

Self-Sponsor - Letter of Intent

Large Commercial Plus & Small Commercial Solutions Programs



El Paso Electric (EPE) is committed towards providing customers assistance with reducing energy costs and consumption. EPE is proud to sponsor the **Large Commercial Plus and Small Commercial Solutions Programs** (Programs) to improve the energy efficiency of educational, government, commercial, industrial, and agricultural facilities within EPE's Texas service territory. EPE has contracted with CLEAResult (Program Implementer) to promote and administer the Programs.

This Letter of Intent (LOI) confirms that _____ (Participant) is a willing participant of one, or any, of the **no-cost** Programs. This LOI reflects a voluntary collaborative effort between the Program Participant and EPE detailing mutual commitments to provide peak demand and energy savings from the implementation of energy efficiency measures.

DESCRIPTION OF COMMITMENTS

The Programs are designed to provide direct support, tools, and training to Participants, so they can independently evaluate energy efficiency opportunities, secure budgets through their internal financial planning processes, and oversee the implementation of energy efficiency measures to their completion. Program benefits include cash and non-cash incentives.

The Programs' intent is to influence retrofit, renovation, and new construction projects to higher levels of energy efficiency while educating Participants, design professionals and trade allies on energy efficiency best practices for future projects. The Programs will assist Participants in identifying cost-effective energy efficiency improvements that can help facilities become less costly to operate. The Programs and the Participant have agreed to work together on all, or some, of the following tasks with the goals of achieving energy savings and facility improvements that meet the Participant's specific needs:

- Identify and evaluate cost effective energy efficiency measure opportunities
- Implement energy efficient measures, practices and procedures identified during walk-through energy assessments
- Use utility incentives to buy-down the investment costs of energy efficient projects, systems, and products

Program Participant may terminate participation in the Programs by providing the Program Implementer a written statement stating their intention to terminate participation. By executing this LOI, the Participant agrees to the following elements of the Programs:

PROGRAM EXCLUSIVITY

Program Participant will not submit duplicate projects or measures to other EPE energy efficiency programs in the same calendar year.

PROGRAM OVERSUBSCRIPTION OR CANCELLATION

EPE strives to achieve a diversified participant and measure mix within its Programs' portfolio. The Programs reserve the right to distribute funds based on available funding and utility cost effectiveness constraints. The incentives (cash and non-cash) offered through the Programs are limited. It is possible that the Programs' budgets may not accommodate the number of projects submitted by Participating Contractors. The Programs' incentives will be approximated and reserved for 60 days on a first-come, first-serve basis, determined by the date the Program Implementer receives an approved signed and completed EPE Customer Acknowledgement, Project Application, or Rebate Form.

DISCLAIMER OF WARRANTIES

The Participant acknowledges and agrees that any review or inspection performed by EPE or the Program Implementer of the Participant's premises or of the design, construction, installation, operation, or maintenance of an energy efficiency project or equipment installed, or to be installed, is solely for obtaining information required to allow for the payment of EPE Programs' incentives. The Participant acknowledges and agrees that EPE and the Program Implementer make no guarantee, representation, or warranty whatsoever as to the economic or technical feasibility, capability, safety, or reliability of equipment, its installation, its performance, or its compatibility with Participant's facilities.

PROGRAM IMPLEMENTER IS AN INDEPENDENT CONSULTANT

The Program Implementer is an independent consultant and is not authorized to incur obligations on behalf of EPE.

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BENEFIT ELEGIBILITY REQUIRES ADDITIONAL ACTIONS

By executing this LOI, the Participant understands that to receive any benefits from the Programs, they must complete the following steps:

- **Project Identification-** The Participant may work with the Program Implementer to identify project opportunities that may improve the energy efficiency of Participant's facilities or operations. The Participant may use any reasonable means it chooses to identify opportunities and the Program Implementer can assist at the Participant's request. Reserved projects will be eligible for Programs' incentives, dependent upon verification of the installed measures and Programs' available funds at the time of the project's completion.
- **Project Selection & Reservation of Program Funds-** Projects will be prioritized based on Participant's capacity to complete the work and provide project documentation (i.e., Purchase Order, Invoice, Contractor Bid, Plans and Submittals, Contract Award letter, etc.). If the Participant proceeds with the energy efficiency improvement project, available cash incentives will be reserved upon receipt of a customer signed and Program Implementer approved EPE Customer Acknowledgement, Project Application, or Rebate Form. Incentive funds will be reserved for 60 days.
- **Pre-Inspection-** The Participant must allow the Program Implementer access to perform required pre-installation inspections and/or provide required detailed equipment and project information before the start of the project. The right of access for inspections will be subject to the Participant's reasonable access requirements and, unless otherwise agreed, must occur during normal business hours. The Participant must have the Program Implementer's approval of the project's qualifying measures to receive Programs' incentives.
- **Project Installation-** The Participant proceeds with the installation of eligible energy efficiency measures after the completion of the pre-installation inspection requirement. EPE and the Program Implementer will not sell, provide, or warrant any materials, equipment, or installation services for the project. EPE and the Program Implementer make no guarantee, representation, or warranty whatsoever as to the economic or technical feasibility, capability, safety, or reliability of the equipment, installation, or its compatibility with customers' facilities.
- **Post-Inspection-** The Participant will contact the Program Implementer to schedule a required project post-inspection and/or provide other required measure and project information after the project has completed. The Programs' incentive amount will be based upon the verification of installed eligible energy efficiency measures and the reserved incentive amount. The Participant agrees to arrange for and provide project site access to the Programs' Independent Measurement and Verification Evaluator, should the project be randomly selected for EPE's Energy Efficiency Programs evaluation.
- **Payment Process-** A one-time payment will be issued to the Participant following project completion, post-inspection, and verification of energy savings. Participant may authorize payment to a third party (i.e., contractor or other entity). The project cost cannot exceed the incentive amount. The Programs require the following documentation be submitted for projects, as applicable.
 - Customer signed and completed EPE Customer Acknowledgement Form
 - EPE incentive or rebate forms
 - Applicable Photos (when photos are required)
 - Construction Drawings and/or Scopes of Work
 - Product Specification Sheets and Itemized Invoices
 - Project and/or Product Detailed Invoices

PRINCIPLES OF AGREEMENT

The Participant grants EPE permission to provide up to 24 consecutive months of historical billing and consumption data for all metered accounts to Program Implementer to conduct any project analysis that may be needed. The Participant certifies the person signing this LOI is authorized to grant this permission and, on behalf of the organization, agrees not to hold EPE responsible for any or all subsequent use of the data or information. All proprietary information provided to the Programs will be confidential and will only be used to

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meet the requirements necessary to award Participant with incentives from the Programs.

This LOI constitutes the complete agreement between the Parties and supersedes any other agreements, whether they be oral, written, made, or dated prior hereto.

This LOI may not be modified, amended, or supplemented absent a written instrument executed by both Parties.

This LOI does not create a joint venture, association, agency, partnership, or other business entity among the Parties or between EPE and third Parties.

The Programs reserve the right to publicize the Participant's non-proprietary information related to the receipt of an incentive award to promote the Programs to other utilities; federal, state, or local entities; and the general public.

ACCEPTANCE OF AGREEMENT

By endorsing, the Participant accepts this agreement with EPE's Large Commercial Plus and Small Commercial Solutions Programs. Individuals signing for the Participant represent that they have legal authority to act on behalf of their organization and will represent the organization during the term of this agreement. Projects submitted to the Programs must be completed by November 30th of the program year to allow time for post-installation inspections to occur before the end of the calendar year. All Participating Contractors must provide evidence of general liability insurance of at least \$1 million and must demonstrate evidence of licensing for any contracting work being performed. ***For your convenience, your organization's participation in the Large Commercial Plus and Small Commercial Solutions Programs will continue from year to year via this Letter of Intent.***

Please identify one individual from the Facilities/Energy Management Department and one individual from the Business/Finance Department who will be the main points of contact while working with the Large Commercial Plus Program.

PROGRAM PARTICIPANT

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Tax ID #: _____

Please include a signed Form W-9 (Rev. 10/18)

Address: _____

Phone: _____

Email: _____

Date: _____

FACILITIES/ENERGY MANAGEMENT CONTACT

Name: _____

Title: _____

Phone: _____

Email: _____

BUSINESS/FINANCE CONTACT

Name: _____

Title: _____

Phone: _____

Email: _____

Please sign and mail, email, or fax to:

CLEARResult

Large Commercial Plus: Antonio Aguirre
Small Commercial Solutions: Ivan Faudoa
P.O. Box 370301 El Paso, TX 79937

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