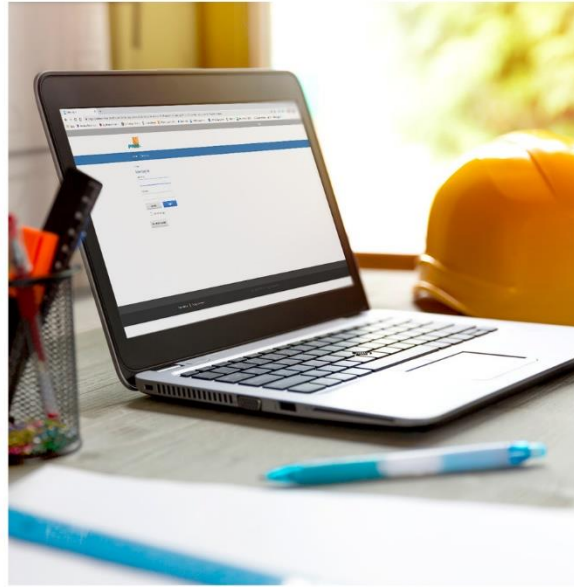




Business Energy Efficiency Programs Policies & Procedures 2023 Quick Saver™ Program



Updated: January 2023

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 Energy Services USA Inc. (“DNV”) 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. Per the Participation Agreement executed by the Parties, in the event of a conflict between these Policies and Procedures and the Participation Agreement, the terms and provisions of the Participation Agreement shall control.

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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 higher incentive levels in the program help drive this market, resulting in short payback periods and low measure installation costs for customers. Quick Saver authorized contractors (“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.

Contractors conduct a free facility assessment for eligible customers to identify potential energy-saving equipment options and estimate the amount of energy efficiency incentives that may be 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.

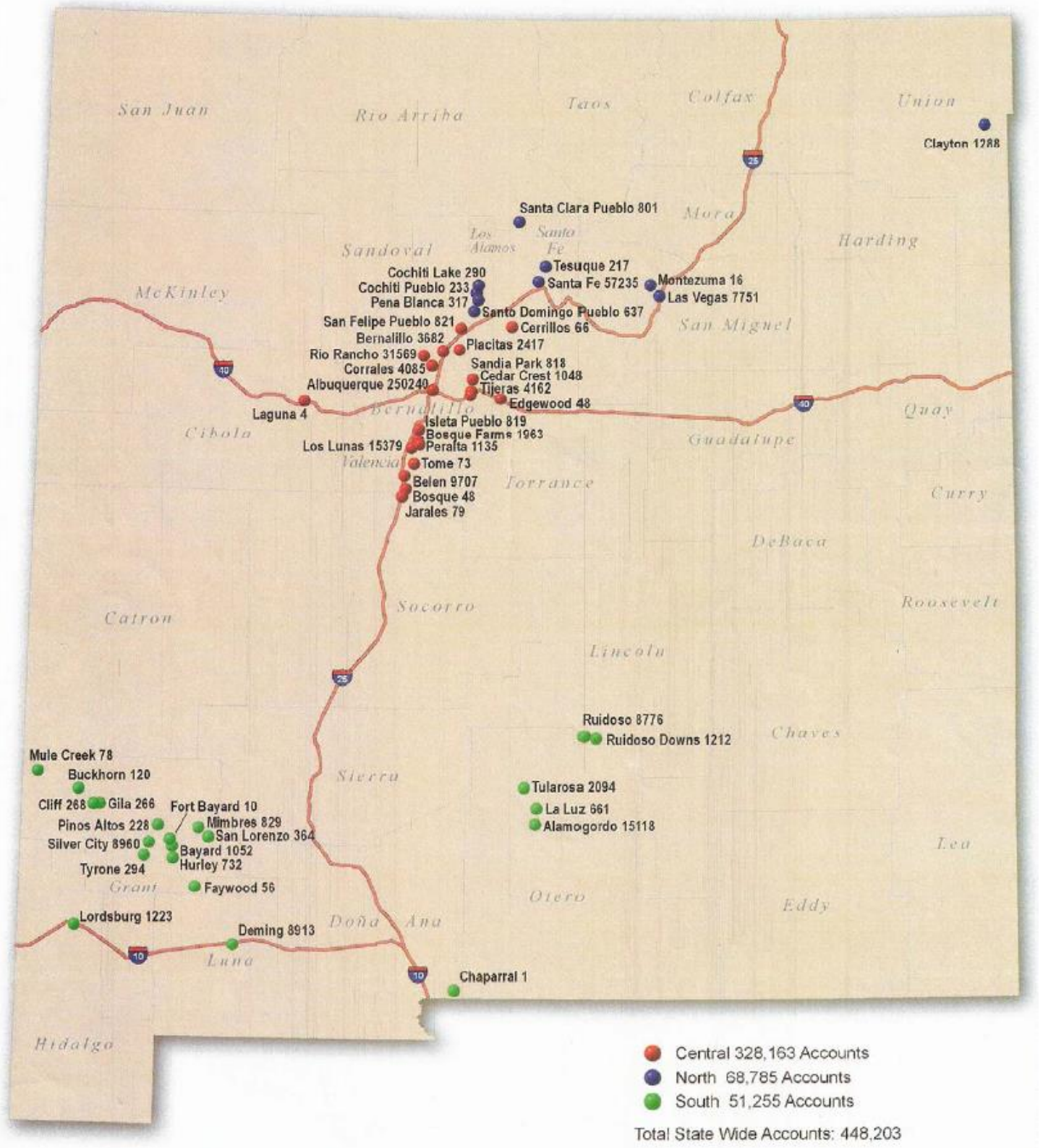
Contractors are responsible for assessing the customer facility, the selection of energy efficiency measures, specifying equipment, performing the installations, and providing required warranties. The DNV team is responsible for verifying customer eligibility, conducting inspections to verify pre-and post-installation conditions and equipment, processing program documents and issuing payment for incentives, and overall program oversight. DNV provides contractors with program information and a web-based Quick Saver proposal generation portal to enter project scopes of work, track them, and receive approval and payment for projects. The Quick Saver Program, PNM, or DNV offers no warranties for the contractors’ work. Contractors are solely liable for their work and will provide any required warranties under the program.

P.2 PROGRAM INCENTIVES

P.2.1 Table of Quick Saver Incremental Rebates

Lighting Replacement Measures	*Incentive is capped at cost*
LED screw-in lamp replacing ≤ 400W HID	\$0.100 per annual kWh reduced
LED screw-in or pin base ≤20W lamp replacing 20W to 100W incandescent lamp	\$0.100 per annual kWh reduced
LED screw in or pin base ≤20W lamp replacing ≤42W CFL lamp	\$0.100 per annual kWh reduced
LED retrofit kit in linear fluorescent fixture	\$0.140 per annual kWh reduced
LED retrofit kit in HID Fixture	\$0.140 per annual kWh reduced
LED retrofit kit in recessed lighting cans (LED surface mount disk or can retrofit kit)	\$0.140 per annual kWh reduced
LED fixture replacing T5, T8, or T12 fixture	\$0.150 per annual kWh reduced
LED fixture replacing ≤100W Incandescent, halogen, or HID fixture	\$0.150 per annual kWh reduced
LED fixture replacing >100W incandescent, halogen, or HID fixture	\$0.150 per annual kWh reduced
TLED lamp (Type B ONLY) replacing fluorescent lamps	\$0.100 per annual kWh reduced
Interior lighting occupancy sensor	\$0.150 per annual kWh reduced
LED retrofit of exterior commercial signage	\$0.250 per annual kWh reduced
LED exit sign - new fixture ≤ 5 watts	\$0.150 per annual kWh reduced
Non-prescriptive lighting measure (“Other” prescriptive selection in inventory summary to be used only if no prescriptive selection exists within +/- 2W tolerance)	\$0.145 per annual kWh reduced
Fixture removal: HID, T12/T8	\$0.145 per annual kWh reduced
Non-Lighting Replacement Measures (\$.160 per kWh)	*Incentive is capped at cost*
Anti-Sweat Heater (ASH) Controls	\$70.00 per LF
EC Motor (with or without control) for refrigerated reach-ins or walk-ins	\$0.160 per annual kWh reduced
Night covers for displays	\$27.00 per LF
LED refrigerated case lighting (vertical)	\$75.00 per door

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 AUTHORIZED CONTRACTORS

To participate in the Quick Saver Program, the authorized contractor must:

- Be a PNM Trade Ally in good standing;
- Complete and sign the “Quick Saver Contractor Application & Agreement”, provide required contractor licenses and acceptable certificate of insurance; and
- Attend the mandatory Quick Saver contractor training.

To remain an authorized Quick Saver contractor in good standing, the contractor must:

- Provide and maintain on file with the program a current New Mexico contractor’s license and Certificate of Insurance that satisfactorily meets the minimum program insurance requirements

- Complete a minimum of four (4) Quick Saver projects annually
- Complete project scope of work in 180 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-payment requirements.
- Know and obey all criteria in the Quick Saver Contractor Agreement and Quick Saver Policies & Procedures.
- Ensure 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

PNM reserves the right to associate with your business and include your participation in the incentive program for promotion and advertising. By participating in the PNM Business Energy Efficiency Programs, contractors and customers agree to be contacted by PNM and/or its representatives to participate in the promotion of the program, including but not limited to: advertising, case studies, testimonials, and other marketing materials deemed appropriate by PNM.

In addition, the following rules and conditions apply concerning the co-branding of any marketing materials:

- The PNM logo may NOT be used in any materials by any customer, or contractor.
- Only contractors in the Quick Saver Program may use the following explicit language in their materials: "PNM Quick Saver Contractor."
- Marketing and other collateral materials created by PNM and/or its representatives may NOT be co-branded with any company name and/or logo or other graphic and/or textual representation of a customer, contractor, contractor business, and/or representative of that business.
- Customer, contractors, and contractor websites MAY provide a link to the PNM Business Energy Efficiency Programs website.

These conditions can only be altered or revised with the express consent of PNM and/or its designated representative. PNM reserves the right to remove any contractor and their associated company from participation if they do not comply with the program policies & procedures.

P.4.2 Authorized Contractor Responsibilities

Contractor responsibilities include, but are not limited to:

- Active, accurate, and timely participation in the Program, completing a minimum of four (4) projects annually between January 1 and December 31.
- Attending required Quick Saver Program training(s) per notices in Program e-newsletters and/or direct emails.
- Customer marketing, sales, and project development.
- Use of the Quick Saver Program web-based proposal generation software to create, expedite and streamline projects is mandatory.
- Submit all approved project proposals and project completion forms signed by participating customers.
- Material procurement and installation are the responsibility of the contractor. All equipment must meet the standard requirements and specifications outlined in this document.
- Obtain the appropriate permits as necessary following 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 Quick Saver Program warranties.
- Provide a written summary or proof of the resolution of customer complaints, warranty requests, and failed inspection items within 14 calendar days to DNV.

- Submitting required forms and documentation including, but not limited to: material invoices, proof of equipment qualification, and specification sheets, upon request.
- Collection of residual project payment from the participating business customer (“customer copayment”), after the project has passed post inspection.
- The resolution of any customer dispute is the responsibility of the contractor. PNM and DNV assume no liability for the customer’s decision to participate in the Quick Saver Program, for any dispute arising out of repair or replacement of the equipment installed, or project copayment per the signed Participation Agreement.
- In the event of a change in contractor staff, the contractor is to notify the Quick Saver Program Team to maintain accurate contractor contact information and to arrange for training of new staff members associated with projects in the program.

P.4.3 Contractor Approval Process

- Each PNM Trade Ally entering the Quick Saver Program closed network of contractors must complete and return all pages of the original Quick Saver Contractor Application & Agreement and signed Quick Saver Policies & Procedures Acknowledgment with all required documentation per the document checklist in the application to DNV at energyefficiency@pnm.com. 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 acceptance as a contractor.
- DNV will review the application and verify the required documentation.
- Once the Quick Saver Contractor Application & Agreement has been determined complete and acceptable, and a contractor has completed the required program training session, DNV will provide the contractor with a fully-executed copy of their Quick Saver Contractor Application & Agreement for their records, and request access to the web-based proposal generation portal for which a unique logon will be issued directly to the contractor. Receipt of the fully executed Quick Saver Application & Agreement and Quick Saver portal logon credentials signifies that a contractor is a Quick Saver contractor and eligible to begin enrolling customers.

P.4.4 Contractor Probation, Suspension, or Removal

DNV has found the use of trade allies to be a powerful method of leveraging resources to offer cost-effective energy-efficiency improvements to PNM 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 can create obstacles for the entire program. Therefore, it is the responsibility of DNV 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 Program Manager or Operations Manager will consider when evaluating contractor participation.

A trade ally 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, PNM, and/or the customer. In such instances, the contractor may be immediately removed from participation in both the PNM Trade Ally Program and the Quick Saver Program.
 - Evidence of fraud or misrepresentation on part of the contractor.
 - Subcontracting any part of the Quick Saver customer project including sales and installation
 - Failure to maintain and provide a copy to DNV their current insurance policies for contractor file
 - Failure to keep licenses current and provide a copy to DNV for contractor file
 - Refusal to honor Program warranties

- The action resulting in a lien placed on a customer's property related to material or labor
 - Violations of Federal, State, 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 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.
- Providing inaccurate information resulting in a significant overstatement of requested incentives
 - Failure to notify the program of and provide written resolution to the program administrator regarding failed inspection items, warranty requests, or customer complaints within 14 consecutive calendar days following notification.
 - Work that is inconsistent with the Participation Agreement.
 - Installations not meeting program specifications or installation standards
 - Reduction in the contractor's satisfactory Better Business Bureau rating
3. **Administrative/Cumulative:** Items where the 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.
- Submitting incomplete or incorrect project information or documentation that leads to delayed processing time more than two (2) times.
 - DNV 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, or PNM without prior review and approval by DNV. PNM provides marketing collateral materials for this purpose.

Upon identification of an issue or concern, DNV 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 will create a written record, a copy of which will be placed in the contractor's file.
- DNV will discuss potential resolutions with the contractor and will be available for a meeting with the contractor and/or customer to resolve the issue.
- If a satisfactory resolution cannot be achieved, DNV will remove the contractor from participation in the program.
- For highly severe concerns, termination of contractor participation can be immediate.

If the 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 discretion of PNM and DNV, to complete projects where a signed Participation Agreement and/or Change Order Form has been received.

At its sole discretion, DNV 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 in which program participation will be based on a specific set of guidelines that will be determined by DNV.
- Required to attend additional training.

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

- **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 DNVDNV 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 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 Energy Services USA, Inc. and affiliates on an endorsement to the policy.

Except with regard to Worker’s Compensation and Employer’s Liability, DNV, PNM and the officers, directors, employees, affiliates and agents of each shall be included as additional insureds in contractor’s insurance policies. Such insurance shall be the primary insurance. Any separate insurance maintained by DNV 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 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 and PNM is not limited to contractor’s insurance coverage. DNV will withhold payment to contractor if contractor does not provide DNV 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 will 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.

P.4.10 *No Assignment or Subcontracting*

Contractor shall not assign, transfer, delegate, or subcontract to another party any portion of these policies and procedures or any applicable Contractor Agreement, or the assigned Quick Saver Program web-based proposal generation portal login 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, 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 Quick Saver Program 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 within 5 years of current assessment.
- Facilities with asbestos.
- Safety violations.
- Code violations.

P.5 PROGRAM TURNAROUND TIMES

Authorized contractor will:

- Resolve failed inspection items within fourteen (14) calendar days of the date of notification of discrepancies and provide proof of resolution in writing to DNV.
- Complete installations and submit the project completion form within 180 calendar days of a passed pre-inspection, or within 180 calendar days of signing the Change Order or modified Participation Agreement when a pre-inspection fails.
- Resolve and communicate resolution to DNV in writing regarding any customer complaints or warranty items within fourteen (14) calendar days.

DNV will:

- Manually review non-standard proposal submissions for approval within 4 or fewer business days.
- Verify customer eligibility, process incoming Participation Agreements, conduct pre-inspections, and communicate the pre-inspection results via the web-based 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 web-based proposal generation software system, within fourteen (14) calendar days of receipt of the Project Completion Form.
- Issue incentive payment to Contractor within four to six weeks 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 following local codes and ordinances. The 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. The contractor is responsible for being aware of any applicable codes or ordinances. Information about hazardous waste disposal can be found at <https://www.env.nm.gov/waste/>. The contractor shall provide DNV 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 before the start of the program is not eligible for an incentive.
- All Quick Saver projects must be completed and Project Completion Forms received no later than 15 business days before the conclusion of the Program year to be eligible for that year's program incentives. Incentive payment is subject to budget availability.

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 contiguous premise is determined by combining the customer's billable demand accounts.
 - Exceptions to this eligibility parameter may include, but are not limited to, exclusion of accounts not related to customer usage associated with the Quick Saver energy efficiency measures proposed. Examples

of such situations may be pumps for irrigation or sewage. Eligibility determination is subject to review and confirmation by the Program Administrator.

- 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.11](#) 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 five (5) years or for the life of the product, whichever is less. If the customer ceases to provide this benefit, the customer shall refund a prorated amount of the installation cost, depending on the period of time that the customer provided the related energy efficiency benefits.
- The following projects are not eligible for Quick Saver Program incentives therefore a Multifamily, Retrofit, or New Construction Program application should be submitted by the contractor:
 - Customers whose average kW usage exceed Quick Saver Program usage limit
 - New construction projects
 - 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

DNV reserves the right to conduct pre- and post-inspections at every facility. DNV may periodically choose to waive a pre- or post-inspection. Failed post-inspections may result in a second inspection (“re-inspection”) after the contractor has communicated that they have resolved the issue discovered during the initial post-inspection. DNV program inspectors are available to accompany contractors on-site upon request.

P.10 ON-SITE ENERGY ASSESSMENTS

The initial on-site lighting or refrigeration energy assessment is conducted by the contractor and shall 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 Business Energy Efficiency Program. After this assessment, the contractor shall thoroughly explain to the customer the Quick Saver Program, the changes needed to make the customer’s facility more energy-efficient, and all phases of work that will be completed for the customer.

P.10.1 Lighting Assessments

When conducting a lighting assessment, the contractor must collect accurate information on the existing fixtures.

Weekly Operating/Burn Hours – Contractors must determine the operating (burn) hours for each fixture (or group of fixtures) in five-hour increments, excluding 12- or 24-hour operation, in which case are reported as 84 and 168 burn hours weekly respectively.

LFL Lighting Configuration Language – For purposes of the Quick Saver Program the following lighting configuration nomenclature for existing linear fluorescent fixtures is 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 assessment/pre-inspection, conduct your lighting fixture determination, operating hour determination, and fixture count as usual.
2. Note any individual lamps that are inoperable/burned-out, and keep a running tally.
3. After completing 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 a per-fixture technology basis, the total facility burnout of 15.4% applies to all line items in the project, as the facility only contains T12 technology.

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
				20	130
		40		FACILITY BURNOUT	15.4%
				DATABASE ENTRY	0

Result: the 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
		39			65

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	38%	18%
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	38%	18%
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		
		39			65		

Result: the 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

All removed 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. All completed lighting retrofits are expected to comply with the Illuminating Engineering Society of North America (IESNA) recommended lighting levels or local code.

All LED lamps, strips, retrofit kits, or fixtures must be Design Lights Consortium (“DLC”) or ENERGY STAR® qualified unless specifically noted below. The contractor must attach the specification sheet and proof of qualified product listing to all Quick Saver project proposals submitted for review in the web-based proposal generation software.

- ENERGY STAR® Qualified Products List: <http://www.energystar.gov>
- Design Lights Consortium Qualified Products List: <http://www.designlights.org>

If the LED replacement fixture, lamp, or retrofit kit description does not appear in the prescriptive selections of the proposal generation software, the contractor must select the closest approximation of the wattage of their proposed equipment by selecting the replacement fixture wattage within a +2/-2 -watt variance. If neither the exact nor closest approximation wattage selection for your replacement measure exists, the contractor may choose “Other” and complete all required data fields to calculate the incentive.

NOTE: For LED lamp-only retrofits, any yellowed, cracked, otherwise damaged, or missing fixture lenses **MUST** be replaced, or the project will not pass post-inspection.

The following provides the Quick Saver Program equipment specifications for the measures eligible for incentives.

P.11.1 LED Lamps

LED Linear Tube Lamp (TLED) replacing T5, T8, or T12 lamp in an existing fixture

New fixtures utilizing LED tube lamps do not qualify as an LED tube lamp replacement measure.

Only Type B TLED is eligible for Quick Saver incentives when replacing T5, T8, or T12 linear fluorescent lamps in an existing fixture. Direct wire LED linear tube lamps (Type B) must be installed without a ballast using a direct connection to line-voltage. Type B lamps have an internal driver that operate off existing lamp holders, are dual-ended, require removal of existing ballasts, and deliver a line voltage directly to the TLED. All retrofitted fixtures must be marked using a safety label indicating that they have been modified to operate only LED lamps.

“Plug and play” TLEDs (Type A) that operate using the existing fixture ballast and TLEDs with an external driver (Type C) are INELIGIBLE for incentives in the Quick Saver program.

The contractor must be diligent in observing program requirements when reducing the number of lamps in retrofitted fixtures. Removing lamps is the net reduction in the number of lamps, regardless of the number of fixtures, after a project is completed. De-lamping is not approved where safety or work/tasks will be compromised. Unused lamps, lamp holders/sockets, and ballasts must be permanently removed from the fixture and disposed of following local regulations.

LED Screw-In Lamp Replacing HID Lamp in Fixture

The most common examples of high-intensity discharge (HID) lamps are metal halide, sodium vapor, and mercury vapor lamps. For this measure, existing HID lamps must be equal to or less than a nominal 400-watt lamp. LED lamp illumination may be directional or omnidirectional as applicable to the existing fixture. The retrofit must be permanently wired around the existing ballast and in full compliance with the authorities having jurisdiction. This measure is available for both interior or exterior applications. When installing in exterior applications, prior Quick Saver Administrator approval may be needed to verify missing, broken, or discolored lenses are replaced, as general satisfaction of the customer with this “non-fixture” replacement measure.

LED Screw-in Lamp Replacing Incandescent Lamp <100W in a fixture

This prescriptive LED lamp replacement measure addresses the replacement of 20-watt to 100-watt incandescent lamps with integral screw-in or pin-type LED replacement lamps. LED replacement lamp wattage may not exceed 20 watts. Prior Quick Saver Administrator approval may be needed to verify missing, broken, or discolored lenses are replaced, as general satisfaction of the customer with this “non-fixture” replacement measure.

LED Lamp Replacing CFL in a fixture

This measure addresses the replacement of up to 42-watt CFL lamps with integral screw-in or pin-type LED lamps. Eligible lamp types include A, R, Par, MR, G, and candle lamps. LED replacement lamp wattage may not exceed 20 watts. Pin type lamps, if no DLC or ES category, must follow the same specifications as screw-in type lamps. Prior Quick Saver Administrator approval may be needed to verify missing, broken, or discolored lenses are replaced, as general satisfaction of the customer with this “non-fixture” replacement measure.

P.11.2 LED Retrofit Kits

LED Retrofit Kit for Retrofit of Linear Fluorescent Fixture

LED retrofit kits for fluorescent fixtures are flexible replacements for troffers and strip lights that do not require changing out the entire fixture. The retrofit kit installs directly into the housing of the existing fixture and replaces old lamps, ballasts, and lamp holders/sockets with new electronics and LED modules. Prior Quick Saver Administrator approval may be needed to verify missing, broken, or discolored lenses are replaced, as general satisfaction of the customer with a “Non-Fixture” replacement.

LED Retrofit Kit for HID Fixture

LED retrofit kits for HID are replacements for metal halide (MH) and high-pressure sodium (HPS) lamps and can be installed in existing fixtures with E26 medium base or E39 mogul base sockets. Prior Quick Saver Administrator approval may be needed to verify missing, broken, or discolored lenses are replaced, as general satisfaction of the customer with a “Non-Fixture” replacement.

LED Retrofit Kits for Recessed Lighting Fixtures

LED retrofit kits for recessed lighting replace incandescent or fluorescent BR, PAR, and PL lamps in housing cans for recessed lighting. Another alternative LED retrofit kit for recessed lighting is retrofitting the can to LED surface mount downlights which are LED disk lights that can mount onto existing recessed housings. Prior Quick Saver Administrator approval may be needed to verify missing, broken, or discolored lenses are replaced, as general satisfaction of the customer with a “Non-Fixture” replacement.

P.11.3 LED Fixtures

Replacing existing fluorescent, incandescent, or HID fixtures with a new LED fixture maximizes energy efficiency by using an optimized optical design. Replacing a fluorescent or HID fixture with an LED fixture also eliminates the need for ballasts.

LED Fixture replacing Linear Fluorescent T5, T8, or T12 Fixture

This measure consists of replacing existing T5, T8, or T12 fixtures with new LED fixtures.

LED Fixture replacing Incandescent Fixture

In this measure LED fixtures are installed to replace incandescent fixtures.

LED Fixture replacing HID Fixture

This incentive is for replacing existing high-intensity discharge (HID) fixtures such as metal halide (MH), high- or low-pressure sodium (HPS or LPS), or mercury vapor (MV) with a new LED fixture.

P.11.4 LED Signage Retrofit

To qualify for this custom incentive, the existing incandescent, HID, linear fluorescent, or neon fixture must either be a permanently wired LED 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 retrofit 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:
 - 100 lumens per watt efficacy
 - 100 lumens per foot

- 50,000 hours lifespan
- 5-year warranty period
- >80 CRI
- A fixture that is on continuously 24/7 would qualify for the continuous operation incentive (168 hours weekly)
- A fixture that does not operate continuously, but at least 10 hours per day would qualify at the commercial hours incentive.
- One-sided and two-sided linear LED lamps only qualify for this incentive when replacing existing linear fluorescent lamps.
- Pictures must be taken by the Contractor at Construction/Installation to prove existing and replacement comparisons and justifications of the rebate incentive. The pictures are to be sent in when the signed PCF is emailed to the Quick Saver Administrator after the project is completed.

P.11.5 LED Exit Signs

Existing incandescent or compact fluorescent exit signs must be replaced with new LED signs or retrofitted with LED. Non-electrified and remote exit signs are not eligible. LED exit signs or LED exit sign retrofit kits must be UL or ETL listed, have a minimum lifetime of 5 years, and have an input wattage ≤ of 5 watts per face or be ENERGY STAR® qualified.

Replacing or retrofitting a battery-powered emergency lighting fixture with LED is not eligible for incentives.

P.11.6 Multifamily Applications

For a property to be considered multifamily, it must consist of five or more attached dwelling units or a complex consisting of two or more buildings with four or more dwelling units within each building. The Quick Saver Program offers incentives to authorized Trade Allies for the installation of energy-efficient common area lighting, exterior lighting, and installation of lighting controls. Multifamily common area/exterior accounts are the only accounts eligible for Quick Saver Program incentives. Additional incentives may be offered for eligible multifamily properties serving income-qualified residents.

In no case shall Quick Saver Program incentives exceed the total material and installation costs of the energy efficiency project.

Income Qualified Property Designations

For a multifamily property to be considered income qualified in this program, it must be listed on the MFA Housing New Mexico website. Click [here](#) to access that listing. The Income Qualified Directory is also available for download under “Reference Documents” in the Quick Saver portal. The building owner/manager customer must sign the Multifamily Addendum for the Quick Saver Participation Agreement to be processed with the additional incentives. The Multifamily Addendum document is available for download from the “Reference Documents” in the Quick Saver portal.

P.11.7 Lighting Controls

All lighting controls must be listed by UL or other OSHA-approved Nationally Recognized Testing Laboratory (NRTL) under 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 of 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.11.8 Refrigeration Measures

All Quick Saver refrigeration measures defined below are available for selection from “OTHER PRESCRIPTIVE MEASURES” located below the Prescriptive Lighting table in the proposal generation software.

Anti-Sweat Heater Controls (ASH)

Incentives are available for anti-sweat heater controls. The ASH controller will maintain an adequate door frame temperature to prevent the accumulation of condensation on the door frame or mullion. The ASH controller will monitor the humidity and temperature (dew point) outside of the refrigerated device. The controller will maintain the coldest temperature possible without causing the formation of condensation. No temperature sensors shall be mounted in or on any controlled door. If a single controller simultaneously controls heaters on a refrigerator and freezer, the controller must have the means to control each device separately.

Upon failure, the controller will default to full ON, meaning that the heaters will become 100% active. The controller will indicate a failure by flashing light and/or sound, or send notice of failure via email, text, or similar notification. The controller must be rated to match and exceed the total amp load requirement and shall not operate more than 90% of maximum amperage capacity.

A specification sheet for the product is required with the submission of the proposal for approval.

Electronically Commutated (EC) Evaporator Fan Motors for Refrigerated Cases or Walk-Ins

This measure applies 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) certified for operation in the intended end-use environment, supplied the correct voltage, and match the existing (replaced) fan motor with regard to horsepower, rotation, and high-speed airflow. If changing fan blades with the evaporator ECM upgrade, the new blade/s shall provide airflow equal to the coil manufacturer’s specifications. Matched high-performance blades with reduced horsepower ECMs may be exempt from motor horsepower and fan blade requirements.

A specification sheet for the product is required with the submission of the proposal for approval.

Evaporator Fan Controllers for EC Motors

The EC fan motor controller will have a coil sensor (temperature sensor) that prevents ice accumulation on the evaporator coil. The existing site voltage will match the controllers’ required input voltage. The controller will maintain a refrigerated box temperature of no less than 41 degrees Fahrenheit unless the refrigerated box is for special use (e.g. floral case). The actual set temperature may be decided by onsite staff. The total amp requirement of all evaporator fans will not exceed the controller’s rated value. The controller may allow for minor adjustments of temperature no less than 35 degrees Fahrenheit and no more than 41 degrees Fahrenheit unless the refrigerated box is for special use (e.g. floral case).

Upon failure, the controller will allow the evaporator fans to function at high-speed full time. Upon controller failure, temperature control will revert to the pre-existing temperature control. The controller should either indicate a failure by flashing light and/or sound or be accompanied by a mounted and visible description of failure conditions and contact information. The controller must be rated to match and exceed the total amp load requirement. The controller shall not operate at more than 90% of maximum amperage capacity.

A specification sheet for the product is required with the submission of the proposal for approval.

Night Covers for Displays

This incentive to decrease cooling load applies to open vertical or horizontal refrigerated cases with no existing night covers located in stores that are open for less than 24 hours per day. Installing films with small, perforated holes to decrease moisture buildup is

recommended. The use of proper compressor modulation mechanisms (such as VSDs or unloaders) is also recommended. The incentive is paid per linear foot of case.

A specification sheet for the product is required with the submission of the proposal for approval.

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 incentive for this measure is paid PER DOOR. The LED lighting must meet Design Lights Consortium specifications summarized in the table below.

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

A specification sheet for the product is required with the submission of the proposal for approval.

P.12 PROGRAM WARRANTIES

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

- I. One (1) year labor from date of Quick Saver Notification of Payment
- II. Manufacturer’s warranty on equipment installed as follows:
 - 2 years Occupancy sensors and photocells
 - 2 years LED screw-in lamps <20W
 - 2 years Electronically Commutated Motors (ECMs)
 - 2 years Refrigeration motor controls
 - 2 years Anti-Sweat Heater (ASH) Controls
 - 5 years LED fixtures, TLED, retrofit kits, and exit signs

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

Customers may choose to cancel a project at any time before the installation begins. Customer may contact the DNV or their contractor to cancel a project. A contractor cannot penalize a customer in any way for canceling a project before installation. Any monies collected by the contractor for a project that is canceled must be refunded to the customer in a timely fashion.

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

The contractor assesses the customer’s facility and proposes an implementation package that meets the needs of the Program and the customer. *If determined that the customer is not eligible for Quick Saver Program, the contractor is expected to prepare and present a Retrofit Rebate Program application to the customer.*

Step 2 – Participation Agreement

- a) The contractor prepares the Participation Agreement (proposal) for the customer and submits it for DNV review and approval. Manual project review and approval by DNV will occur in 4 or fewer business days for non-standard proposals and eligibility is confirmed. Approval is automatic if measures, savings, and costs are standard. Automatic approval is not a guarantee of customer eligibility.
- b) DNV reviews and compares the contractor’s estimated kWh savings to the customer’s actual usage. If the estimated savings appears too high for scope and customer type, DNV will notify the contractor and seek resolution before approval. Estimated savings on signed Participation Agreements that received automated software system approval due to the selection of standard pricing will have the estimated savings compared to customer actual usage reviewed before acceptance by DNV.
- c) The contractor presents the Participation Agreement (proposal) to the customer. To proceed, the customer reviews the Participation Agreement, accepts the proposed work, and signs the Participation Agreement. Customer must enter their email address to receive a copy of their executed document by email. The contractor enters the customer email address into the system, then signs the Participation Agreement, and submits all pages of the form to DNV digitally via email to energyefficiency@pnm.com.
- d) DNV reviews the Participation Agreement to verify that all names, signatures, mailing address, and customer account number are present and correct.

Step 3 – Eligibility Confirmation

DNV confirms customer eligibility through customer-provided bills or an eligible customer utility account list provided by PNM.

Step 4 – Pre-Installation Inspection

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

Step 5 – Measure Installation and Project Completion Form

- a) Contractor schedules installation of energy-saving equipment with the customer.
- b) The contractor performs and completes equipment installation within 180 days of the signed Participation Agreement.
- c) Upon completion of the installation, the contractor obtains the customer’s signature on the Project Completion Form, notes any changes to the scope of work that may have occurred during installation on the Project Completion Form, signs, and submits all pages of the form to DNV.

Step 6 – Post-Installation Inspection

- a) The customer provides access to the facility for inspection.
- b) DNV may conduct a post-installation inspection to verify all measures and that they have been correctly installed.
- c) The contractor resolves any deficiencies identified at post-inspection within 14 calendar 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

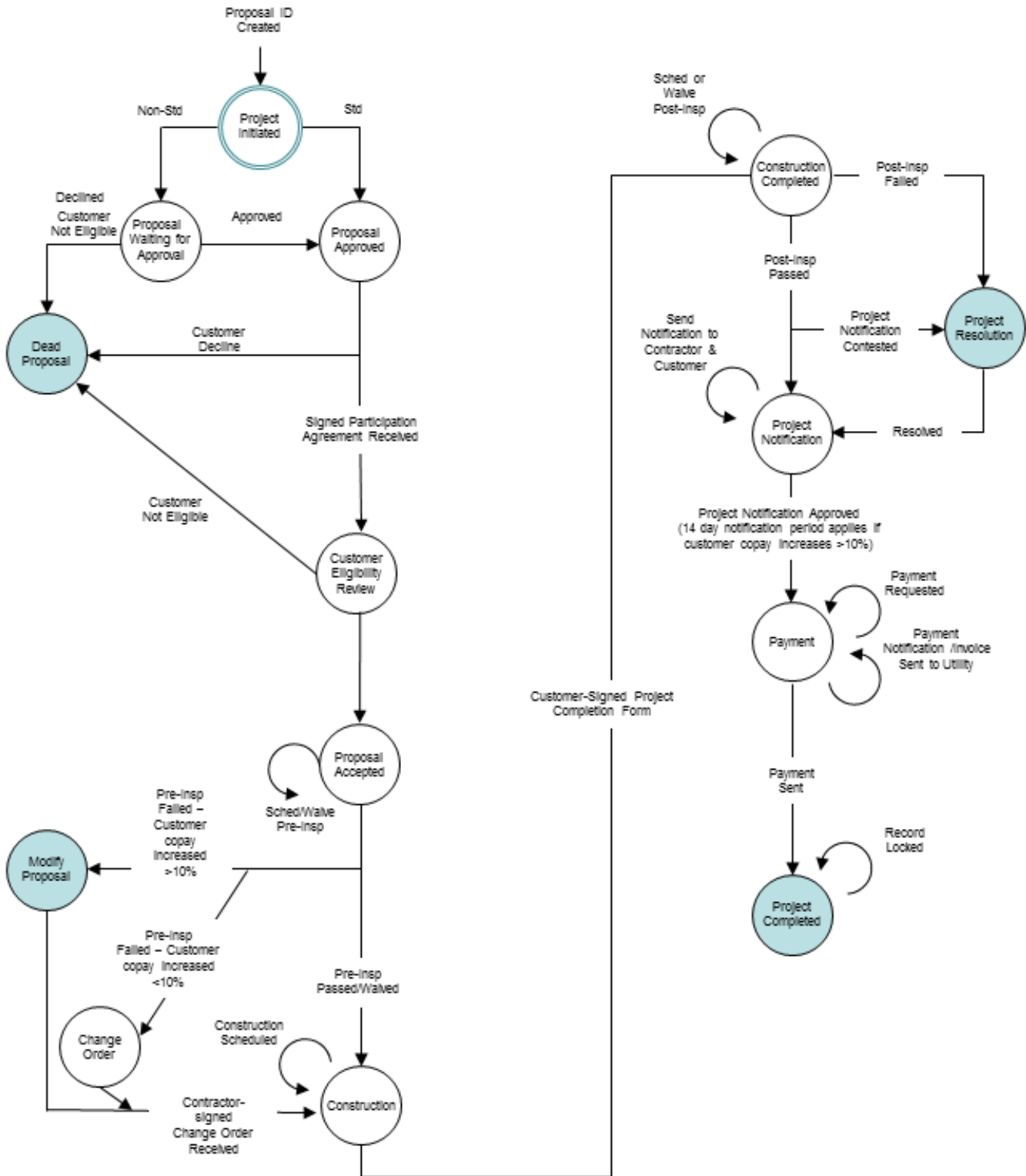
- a) DNV notifies the customer and contractor that the completed project is ready for rebate payment via the Notification of Payment form.
- b) If the post-installation customer copayment portion of the project increases more than 10% of the original copay, or no post-inspection is performed, the contractor 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 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 will request that a check be issued to the contractor for the rebate amount. ***The contractor will receive this check within 4 to 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. ***The contractor will receive this check within 4 to 6 weeks from the date of the payment request.***
- e) The contractor invoices the customer for the balance of the project cost (“customer copayment”) as shown on the Notification of Payment form. ***The contractor cannot collect more than the customer copayment shown on the Notification of Payment form.*** If the contractor collects more than the amount shown, a refund of the difference between the copayment on the Notification of Payment form and what the contractor collected from the customer is to be issued payable to 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)
 - Is the formal agreement between DNV, 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 DNV has checked off receipt of the PA in the proposal generation software
 - The DNV will send the customer a signed copy of the PA
 - A signed multifamily addendum must be submitted with the PA for multifamily facility common area lighting upgrade proposals.
- Pre-inspection Form
 - DNV use only. DNV reserves the right to conduct both the 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 by the contractor and received by DNV, installation may be scheduled by the contractor (does not apply if pre-inspection passed)
- Modified Participation Agreement
 - Required if pre-inspection failed and customer copay increased >10%
 - Once signed by the customer and contractor and received by DNV, installation may be scheduled by the contractor (does not apply if pre-inspection passed)
- Project Completion form

- Must be signed by the customer and contractor at project completion and submitted to DNV
- Changes in scope during installation are to be noted by the contractor on the Project Completion Form
- Post-inspection form
 - DNV use only. DNV reserves the right to conduct both the 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 before DNV requests payment if the customer copayment increased >10% from the original Participation Agreement.
 - Customer or contractor must provide a reason for their dispute in the comment section of the Notification of Payment form and return DNV within 14 calendar days of the date on the form.
 - The 14-day waiting period is waived if the post-inspection is passed and the customer copayment remained unchanged or increased <10%
 - Payment is requested and subsequently issued within 4 to 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 replacement measure “standard prices” based on market surveys and other pricing information. Contractors that submit proposals using prescriptive measures with standard prices will receive an automated system software approval and be able to download the Participation Agreement immediately.

Contractors may make adjustments from standard pricing on each project. Adjustments are subject to DNV staff manual review and approval.

- “**Non-standard**” proposals are defined as:
 - Change from standard material, labor, and or other pricing in prescriptive measure selection
 - Non-prescriptive replacement measure selection (Contractor will need to provide specification sheet and may need to provide energy savings calculations)
 - Custom measures

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 their contractor their portion of the project cost (“customer copayment”) as stated in the Participation Agreement.

P.17 CUSTOMER CO-PAY

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

The contractor and the participating customer 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 Quick Saver Notification of Payment 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 the contractor collects a copayment from the customer that exceeds the copayment on the Notification of Payment form for the work described therein, the contractor must refund the difference to the customer within 14 calendar days.

P.18 SATISFACTION

The DNV 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 us at 877-607-0741. If the program staff cannot resolve any concern or dispute to your satisfaction, please contact the PNM Business Energy Efficiency Program Operations Manager. If the issue cannot be resolved, the 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 customers and/or contractors who receive them. The recipient is responsible for any tax payments that may result from an incentive payment. Participating businesses and contractors are encouraged to consult their accountant or tax expert to determine implications.

Incentives are taxable and, if greater than \$600, will be reported to the Internal Revenue Service unless the contractor's company is exempt or a corporation. DNV will report contractor incentive(s) as income to the contractor on IRS Form 1099 unless the contractor has indicated corporation or exempt tax status on the contractor information portion of the Quick Saver Contractor Application & Agreement. The contractor must provide the program with its tax identification number (usually FEIN) on the contractor information portion of the Contractor Application & Agreement or provide their W-9 form. PNM and DNV are not responsible for any taxes that may be imposed on the contractor's business as a result of the contractor's receipt of incentives.

P.20 DISCLAIMER

The Quick Saver Program, DNV, and/or PNM has no obligation regarding and does not guarantee the energy savings, and does not make any warranties associated with the measures eligible for incentives under this program. DNV and PNM have no obligations regarding and do 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 annual funding. 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 web-based proposal generation portal as received by the Quick Saver Program Team. This program, the contractors, and program incentives may be modified or terminated without notice.

P.22 PROPRIETARY OR CONFIDENTIAL INFORMATION OR DATA

During the performance of services in this program, parties may gain knowledge of information or data of a proprietary or confidential nature belonging to PNM, DNV, 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 express written consent of DNV, 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, 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.

P.23 LIABILITY

Contractor shall defend, indemnify and hold DNV and PNM, its officers and directors, and 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. The contractor shall reimburse DNV 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 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 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 Quick Saver Contractor Application & Agreement or the work of contractor hereunder.

P.24 QUICK SAVER PROGRAM CONTACT INFORMATION

Phone: 1-877-607-0741 toll-free 505-938-9400 local

Fax: 1-505-938-9401
Email: energyefficiency@pnm.com
Website: <http://www.pnmenergyefficiency.com>

Mailing Address: PNM Business Energy Efficiency Programs
c/o DNV Energy Services, USA Inc.
320 Gold Ave. SW, Suite 500
Albuquerque, NM 87102

P.25 CONTRACTOR ACKNOWLEDGMENT AND ACCEPTANCE OF PNM QUICK SAVER PROGRAM POLICIES AND PROCEDURES

I have read and understand the Quick Saver Program Policies and Procedures and I agree to the terms and conditions outlined in this document.

Company Name

Signature

Printed Name

Title

Date _____

Received by DNV Energy Services USA, Inc.

Signature

Date _____

Printed Name

Title