheet must accompany the application.





**Table 3: Reduced Wattage 4-foot Lamps and Ballasts**

Performance Characteristics for Systems		
Mean system efficacy	≥ 90 Mean Lumens per Watt (MLPW) for Instant Start Ballasts	
	≥ 88 MLPW for Programmed Rapid Start Ballasts	
Performance Characteristics for Lamps		
Color Rendering Index (CRI)	≥ 80	
Minimum initial lamp lumens	≥ 3100 Lumens <sup>2</sup>	
Lamp life	≥ 18,000 hours	
Lumen maintenance or minimum mean lumens	≥ 94% or ≥ 2585 Lumens for 28 W ≥ 2400 Lumens for 25 W	
Performance Characteristics for Ballasts		
Ballast Efficacy Factor (BEF) BEF = (BF x 100) / Ballast Input Watts	28W Systems	
	Lamps	All Ballast Factor Ranges
	1	> 3.52
	2	> 1.76
	3	≥ 1.16
	4	≥ 0.88
	25W Systems	
	1	≥ 3.95
	2	≥ 1.98
	3	≥ 1.32
	4	≥ 0.99
	Ballast Frequency	20 to 33 kHz or ≥ 40 kHz
	Power Factor	≥ 0.90
Total Harmonic Distortion	≤ 20%	

<sup>1</sup> For lamps with temperature ≥ 4500K, 2,950 minimum initial lamp lumens are specified.

**P.11.6 Reduced Wattage 8-foot T8 Lamps (Lamps Only)**

Incentives are also available when replacing 59-Watt T8 or 60-Watt T12 lamps with reduced-wattage T8 lamps when an electronic ballast is already present. Eight-foot lamps must have a minimum MLPW of 90 and must have a nominal wattage equal to or less than **57W**. A manufacturer’s specification sheet may be requested.

**P.11.7 2-Lamp, 8-Foot T12 to 2 Lamp 4-foot HP or RW**

This measure consists of replacing existing 2-lamp 8-foot T12 lamps and magnetic ballast with two (2) high performance or reduced wattage T8 lamps and electronic ballast.

**P.11.8 Standard T8 and Electronic Ballast**

This measure consists of replacing T12 systems with 2-foot, 3-foot, 4-foot T8 or U-tube lamps and electronic ballasts. The T8 lamps must have a color rendering index (CRI) ≥ 80. The electronic ballast must be high frequency (≥ 20 kHz), UL listed, and warranted against defects for 5 years. Ballasts must have a power factor (PF) ≥ 0.90. Ballasts for 4-foot lamps



must have total harmonic distortion (THD)  $\leq 20\%$  at full light output. For 2- and 3-foot lamps, ballasts must have THD  $\leq 32\%$  at full light output.

### **P.11.9 T12 to T5 Lamp and Ballast**

This measure consists of replacing T12 fixtures with T5 lamp and new electronic ballasts. T5 lamps must have a color rendering index (CRI)  $> 80$  and be 4 ft. in length. The electronic ballast must be high frequency ( $>20\text{MHz}$ ), UL listed and warranted against defects for 5 years. Ballasts for 4-foot lamps must have total harmonic distortion (THD)  $\leq 20\%$  at full light.

### **P.11.10 New T8/T5 Fixtures with Electronic Ballast (Example: High Bay Fixtures)**

This measure consists of replacing one or more existing fixtures with new fixtures containing T8 or T5 lamps and electronic ballasts. The T8 or T5 lamps must have a color rendering index (CRI)  $\geq 80$ . The electronic ballast must be high frequency ( $\geq 20 \text{ kHz}$ ), UL listed, and warranted against defects for 5 years. Ballasts must have a power factor (PF)  $\geq 0.90$ . Ballasts for 4-foot lamps must have total harmonic distortion (THD)  $\leq 20\%$  at full light output. For 2- and 3-foot lamps, ballasts must have THD  $\leq 32\%$  at full light output. High output T5/T8 lamps also qualify for this rebate. This incentive can be used in high bay and low bay fluorescent applications.

### **P.11.11 T12 or T8 to LED Fixtures (requires LED fixture installation)**

This measure consists of replacing one or more existing T12 or T8 fixtures with new LED fixtures. This is a non-standard measure and requires the specification sheet for the LED fixture and the DLC QPL proof to be attached to the proposal prior to submittal for approval review. LED fixtures must appear on the Design Lights Consortium Qualified Products List at <http://www.designlights.org>. For fixtures not included in the database, use the closest (without exceeding) available fixture.

### **P.11.12 Exit Signs**

High-efficiency exit signs must replace or retrofit an existing incandescent exit sign. Electroluminescent, T1, and light-emitting diode (LED) exit signs are eligible under this category. Non-electrified and remote exit signs are not eligible. All new exit signs or retrofit exit signs must be UL or ETL listed, have a minimum lifetime of 10 years, and have an input wattage  $\leq 5$  Watts per face or be ENERGY STAR® qualified.

### **P.11.13 LED Lamps, Fixtures and Retrofit Kits**

Prescriptive LED lamp replacement measures address the replacement of 20-100 watt incandescent lamps with integral screw-in or pin-type replacement lamps. LED wattage may not exceed 20 watts. For fixtures not included in the database, use the closest (without exceeding) available fixture. Any yellowed, cracked, otherwise damaged or missing lenses **MUST** also be replaced, or the project will not pass inspection.

LED fixture replacement measures address the replacement of incandescent fixtures or HID fixtures. **Prescriptive LED fixtures or integral lamps must appear on one of the following lists:**

- Energy Star Qualified Products List: <http://www.energystar.gov>
- Design Lights Consortium Qualified Products List: <http://www.designlights.org>

Product specification sheets and proof of DLC or Energy Star certification is required at proposal submission.



### **LED Screw-In Replacing HID**

Existing HID lamps must be equal to or less than a nominal 400 W lamp. The retrofit must be permanently wired around the existing ballast and in full compliance with the authorities having jurisdiction. Available for both interior or exterior applications.

### **LED Lamp Replacing Incandescent Lamp**

Available for both screw-in or plug-in style bulbs used as replacements for incandescent lamps in interior applications. Rebates are based on the replacement of incandescent lamps rated up to 100 watts.

### **LED Lamp Replacing CFLs**

LED Lamps must be replacing RAR, BR, R, A-Line, candelabra CFL lamps.

### **Linear LED Tube Lights**

Linear LED tube lights must be replacing existing interior T12 or T8 linear fluorescent lamps. Existing T12 fixture ballast must be removed or permanently disabled. Linear LED tube lights must be Design Light Consortium certified for linear replacement lamps. New fixtures utilizing LED tube lamps does not qualify.

### **Parking Garage LED/Induction Retrofit**

Available for parking garage applications for replacing existing high-intensity discharge fixtures or incandescent (over 250 watts) with LED or induction fixtures. Applicable to parking garage fixtures that are on approximately 20 hours a day. For LED fixtures or retrofit kits, the new fixture or retrofit kit must be approved by Design Lights Consortium. Existing T12 fixture ballast must be removed or permanently disabled. For Induction fixtures or retrofit kits, the following minimum requirements must be met per [DLC Lamps Technical Requirements](#):

- Minimum fixture lumens per watt initial efficacy
- Minimum average rated life
- Minimum CRI
- Minimum warranty period

### **Signage Light Retrofits**

To qualify for this incentive, the existing incandescent, T12 fluorescent, or neon fixture must either be a permanently wired lamp retrofit or a completely new LED fixture. This measure is intended for the replacement or retrofit of interior-lit roadway/walkway signage, canopy decorative/security lighting, or permanently-wired neon lighting.

- All incentivized fixtures or kits must be approved by ENERGY STAR or Design Lights Consortium, if applicable to that type of light. For fixture types that are not approved by either certifying body, the new fixture must feature the following minimum requirements:
  - 70 lumens per watt efficacy
  - 50,000 hours lifespan
  - 5-year warranty period
- A fixture that is on continuously 24/7 would qualify for the continuous operation incentive.
- A fixture that does not operate continuously, but at least 10 hours per day would qualify at the commercial hours incentive.
- Linear LED tube light retrofits or new fixtures do not qualify for this incentive.



#### **P.11.14 Locking Base CFLs (GU24)**

Locking Base CFLs must replace Incandescent, Metal Halide or other non-CFL lamp and have an efficacy  $\geq 40$  lumens per watt (LPW) and be ENERGY STAR ® rated.

#### **P.11.15 Controls: Occupancy Sensors**

All lighting controls must be listed by UL or other OSHA approved Nationally Recognized Testing Laboratory (NRTL) in accordance with applicable US standards. Passive infrared, ultrasonic detectors and fixture-integrated sensors or sensors with a combination thereof are eligible. Sensors may be hardwired or wireless if they have a minimum ten year battery life. All sensors must control interior lighting fixtures. The incentive is per Watt controlled. Incentives are also available for new fixtures with integrated occupancy controls. These fixtures must meet specifications for both new and control measures. Specification sheet for occ sensor selections must be attached to the proposal before submitting for approval.

#### **P.11.16 Anti-Sweat Heater Controls**

Incentives are available for anti-sweat heater controls. To qualify for this incentive, a control device is installed that senses the relative humidity in the air outside of the display case and reduces or turns off the glass door (if applicable) and frame anti-sweat heaters at low-humidity conditions. Technologies that can turn off anti-sweat heaters based on sensing condensation (on the inner glass pane) also qualify. The incentive is based on the total linear footage of the case. Specification sheet for product is required with submission of proposal.

#### **P.11.17 Electronically Commutated (EC) Evaporator Fan Motors**

This measure is applicable to the replacement of an existing standard-efficiency, shaded-pole evaporator fan motor in refrigerated display cases or fan coil in walk-ins. The replacement unit must be an electronically commutated motor (ECM).

#### **P.11.18 Night Covers for Displays**

This rebate applies to open refrigerated cases with no existing night covers which are located at stores that are open for less than 24 hours per day. Incentive is paid per linear foot of case.

#### **P.11.19 LED Refrigerated Case Lighting**

This measure consists of replacing fluorescent refrigerated case lighting with light emitting diode (LED) source illumination. Only 5' or 6' LED light bars are eligible. The LED lighting must meet Design Lights Consortium specifications summarized in the table below. Specification sheet for product and DLC proof of qualified product is required with submission of proposal.



Minimum Light Output	Zonal Lumen Density	Minimum Luminaire Efficacy	Allowable CCTs (ANSI C78.377-2008)
Center-mounted: ≥100 lm/ft End-mounted: ≥ 50 lm/ft	≥95% 0°-80°	35 lm/W	2700K, 3000K, 3500K, 4000K, 4500K and 5000K
Minimum CRI	Minimum LED Lumen Maintenance at 6,000 Hrs	Minimum Luminaire Warranty	
70	95.80%	5 years	

**P.11.20 Reach-in Cooler Controls**

This rebate measure applies to installation of controls with passive infrared occupancy sensor to turn off internal fluorescent display lights and other refrigerated systems when the surrounding area is unoccupied for 15 minutes or longer. The refrigerated unit is free-standing and contains only non-perishable bottled and canned beverages. Control logic should power up the machine at 2-hour intervals to maintain product temperature.

**P.12 PROGRAM WARRANTIES**

The Contractor will honor the following warranties for work performed in the Quick Saver Program:

- I. One (1) year labor
- II. Manufacturer’s warranty on equipment installed as follows:
  - 1 year Compact fluorescent lamps (CFLs) and adapters
  - 2 years Occupancy sensors and photocells
  - 2 years Electronically Commutated Motors (ECMs)
  - 2 years Refrigeration motor controls
  - 2 years Anti-Sweat Heater (ASH) Controls
  - 3 years Fluorescent tube lamps
  - 5 years Electronic ballasts
  - 5 years Reflectors
  - 5 years Exit signs
  - 5 years LED fixtures
  - 5 years LED lamps / tubes
  - 5 years LED retrofit kits

**P.13 STEPS TO SUBMIT PROJECTS IN THE QUICK SAVER PROGRAM**

A Customer may choose to cancel a project at any time prior to the installation. A Customer may contact the Quick Saver™ Program to cancel a project. A Contractor cannot penalize a Customer in any way for canceling a project prior to installation. Any copayment collected for a cancelled project must be refunded to the customer in a timely fashion.





### **Step 1 – Program Overview, Facility Survey and Project Proposal**

Contractor visits PNM customer, assesses the facility, and proposes an implementation package that meets the needs of the Program and the customer.

### **Step 2 –Participation Agreement**

- a) Contractor prepares the Participation Agreement for the customer
- b) To proceed, Customer reviews the Participation Agreement, accepts the proposed work and signs Participation Agreement. Contractor signs the Participation Agreement and submits all pages of the form to DNV GL.
- c) DNV GL reviews and approves non-standard Participation Agreements, as appropriate. Approval is automatic if measures, savings, and costs are standard. Automatic approval is not a guarantee of customer eligibility.

### **Step 3 – Eligibility Confirmation**

DNV GL confirms customer eligibility through customer-provided bills or eligible customer list provided by PNM.

### **Step 4 – Pre-Installation Inspection**

- a) By signing the Participation Agreement, Customer agrees to provide access to the facility for DNV GL staff to inspect.
- b) DNV GL, at its discretion, may conduct a pre-installation inspection to ensure that all proposed measures are feasible and appropriate. DNV GL verifies existing equipment at this time.
- c) Contractor submits a Change Order or a new Participation Agreement if required, within 14 days to resolve discrepancies identified during inspection (failed inspection resolution).

### **Step 5 – Measure Installation and Project Completion Form**

- a) Contractor schedules installation with customer.
- b) Contractor performs the installation within 180 days of signed agreement.
- c) Upon completion of the installation, Contractor obtains the customer's signature on the Project Completion Form, notes any changes to the scope of work during installation on the Project Completion Form, signs, and submits all pages of the form to DNV GL.

### **Step 6 – Post-Installation Inspection**

- a) Customer provides access to the facility for inspection.
- b) DNV GL may conduct a post-installation inspection to verify all measures and that they have been correctly installed.
- c) Contractor resolves any deficiencies identified at post inspection within 14 days.
- d) As part of Program evaluation, PNM engages a Measurement and Evaluation ("EMV") contractor that inspects and monitors a sample of energy efficiency project installations. Customers are contacted directly by the EMV contractor and Program measures may be evaluated.



### Step 7 – Final Approval Process and Final Payment Notification

- a) DNV GL notifies the customer and Contractor that the Project is ready for rebate payment via the Notification of Payment form.
- b) If the post-installation customer copayment portion of the project increases more than 10% of the original copay, or no post-inspection is performed, Contractor and the customer have 14 calendar days after the date on the payment notification form to contest the Project details and make corrections. The signed Notification of Payment form may be submitted to DNV GL by either the customer or the contractor signifying acceptance of the final financials resulting from the completed project.
- c) Once the Project is accepted by the customer or the contractor, or when the fourteen (14) day waiting period has passed, DNV GL will request that a check be issued to Contractor for the rebate amount. *Contractor will receive this check within 6 weeks from the date of the payment request.*
- d) If post-installation inspection passes, the project proceeds to payment request with no 14-day Notification of Payment waiting period. *Contractor will receive this check within 6 weeks from the date of the payment request.*
- e) Contractor invoices the customer for the balance of the Project cost as provided on the Notification of Payment form. *Contractor cannot collect more than the customer copayment evidenced on the Notification of Payment form.* If contractor collection exceeds that amount, a refund of the difference between the copayment on the Notification of Payment form and what the contractor collected from the customer is due the customer within 14 calendar days.

## P.14 PROGRAM FORMS

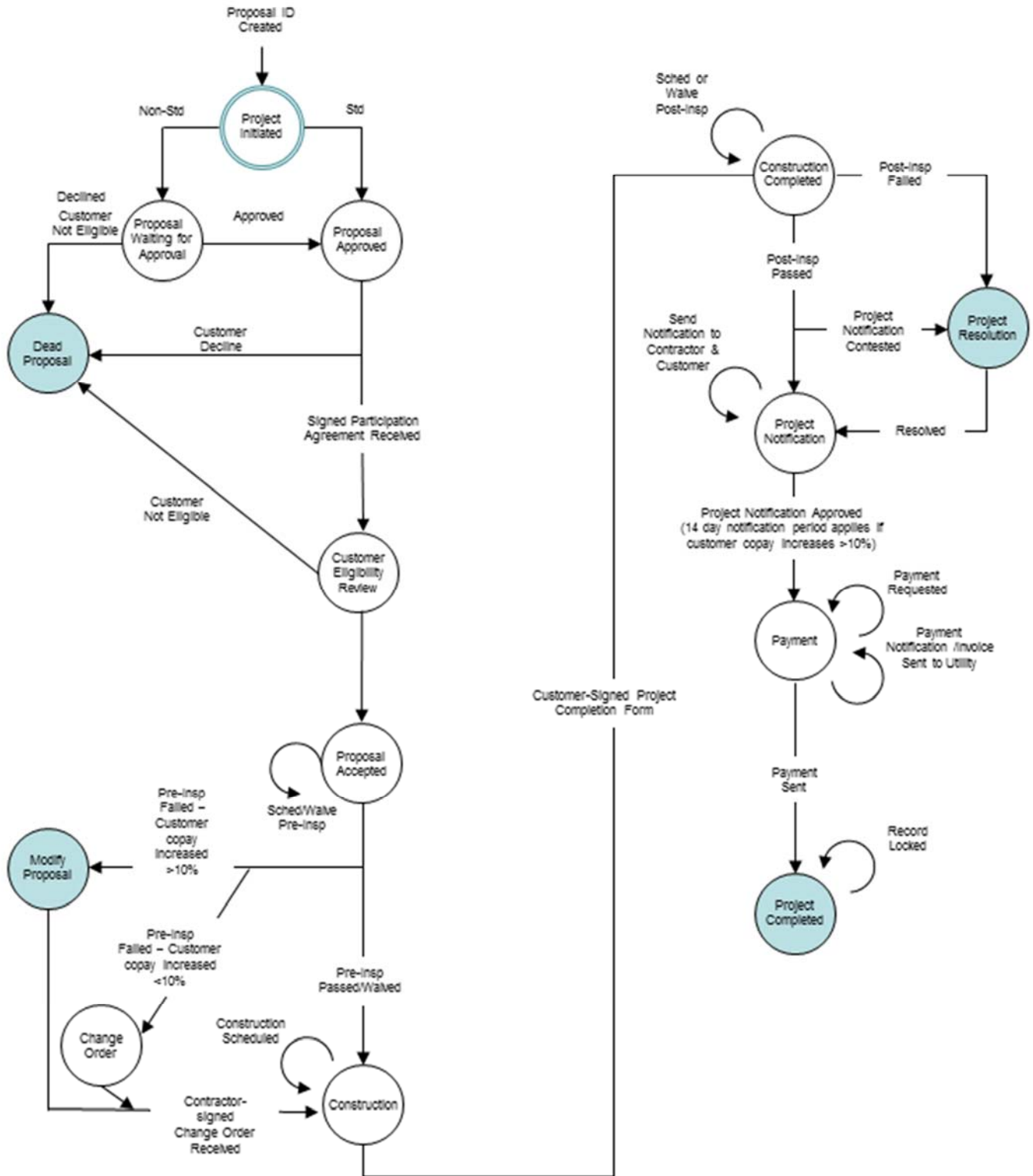
- Quick Saver Program Contractor Application & Agreement
- Quick Saver Program Policies and Procedures document
  - Includes equipment specifications
- Participation Agreement (PA)
  - Contract between the Quick Saver Program, the Customer, and the Contractor
  - Contains terms and conditions and required disclosure statements
  - Contractor and Customer signature required
  - Customer or Contractor cannot cross out or modify any of the terms and conditions
  - Funds are reserved once the Quick Saver Program has checked off receipt of the PA in the proposal generation software
  - The Program will send Customer a signed copy of the PA
- Pre-inspection Form
  - Quick Saver Program use only. The Quick Saver Program reserves the right to conduct both pre- and post-inspections of all projects
  - If passed, installation may be scheduled
- Change Order Form
  - Required if pre-inspection failed and customer copay increased <10%
  - Once signed and returned to the Quick Saver Program, installation may be scheduled (does not apply if pre-inspection passed)
- Modified Participation Agreement
  - Required if pre-inspection failed and customer copay increased >10%



- Once signed and returned to the Quick Saver Program, installation may be scheduled (does not apply if pre-inspection passed)
- Project Completion form
  - Signed by Customer and Contractor at project completion and returned to Quick Saver Program
  - Changes in scope during installation are to be noted on the Project Completion Form
- Post-inspection form
  - Quick Saver Program use only. The Quick Saver Program reserves the right to conduct both pre- and post-inspections of all projects.
- Notification of payment
  - Provides detail on total incentive approved for payment and final site verification findings
  - Customer and Contractor have 14 calendar days to dispute financial results prior to payment being requested if customer copayment increased > 10% from the original Participation Agreement.
  - Customer or Contractor must provide reason for dispute in comment section of form and return to Quick Saver Program within 14 calendar days of date stamp.
  - Period is waived if post-inspection passed and customer copayment remained unchanged or increased <10%
  - Payment is requested and subsequently issued within 6 weeks of the conclusion of the payment notification waiting period.



**P.14.1 Quick Saver Document Process Flow Chart**





## **P.15 PRICING**

The Quick Saver Program has established “standard prices” based on market surveys and other pricing information. Contractors that submit standard proposals with standard prices and measures will be able to download the participation agreement immediately (no wait period).

Contractors may make adjustments from standard on each project. Adjustments are subject to Quick Saver Program staff review and approval.

- **“Non-standard”** proposals are defined as:
  - Change from standard material, labor, and or “other” price
  - Custom measure
  - “Other” lighting fixture replacement (Contractor will need to provide specification sheet and may need to provide energy savings calculations)

## **P.16 PAYMENT PROCESS**

When the installation has been verified as completed according to the steps outlined in this document, the incentive will be paid directly by the Quick Saver Program to the participating Contractor. The Customer is responsible for paying Contractor their portion of the project cost as stated in the participation agreement.

## **P.17 CUSTOMER CO-PAY**

Contractor shall disclose in writing to participating businesses any co-pay obligations. Contractor is solely responsible for collecting payments that are not covered by the Quick Saver Program from the participating business. The Quick Saver Program has no obligation to compensate Contractor for nonpayment by the participating business. Contractor has the right not to perform the installation if Contractor has concerns about the creditworthiness of the participating business.

Contractor and the participating business may establish their own mutually agreeable payment terms if the standard payment term of the Program of full copayment paid to the Contractor upon completion of work is not satisfactory. In no case may the Contractor charge the Customer a co-pay that is higher than the co-pay amount specified in the payment notification form for services specified on that form. In no case may the Contractor or Customer alter or amend the Quick Saver Program forms to indicate any change in terms. If contractor collects a copayment from the customer that exceeds the copayment on the Notification of Payment, contractor must refund the difference within 14 calendar days.

## **P.18 SATISFACTION**

The Quick Saver Program Team strives to ensure a high level of satisfaction with all aspects of the Quick Saver Program. However, if any problems or concerns should arise, we encourage you to contact Quick Saver Program at 877-607-0741. If the staff cannot resolve any concern or dispute to your satisfaction, please contact the Quick Saver Program Operations Manager. If the issue cannot be resolved, the Quick Saver Program will contact the PNM Program Manager for assistance. Finally, participants may contact the New Mexico Public Regulation Commission if unable to resolve the issue via the aforementioned means.



## **P.19 TAX IMPLICATIONS**

Incentive payments may have tax implications for businesses and/or Contractors who receive them. The recipient is responsible for any and all tax payments that may result from an incentive payment. Participating businesses and Contractors are encouraged to consult their accountant or tax experts to determine implications.

Incentives are taxable and, if greater than \$600, will be reported to the Internal Revenue Service unless Contractor's business is exempt or a corporation. The Quick Saver Program will report Contractor incentive(s) as income to Contractor on IRS Form 1099 unless Contractor has indicated corporation or exempt tax status on the Contractor information portion of the Contractor Application & Agreement. Contractor must provide the Business Program with its tax identification number (usually FEIN) on the Contractor information portion of the Contractor Application & Agreement. PNM and DNV GL are not responsible for any taxes that may be imposed on Contractor's business as a result of Contractor's receipt of incentives.

## **P.20 DISCLAIMER**

The Quick Saver Program, DNV GL, and/or PNM has no obligations regarding and do not guarantee the energy savings and does not make any warranties associated with the measures eligible for incentives under this Program. DNV GL and PNM have no obligations regarding and does not endorse or guarantee any claims, promises, work, or equipment made, performed, or furnished by any Contractors or equipment vendors that sell or install any energy efficiency measures.

## **P.21 INCENTIVES**

The Quick Saver Program has limited funding and incentives will be paid until allocated funds are depleted. If funds are available, incentives will be reserved once a completed participation agreement has been received and entered into the Proposal Generation software as received by the Quick Saver Program Team. This Program and related incentives may be modified or terminated without notice.

## **P.22 PROPRIETARY OR CONFIDENTIAL INFORMATION OR DATA**

In the course of performing services in this Program, parties may gain knowledge of information or data of a proprietary or confidential nature belonging to PNM, DNV GL, or the Customers served by the Quick Saver Program. All parties acknowledge and agree to neither divulge nor disclose any such information to any third party (or parties) without the Quick Saver written consent of DNV GL, PNM, the Customer and the Contractor, nor to allow such information to be divulged or disclosed. The Contractor agrees not to use the names, identifying characteristics, logo, service mark or trademark of PNM, DNV GL and/or the Quick Saver Program for published project reports, advertising, sales promotion or other publicity without the written approval from PNM and/or DNV GL.

## **P.23 LIABILITY**

Contractor shall defend, indemnify and hold DNV GL and PNM, its officers and directors, employees harmless from and against any and all claims, demands, causes of action, suits and other litigation and related damages, losses and expenses, violation of any laws, or failure to maintain any licenses or permits, including but not limited to attorney's fees arising out of or resulting from the services performed or failed to be performed by Contractor or anyone for whose acts Contractor may be liable. Contractor shall reimburse DNV GL and/or PNM for all expenses, including but not limited to





attorney's fees, paid or otherwise incurred to in interest, of and from any and all debts, demands, actions, causes of action, suits, accounts, covenants enforce the provisions of this paragraph if either Contractor or Contractor's insurer refuses to so defend, indemnify or hold DNV GL and/or PNM harmless as provided above. Contractor hereby unconditionally and irrevocably releases and forever discharges, to the fullest extent permitted by applicable law, DNV GL and PNM, its officers, directors, employees, agents, representatives, assigns, affiliates, parents, subsidiaries, and successors, contracts, agreements, damages, and any and all claims, demands, and liabilities arising in relation to the Contractor Application & Agreement or the work of Contractor hereunder.

## **P.24 CONTACT INFORMATION**

Phone: 1-877-607-0741 toll-free 505-938-9400 local  
Fax: 1-505-938-9401  
Email: [energyefficiency@pnm.com](mailto:energyefficiency@pnm.com)  
Website: <http://www.pnmenergyefficiency.com>  
Mailing Address: PNM Quick Saver™ Program  
c/o DNV GL Energy Services, USA Inc.  
320 Gold Ave. SW, Suite 600  
Albuquerque, NM 87102



**P.25 CONTRACTOR ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS & CONDITIONS**

I have read and understand the Quick Saver Program Policies and Procedures, and agree to the terms and conditions set forth in the document.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Date \_\_\_\_\_

Received by Quick Saver Program Administrator

\_\_\_\_\_

Date \_\_\_\_\_