

2009 Sure Bet Direct External Policies and Procedures

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1. Introduction to Sure Bet Direct

Sure Bet Direct (SBD) is an incentive program designed to provide comprehensive energy efficiency upgrades to a specific group of small commercial businesses in NV Energy's Southern Nevada service territory. Funding for Sure Bet Direct is provided by NV Energy, as approved by the Public Utilities Commission of Nevada.

KEMA Services, Inc. (KEMA) administers the Sure Bet Direct Program for NV Energy.

1.1 What are the Program benefits?

- Free facility assessment conducted by a Program-Approved Contractor (Service Provider) to identify potential energy-saving equipment opportunities.
- Detailed proposal that includes a list of recommendations, estimates of energy savings, project cost, payback period and incentive amount to be paid by Sure Bet Direct.
- Installation of approved energy-saving equipment by a Program-Approved Contractor. Pre- and post-installation inspections may be conducted to assure quality and verify energy savings. Verifications may also be done upon request from the Customer.

Sure Bet Direct offers incentives that provide the customer with significant cost reductions on a package of lighting and refrigeration measures such as T12 to T8 retrofits, HID conversions, anti-sweat door heater controls, strip curtains and door gaskets. A free energy assessment will be conducted to identify potential energy-saving equipment options and determine the amount of the project cost that would be paid by the program. For convenience, Program-Approved Contractors are available to install the equipment and provide a low-hassle, simple approach to save money on utility bills.

Sure Bet Direct does not sell or install any kind of measures directly; rather, KEMA works with customers and Program-Approved Contractors to provide additional services and funding for projects. KEMA's role is to assist in identifying energy-saving upgrades, estimating savings, quality assurance and quality control, and processing the payment of incentives.

1.1.1 Program Process Overview

Most program participants are recruited to Sure Bet Direct via Program-Approved Contractors. These service providers have submitted an Application & Agreement for approval and received program training. Most of the program documentation is provided through a web-based proposal generation software accessible to Program-Approved Contractors. However, customers may participate in the program through other means, by contacting KEMA for assistance.

The Program has the following seven steps for each project:

1. Facility survey is conducted

2. Participation Agreement must be signed by the Customer and Program-Approved Contractor, as shown in the Program Process, Section 4. The signed agreement may be submitted upon project completion, but funds cannot be reserved until KEMA receives this agreement.
3. Eligibility confirmation
4. Pre-installation inspection (Optional)
5. Project installation and submittal of project completion form
6. Post-installation inspection (Required)
7. Incentive payment

2. Effective Dates for the Program

Sure Bet Direct officially kicked off on March 20, 2009. Participation Agreements must be signed and received by December 1, 2009, in order to reserve program funds. All projects must be installed and signed project completion forms submitted by December 15, 2009.

Available funds for the Program are administered on a first-come, first-served basis and it is possible that all funds will be committed before the end of the Program period. A wait list will be maintained for Participation Agreements signed and received by KEMA after funds are committed, as detailed in the Incentive Payment Process, Section 5. Projects must be installed and the project completion form submitted within 30 calendar days (of work order received date or upon passing pre-inspection) or December 15, 2009, whichever comes first. KEMA may cancel projects that do not meet these deadlines. Extensions to the project deadline date may be granted based on project circumstances, on a case-by-case basis.

3. Program Eligibility

Customers and/or projects eligible for the Program must meet the following criteria. KEMA will verify customer eligibility.

- Non-residential NV Energy customers within the Cities of Las Vegas, Henderson and North Las Vegas
- Facilities with electric usage below 600,000 kWh/yr
- All commercial facilities within Ward 3 of Las Vegas
- Leased space facilities outside Ward 3 of Las Vegas
- Eligible projects may not be part of new construction, additions or expansion, first tenant improvement, or change in building function (for example, changing a facility from a gym to a grocery store).

4. Program Process

The seven steps of the Program are described below, along with the responsibilities of KEMA and the business' role in the process. Projects may be KEMA- or Service Provider-initiated, or self-directed by the Customer. The chart differentiates between KEMA and Service Provider-initiated projects for their respective activities. The participating customer should not be affected by these two different program paths. The main difference is that in a KEMA-initiated project, KEMA conducts the original audit, then assigns the project to a service provider.

KEMA's role	Service Provider's role	Participating Customer's role
Step 1 – Program Overview and Facility Survey (either KEMA- or Service Provider-initiated)		
If KEMA-initiated: KEMA performs an inspection of the customer site, prepares a proposal, and verifies that the customer is eligible to participate.	If Service Provider-initiated: Service Provider visits customer and proposes an implementation package that meets the needs of the Program and the customer.	Customer discusses terms of the program and provides access to their facility.
Step 2 – Project Proposal and Participation Agreement		
<p>If KEMA-initiated: KEMA prepares Participation Agreement and assigns a Service Provider based on the project needs. The Service Provider may propose changes prior to accepting an issued work order.</p> <p>If Service Provider-initiated: KEMA reviews and approves non-standard or custom Participation Agreements, as necessary. Approval is automatic if measures, savings, and cost are standard.</p> <p>The signed Participation Agreement may be submitted upon project completion, but funds cannot be reserved until KEMA receives this agreement.</p>	<p>If Service Provider-initiated: Service Provider prepares Participation Agreement.</p> <p>If KEMA-initiated: Service Provider reviews proposal and, if agreeable, may set up site visit to verify proposed measures. If there are changes to the proposal, Service Provider submits these to KEMA for review.</p> <p>The signed Participation Agreement may be submitted upon project completion, but funds cannot be reserved until KEMA receives this agreement.</p>	<p>Customer will review the Participation Agreement and determine if they wish to proceed.</p> <p>The signed Participation Agreement may be submitted upon project completion, but funds cannot be reserved until KEMA receives this agreement.</p>
Step 3 – Eligibility Confirmation		
KEMA confirms customer eligibility per Program Eligibility, Section 3.	No action required	No action required
Step 4 – Pre-Installation Inspection		
If Service Provider-initiated: KEMA may conduct a Pre-installation inspection to ensure that all proposed measures are feasible and appropriate. KEMA verifies existing equipment at this time.	Signs and submits work order, if Pre-installation Inspection fails.	Customer provides access to their facility.

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Step 5 – Measure Installation and Project Completion Form		
No action required.	<p>Service Provider works with customer to schedule installation. Service Provider performs installation. Upon completion of the installation, Service Provider obtains customer signature on the Project Completion Form, completes the form and sends to KEMA.</p> <p>During this time, signed Participation Agreement must be submitted, if not already done at this point.</p>	<p>On completion of the installation, Customer must sign a Project Completion Form, provided by the Service Provider, to confirm that the work was completed.</p> <p>During this time, signed Participation Agreement must be signed by Customer, if not already done at this point</p>
Step 6 – Post-Installation Inspection		
KEMA will conduct a Post-installation inspection to verify that all measures were correctly installed.	No action required unless any deficiencies are found and require Service Provider resolution. KEMA allows 10 days for resolution.	Customer provides access to their facility.
Step 7 – Final Approval Process and Final Payment Notification		
<p>KEMA notifies the Customer and the Service Provider that the project is ready for incentive payment via the final Payment Notification Form.</p> <p>Once the project is approved or the fourteen (14) day waiting period has passed, KEMA will request that a check be issued to the Service Provider for the incentive. Service Provider shall receive this check within 6 weeks from the end of the Payment Notification period.</p> <p>Project record locked.</p>	<p>Receives Payment Notification Form from KEMA.</p> <p>If project fails the post-installation inspection: Service Provider and Customer have 14 days after the date on the Payment Notification Form to contest the project details.</p> <p>If project passes post-installation inspection: project proceeds to payment with no 14 day waiting period.</p> <p>Service Provider receives incentive directly from KEMA. Service Provider invoices Customer for balance of the project cost, unless other arrangements have been made between Customer and Service Provider.</p>	<p>Receives Payment Notification Form from KEMA.</p> <p>If project fails the post-installation inspection: Service Provider and Customer have 14 days after the date on the Payment Notification Form to contest the project details.</p> <p>If project passes post-installation inspection: project proceeds to payment with no 14 day waiting period.</p> <p>Customer receives invoice from the Service Provider for their portion of the project cost (total project cost less incentive), unless other arrangements have been made between Customer and Service Provider.</p>

5. Incentive Payment Process

The amount of the project cost to be paid by the Program (incentive) is based on the type of retrofit. The Participation Agreement will list the cost and energy savings by measure and will clearly identify the portion of the total project cost that will be paid by the Program and the amount to be paid by the customer. In most cases, a business will recoup its portion of the project cost from the energy bill savings in about one year. In certain situations, the Program could pay the entire cost of the project. On average, it is expected the Program will pay roughly 75 percent of the proposed project cost.

Once KEMA has completed the post-installation inspection and any discrepancies have been resolved (10 day deadline), the final Payment Notification Form is sent to the participating customer and the service provider. If a project fails post-inspection, two (2) weeks are allowed for both the customer and Service Provider to review the Payment Notification Form and raise any concerns to KEMA in writing (faxed forms are accepted). However, if the project passes post-inspection, the two-week waiting period is waived. Once the Payment Notification period is completed, incentive payments will be made within six (6) weeks of this date.

In situations where the business installed the measures without the services of a Program-Approved service provider, the incentive payment will be made directly to participating business.

5.1 Commitment of Incentive Funds

Requests for incentives are processed on a first-come, first-served basis until Program end date December 1, 2009 or Program funding is depleted, whichever comes first. An original signature from the customer and service provider is required on the Participation Agreement before funds can be reserved.

Funds that have been approved are not transferable to other projects and/or customers. Incentive amounts may be lowered at the discretion of KEMA if all items on the proposal are not installed as originally proposed.

5.2 Waitlist

If Program funds are fully subscribed prior to the end of the Program, a waitlist will be created in the event that more funding becomes available (e.g., project cancellation, increase of available funds by NV Energy). If several applications are received at the same time and a waitlist must be established, priority rankings by completeness of the application will be assigned.

If a waitlist for projects is created, a signed complete copy of the Participation Agreement can be faxed to KEMA at 510-891-0430 to hold a place in line, until the hardcopy of the signed Participation Agreement arrives via mail (within four business days of the fax). KEMA will maintain the waitlist and notify any customers and/or service providers of their waitlist status. Should additional funding be made available, KEMA will notify waitlisted Customers/Service Providers within two business days, to determine the status of any projects for which a signed Participation Agreement has been received. If the Customer would like to proceed with their project(s), it will be placed on active status.

6. Customer Co-Pay

The service provider is responsible for billing the customer for the customer payment portion of the project cost. The service provider may waive the customer co-pay. The service provider shall advise the customer that the co-pay exists (on all Sure Bet Direct forms) and if they are waiving this fee. In no case can the service provider charge the customer a co-pay higher than the amount specified in the Payment Notification Form for services specified on that Form.

7. Dispute Resolution

KEMA will take every possible step to ensure a high-level of satisfaction with all aspects of this Program. However, if any problems or concerns should arise, we encourage Customers to contact KEMA immediately at the Program Hotline, 800-342-6335. If the staff on our hotline cannot resolve the concern or dispute satisfactorily, please contact either KEMA's Sure Bet Direct Manager, Ronnie Aquino at 510-891-0446 x 4125 or KEMA's Sure Bet Operations Manager, Jon Trabert at 702-402-5387. If the issue still cannot be resolved, KEMA will contact the NV Energy Program Manager for assistance.

8. 1099 Filing and Reporting

The project cost paid by this Program (incentive) will have tax implications for all Service Providers and may have tax implications for the participating businesses whether the incentive is paid to the business or directly to the service provider. Participating businesses are encouraged to consult their tax advisor.

Incentives are taxable and if greater than \$600 will be reported to the IRS unless the business receiving the incentive is exempt. KEMA is not responsible for any taxes that may be imposed on your business as a result of your receipt of incentives. Please consult your tax advisor concerning the taxability of incentives. Customer is responsible for any taxes that may be imposed as a result of receipt of incentives from the Program. Upon request, customer may be required to provide their tax identification number.

9. Equipment Specifications and Installation Standards

Prescriptive Measures

The Program prescriptive measures include:

- T12 to T5/T8 Fluorescent fixture upgrade (lamps and electronic ballasts)
- Compact fluorescent lamps (CFL)
- High intensity discharge (HID) conversion to 4- or 6-lamp T5/T8 high bay fluorescent
- LED exit sign
- Occupancy sensors (wall mount, ceiling mount or high bay)
- Digital programmable thermostat

- Anti-Sweat Heater Controls
- Door Gaskets
- Strip Curtains
- Night Covers
- Auto-Door Closers
- Vending Machine Controls

Custom Measures

KEMA will review each proposed custom measure on a case-by-case basis prior to obtaining the customer signature on the Participation Agreement. The review of these measures will be based on, but not limited to, the following criteria:

- kWh savings
- Material and labor cost
- Reliability
- Measure life

Custom measures must demonstrate verifiable energy savings. It is at KEMA's discretion whether monitoring will be required by the service provider prior to payment. Examples of these measures include:

- Refrigeration fan controls
- Walk-in Evaporator fan motors
- Novelty cooler controller

9.1 Warranties

Program-Approved Contractors will honor the following warranties:

- 1 year labor
- Manufacturer's warranty on equipment installed as follows:
 - 3 years - Fluorescent tube lamps
 - 10 years - Reflectors
 - 5 years - Electronic ballasts
 - 1 year - Compact fluorescent lamps and adaptors
 - 10 years - Exit signs
 - 1 year - Occupancy sensors
 - 1 year - Refrigeration measures

10. Limitation of Liability

Participating Service Provider agrees to carry, or cause to be carried, at all times during the course of the Program, insurance applying to all work undertaken by Service Provider, Service Provider agents, employees and any person(s) for whom the Service Provider may be liable, including, but not limited to the following:

- a) Worker's Compensation Insurance including Employer's Liability:
 - A minimum of \$1,000,000
- b) Comprehensive General Liability Insurance:
 - Combined bodily injury and property damage limits of at least \$1,000,000 each occurrence or in the aggregate
 - Coverage shall include Premises-Operations, Contractual, Broad Form Property Damage, Independent Service Providers, Personal Injury and Products/Completed Operations coverage
 - Insurance will remain in force for a period of at least two years after final acceptance of the work by KEMA
- c) 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

11. Portfolio Energy Credits/Conservation Credits

In return for the consideration Customer receives through the Sure Bet Direct incentive, Customer acknowledges the energy efficiency credits that may result from the energy efficiency measures for which the incentive is paid inures to the benefit of the utility for compliance with the State of Nevada's renewable energy portfolio standard. Credits referenced here refer to the Portfolio Energy Credits authorized under the Renewable Energy Act in the Nevada Revised Statutes, chapter 704, sections 7801 through 7828 (NRS 704.7801-.7828). Customer still retains ownership of environmental credits, other tax benefits, or other credits not specifically created under NRS 704.7801-.7828.

Appendix A: Sure Bet Direct Forms

This Appendix describes the forms for customers and service providers in Sure Bet Direct. The forms are available via a secure website that requires a login and password. This Appendix will be updated as necessary as new forms are created or forms are modified.

Service Provider Application and Agreement	To outline the obligations and commitments between KEMA and Service Provider
Participation Agreement	Contract outlining measures to be installed, explaining liability and warranties, and project cost and incentives.
Pre-Installation Inspection Form	This form is used by the KEMA inspector to ensure the measures proposed by the Service Provider are appropriate and feasible for the customer's facility, as well as verify the accuracy of the Participation Agreement.
Work Order	This document is submitted by the Service Provider to acknowledge and accept changes made to the Project by the KEMA inspector, as a result of the Pre-Installation Inspection. This document is not required if the KEMA inspector does not make any changes to the Project, i.e. passes the Pre- Installation Inspection or an inspection is waived.
Project Completion Form	Service Provider and Customer sign the form to confirm that the work is complete. Any project modifications may be entered on this form. Service Provider sends the completed and signed form to KEMA.
Post-Installation inspection	This form is used by the KEMA inspector to ensure the measures proposed by the Service Provider were installed per the Participation Agreement or the Project Completion Form, that all equipment is in working order and that the customer is satisfied with their retrofit.
Payment Notification Form	To notify the customer and service provider that KEMA will be issuing a payment to the Service Provider for the work done. If a project failed the Post-installation inspection, the Service Provider and customer have 14 days after the date on the Payment Notification form to contest the project completion details.