



## Business Energy Services

### Small Business Policies and Procedures



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## 1. Small Business Overview

NV Energy's Business Energy Services Small Business provides incentives for energy efficiency upgrades to eligible NV Energy small business customers. Eligible equipment includes lighting and refrigeration controls.

Customers who participate receive the following benefits:

- Free facility assessment conducted by an approved contractor to identify potential energy-saving equipment opportunities.
- Detailed proposal that includes efficiency recommendations, energy savings estimates, project costs, payback periods, and incentive amounts.
- Installation of approved energy-saving equipment.
- Inspections to ensure quality and verify installation.

### 1.1 Eligibility

Non-residential NV Energy customers with electricity usage less than 400,000 kWh per year are eligible for the Small Business offering.

New construction, additions, expansions, first tenant improvements, or changes in building function are not eligible for incentives. Likewise, K-12 schools and universities are not eligible to participate. NV Energy offers [Energy Smart Schools](#) for K-12 schools and universities to help them become more energy efficient.

#### Eligibility Criteria

- Non-residential NV Energy customer
- Facility with electric usage less than 400,000 kWh per year

### 1.2 Pricing

NV Energy has established standard prices based on market surveys and other pricing information. The standard pricing represents our best assessment of the cost to install each of the measures that are provided as options in the proposal generation software. The contractor has the ability to accept the standard pricing or adjust the price. For example, the contractor can increase standard pricing to include applicable lift rental fees. Contractors that submit standard proposals with standard prices and measures will be able to download the Participation Agreement immediately. However, proposals submitted with standard prices will be subject to eligibility verification prior to reservation of funds. Contractors that make adjustments to the standard pricing may experience a waiting period while proposals are subject to review and approval by Business Energy Services. If pricing is not consistent with industry standards Business Energy Services will ask the contractor to revisit pricing and/or disapprove project.

### 1.3 Portfolio Energy Credits/Conservation Credits

The customer acknowledges that any energy efficiency credits resulting from an NV Energy incentive benefits 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). The customer still retains ownership of environmental credits, other tax benefits or other credits not specifically created under NRS 704.7801-.7828.

## 2. Effective Dates

Business Energy Services accepts Small Business proposals January through October 30<sup>th</sup>. Proposals will be reviewed in the order received, and Participation Agreements must be signed and dated by the customer on or after the program kickoff. All projects must be completed and the Project Completion form submitted along with all required documentation, within 30 calendar days after authorization of installation, or November 15<sup>th</sup>, whichever comes first. Projects that do not meet these deadlines may be cancelled. Extensions for a project deadline date may be granted on a case-by-case basis, if Business Energy Services is notified with an extension request prior to the deadline date. Extensions will not be granted beyond the program closure date (November 15<sup>th</sup>).

Available funds are limited and administered on a first-come, first-served basis. A wait list will be established if all funds are reserved prior to November 15<sup>th</sup>.

### 3. Project Requirements

To receive an incentive payment, contractors must:

- Submit a Participation Agreement that is approved and signed by the participating customer, small business contractor, and Business Energy Services.
- Install equipment that meets Business Energy Services requirements according to equipment specifications and installation standards.
- Submit required forms and documentation, including specification sheets, utility bill, and photographic evidence, with accuracy.
- Adhere to Business Energy Services Policies and Procedures.

Specification sheets should be submitted, via upload to proposal files, prior to submitting the proposal for approval. Proposals that do not have specification sheets uploaded will not be reviewed for approval.

#### 3.1 Warranties

Contractors will honor the following warranties:

- One-year labor
- Manufacturer's warranty on equipment installed as follows:
  - Occupancy sensors: One year
  - Refrigeration measures: One year
  - LED lamps: Five years
  - Electronic ballasts: Five years
  - Exit signs: Five years
  - Reflectors: Ten years

#### 3.2 Prescriptive Measures

Prescriptive measures include lighting and non-lighting equipment. The web-based proposal generation software provides an inventory list of existing equipment and recommended replacements commonly found in small business facilities. Small Business measures that are incentivized include, but are not limited to, fluorescent to LED retrofit, HID to LED, Halogen to LED, occupancy sensors, and exit signs, door gaskets, fan controller, etc. Business Energy Services pays \$0.10/kWh saved for all qualifying equipment measures.

Due to AB54, the retrofit of A-19, general service, screw-in incandescent lamps is no longer able to receive incentives through this program, except when located in guest rooms. In such cases, the baseline for these lamps is as follows: 40W Inc = 10W 60W Inc = 18W 75W Inc = 24W 100W Inc = 36W

### 3.3 Custom Measures

Custom measures are limited to lighting and refrigeration improvements that are not listed in the web-based proposal generation software. Business Energy Services will determine if the retrofit is viable and appropriate for each location and if it will qualify. Each proposed custom measure will be reviewed on a case-by-case basis prior to obtaining the customer signature on the Participation Agreement and/or authorizing installation work. Custom measures will be reviewed based on, but not limited to, the following criteria:

- kWh savings calculations
- Specifications sheets
- Material and labor cost
- Reliability
- Measure life

Custom measures must demonstrate verifiable demand (kW) and energy (kWh) savings. Business Energy Services reserves the right to require additional monitoring prior to payment.

### 3.4 Hazardous Waste Materials

All materials removed must be permanently taken out of service and properly disposed of, in accordance with local codes and ordinances. Contractor shall assume full responsibility for the correct disposal of all ballasts, fluorescent tubes, and other hazardous waste material. Contractor is responsible for being aware of any applicable codes or ordinances. Contractor shall provide full documentation of all hazardous waste material disposals upon request.

## 4. How to Apply

### 4.1 Proposal Process

The following table displays the proposal process. The contractor must complete the steps outlined in a timely manner. The contractor retains sole responsibility for soliciting eligible businesses. Being a Small Business contractor does not guarantee any amount of work. Proposals that are solicited and developed by a contractor will not be reassigned to another contractor unless the developing contractor does not comply with the Contractor Agreement, the terms of this agreement, or chooses not to complete the project.

Contractor's Role		Business Energy Services' Role	
Step 1 – Site Visit			
Conducts site visit to identify energy savings opportunities.		None	
Step 2 – Proposal Generation, Customer Acceptance and Pre-inspection			
Generates proposal and submits for approval. Upon approval, contractor presents Participation Agreement to customer for review. Once customer accepts and signs Participation Agreement, contractor submits original form to Business Energy Services at <a href="mailto:bes@nvenergy.com">bes@nvenergy.com</a> .		Confirms customer eligibility and performs pre-inspection to verify proposal and authorize project installation. Contractor is notified of pre-inspection findings. <b><i>If project passes pre-inspection, contractor may proceed to Step 4: Installation and Post-inspection and incentive funds are reserved.</i></b> <b><i>* Please note, if the proposed energy savings exceeds 40% of the customer's annual consumption, the project will require additional review.</i></b>	
Step 3 – Change Order			
If project fails pre-inspection, contractor required to submit Change Order form or new Participation Agreement.		Reviews new documentation and authorizes contractor to proceed with installation. Incentive funds are reserved.	
Step 4 – Installation and Post-inspection			
Schedules and performs installation within 30 days of authorization and submits Project Completion form signed by contractor and customer to <a href="mailto:bes@nvenergy.com">bes@nvenergy.com</a> . If installation cannot be completed in 30 days, contractor must submit an extension request to <a href="mailto:bes@nvenergy.com">bes@nvenergy.com</a> .		Conducts post-inspection to verify installation. <b><i>If post-inspection passes, the proposal will proceed to Step 6: Payment.</i></b> <b><i>If post-inspection fails, the proposal will proceed to Step 5: Post-Inspection Resolution</i></b>	
Step 5 – Post-inspection Resolution			
Contractor has five (5) business days to resolve failed inspection. A Notification of Payment form or new Participation Agreement will be required. This documentation is submitted to <a href="mailto:bes@nvenergy.com">bes@nvenergy.com</a> .		Once post-inspection resolution is provided, proposal will proceed to Step 6: Payment.	
Step 6 – Payment			
Receives incentive portion of costs. Contractor invoices customer for balance of project cost, if applicable.		Mails incentive payment directly to contractor.	

## Forms

The following forms are utilized by the contractor and customer for each proposal. These forms are available only to approved contractors, and the contractor is responsible for providing these forms to the customer.

**Application and Agreement** - Outlines the obligations and commitments between Business Energy Services Small Business and the contractor.

**Participation Agreement** - Serves as a contract, outlining measures to be installed, liabilities, warranties, project cost and incentives. Business Energy Services, the customer, and the contractor are required to sign this form.

**Pre-Inspection** - Utilized by Business Energy Services to ensure the measures proposed by the contractor are viable and appropriate for the customer's facility, as well as verify the accuracy of the Participation Agreement.

**Change Order** - Submitted by the contractor to acknowledge and accept changes made to the proposal as a result of the pre-inspection findings. If no changes were noted on the Pre-Inspection form, this document is not required.

**Project Completion** - Signed by the contractor and customer to confirm that the proposed work has been completed. Any changes to the scope of the project during installation must be noted prior to obtaining the customer's signature. Once installation is complete, the contractor submits this form to Business Energy Services.

**Post-Installation** - Utilized by Business Energy Services to ensure the measures proposed by the contractor were installed per the Participation Agreement and/or Project Completion form.

**Notification of Payment** - Submitted by the contractor to acknowledge and accept changes made to the proposal as a result of the post inspection findings. If no changes were noted on the Post Inspection form, this document is not required. If a project failed the post-inspection, the contractor and customer have five (5) business days after the date on the Payment Notification form to contest the Project Completion details.

### Forms

- Application and Agreement
- Participation Agreement
- Pre-Inspection
- Change Order
- Project Completion
- Post-Installation
- Payment Notification

## 4.2 Incentive Payment Process

The amount of the incentive offered is based on the type of retrofit. The Participation Agreement will list the cost and energy savings by measure and will clearly identify the incentive paid by NV Energy and the amount to be paid by the customer. The relative percentage of project cost covered by the incentive, actual savings, and payback periods will vary for each project. This information will depend on parameters specific to the proposal, such as energy efficiency equipment installed, building characteristics, customer usage patterns, age of existing equipment, and location.

If a proposal fails post-inspection, the customer and contractor have five (5) business days to review the Notification of Payment form and raise any concerns to Business Energy Services in writing. If the project passes the post-inspection, the five-business day waiting period is waived. Once the payment notification waiting period is complete, incentive payments will be mailed within two weeks.



### Commitment of Incentive Funds

Requests for incentives are processed on a first-come, first-served basis until November 15<sup>th</sup> or when funding is depleted, whichever comes first. Customer and contractor signatures are required on the Participation Agreement before funds can be reserved. Funds that have been approved are not transferable to other proposals and/or customers. Incentive amounts may be lowered at the discretion of Business Energy Services if all items on the proposal are not installed as originally proposed.

### Wait List

If all available funds are reserved prior to November 15<sup>th</sup>, a wait list will be created. In the event that more funding becomes available (i.e., project cancellation, increase of available funds by NV Energy), projects will be reviewed and approved in the order received. If several applications are received at the same time, priority rankings by completeness of the application will be assigned.

### Customer Co-Payment

The contractor is responsible for billing the customer for the customer payment portion of the project cost. Any deposit collected must be refunded to the customer within 14 calendar days if the project is cancelled. If full payment is collected by the contractor before installation is complete and the project scope changes, the contractor must refund any customer payment overages that occur. The contractor may decrease the customer co-pay, but the customer should provide capital investment and the contractor should advise the customer that the co-pay exists and will be printed on all Small Business documentation. In no case can the contractor charge the customer more than the amount specified on the Participation Agreement for specified services.

## 5. Approved Small Business Contractors

### 5.1 Application and Agreement Approval Process

Each contractor must complete and return the [Small Business Savings Contractor Network Application and Agreement](#) as well as required documentation. Applications submitted without the required documentation will not be processed or approved. Submission of the Application and Agreement does not, in any way, constitute an automatic approval. Upon receipt, the Application and Agreement and required documents will be reviewed and references checked. Once the application has been approved, the contractor will be scheduled for software training. Upon completing the training, the contractor will be granted access to the web portal for generating and submitting proposals.

### 5.2 Licenses

Contractors are required to acknowledge that they are licensed contractors in the State of Nevada, as appropriate for services performed. The contractor's license must be current and in good standing. The contractor agrees to notify Business Energy Services with any changes to licenses that would affect the work performed.

### 5.3 Insurance

Business Energy Services requires contractors to obtain and show proof of specific insurance limits prior to becoming an approved Small Business contractor. In addition to local and state requirements, contractors are required to maintain the following insurance limits:

#### Required Insurances

- Workers Comp. Insurance
- Commercial General Liability
- Automobile Insurance



**1. Worker's compensation insurance, including employer's liability**

- Minimum of \$1,000,000

**2. Commercial general liability insurance**

- Combined bodily injury and property damage limits of at least \$1,000,000 for each occurrence with a per project aggregate limit. If the per project limit is not available, please provide a \$2,000,000 aggregate limit.

**3. 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

Business Energy Services must receive at least 30 days written notice of cancellation or modification of insurance.

**5.4 Permits**

Contractors agree to obtain the appropriate work permits, if necessary, in accordance with local and Nevada permit requirements. Business Energy Services reserves the right to request any copies of such permits at its sole discretion.

**5.5 Training and Site Visits**

Contractors are required to participate in Small Business training sessions. Training sessions provide contractors with instruction on proposal generation software, incentive offerings, policies and procedures, eligibility requirements, and site visits. Refresher trainings cover a variety of topics and are conducted on an on-going basis. Trainings are conducted in a group or one-on-one setting. Business Energy Services is also available to accompany contractors to site visits.

**5.6 Authorized Work**

Contractors are only authorized to perform work outlined on the Participation Agreement or Change Order, whichever is most current. The contractor is responsible for ensuring the customer is informed of changes to the scope of work. The Participation Agreement obligates the contractor to install measures, the customer to pay the contractor, and NV Energy to pay the contractor, granted the project has been completed according to the Participation Agreement and the contractor has adhered to Small Business Policies and Procedures.

**5.7 On-Site Issues**

Contractors must walk away from the following on-site issues:

- Facilities where proposed technology will not result in energy savings
- Facilities with existing damaged equipment that will cause proposed technologies to be inefficient
- Facilities that have already received an incentivized retrofit for the same measure
- Facilities that do not meet eligibility requirements
- Safety violations
- Code violations
- Facilities with asbestos

## 5.8 Proprietary/Confidential Information or Data

During the course of performing services for these projects, parties may gain knowledge of information or data of proprietary or confidential nature belonging to NV Energy or the customers served by NV Energy. 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 NV Energy, the customer or the contractor, nor allow such information to be divulged or disclosed. The contractor agrees not to use the names, identifying characteristics, logo, service mark, or trademark of NV Energy for published project reports, advertising, sales promotion, or other publicity without the written approval from NV Energy.

## 5.9 NV Energy Privacy Notice

NV Energy is committed to maintaining your privacy and protecting your personal information collected as part of the requirement to participate in Business Energy Services.

We adhere to the following privacy policies:

- NV Energy collects your personal information only with your informed consent.
- NV Energy uses your information for personalization, identification, communication, and in the conduct of business at our request.
- NV Energy does not sell or distribute your personal information without your express consent.
- You always have the right to request that your personal information be removed.

If you choose not to provide personal information associated with your energy efficiency project, it will not be processed for review and final payment.

Please visit the following link to review NV Energy's Privacy statement:

<https://www.nvenergy.com/about-nvenergy/privacy-legal>

## 5.10 Limitation of Liability

Contractors shall hold NV Energy, its officers, 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, including but not limited to attorney's fees arising out of or resulting from the services performed or failed to be performed. The contractor shall reimburse NV Energy 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's or contractor's insurer refuses to hold NV Energy harmless as provided above.

## 5.11 No Assignment or Subcontracting

Contractor shall not assign, transfer, delegate or subcontract any portion of the agreement or work to be performed to another party without consent of Business Energy Services. For the avoidance of doubt, subcontracting includes hiring contract employees, day, or seasonal laborers who do not receive W-2 wages from the contractor.

## 5.12 Suspension and Removal

In some instances, contractors may be removed or suspended from the approved contractor list. The following is a description of the processes and procedures Business Energy Services will employ when evaluating contractor participation.

If the contractor does not comply with the Small Business 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 to complete projects where a signed Participation Agreement and/or Change Order have been received. Business Energy Services reserves the right to determine stipulations for suspension and/or removal.

### Suspension

At its sole discretion, Business Energy Services reserves the right to revoke good standing status and place a contractor on suspension at any time. Three failed inspections will result in a six-month suspension.

When a contractor has been placed on suspension, the contractor may be:

- Restricted from program participation
- Limited to the allotted number of proposal submissions
- Placed on a probationary/trial period, where participation will be based on a specific set of guidelines that will be determined by Business Energy Services
- Required to attend additional training

### Removal

A contractor will be subject to removal based on the severity of an issue or an accumulation of less severe issues. Issues are classified as but not limited to:

1. **Highly severe:** Items that may result in financial, legal and/or other risks to Business Energy Services and/or the customer. In such instances, the contractor will be immediately removed from the approved contractor list and longer eligible to participate in Business Energy Services.
  - Evidence of fraud or misrepresentation
  - Failure to maintain current insurance policies
  - Failure to maintain current licenses
  - Failure to obtain required work permit(s) when necessary
  - Refusal to honor warranties
  - Failure to properly dispose hazardous waste materials
  - Commencement of construction prior to authorized pre-inspection
2. **Severe:** Items where customer satisfaction may be negatively impacted if not addressed. Business Energy Services will give the contractor a reasonable time limit to resolve the issue. If the issue is not resolved, the contractor may be removed from the approved contractor list.
  - Failure to resolve failed inspection items and/or customer complaints within five business days
  - Work that is inconsistent with the project proposal (quality or quantity)
  - Installations that do not meet specifications and installation standards
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 that may not be widely visible to the customer. These situations will be monitored, and the contractor will be put on probation, meaning that specific limitations may be placed on the contractor's level of participation.
  - Continually submitting incomplete or incorrect documentation
  - More than one customer complaint received that has not been resolved to 100% customer satisfaction during a 6-month period
  - Disseminating any flyers, letters or other marketing literature that reference Small Business offerings that have not been approved by Business Energy Services

## Re-instatement

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

## 6. Additional Information

### 6.1 Dispute Resolution

NV Energy strives to provide a high level of satisfaction. If any problems or concerns should arise, we encourage customers to contact Business Energy Services immediately at 1-800-342-6335. If the staff on our hotline cannot resolve the concern or dispute satisfactorily, please contact the Business Energy Services Assistant Operations Manager, Devin Ford, at 702-216-2727 ext. 71905.

### 6.2 Disclaimer

NV Energy has no obligations regarding, and does not guarantee, the contractor-proposed energy savings, as well as the warranties associated with the installed measures.

### 6.3 Contact Information



Phone: 800.342.6335

Fax: 702.216.2729



Email address: [bes@nvenergy.com](mailto:bes@nvenergy.com)

Mailing address: 6655 W Sahara Ave, Ste A-214  
Las Vegas, NV 89146



[nvenergy.com/bes](http://nvenergy.com/bes)

I have read and understand the policies and procedures, and I agree to the terms and conditions set forth in this document.

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Signature

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Date

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Printed Name