

# El Paso Electric Letter of Intent

## SCORE Plus Program



El Paso Electric (EPE) is committed to providing our customers with assistance in reducing their energy costs and consumption. EPE is proud to offer the **SCORE Plus Program** (the Program), aimed at improving the energy efficiency of schools, government facilities and large commercial facilities located within its New Mexico service territory. EPE has contracted with CLEAResult (the Program Implementer) to promote and administer the Program.

This Letter of Intent (LOI) confirms that \_\_\_\_\_ (the Program Participant) is a willing participant of this **no-cost** Program designed to help reduce energy bills, freeing up operating dollars for other needs AND improving the comfort and usability of facilities. This LOI reflects a voluntary collaborative effort between the Program Participant and EPE and details commitments towards achieving energy and/or peak demand savings. The Program Implementer is an independent consultant and is not authorized to incur obligations on behalf of EPE.

### DESCRIPTION OF COMMITMENTS

The Program's 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 Program will assist the Participant in identifying cost-effective energy efficiency improvements that can help facilities provide better occupant comfort and become less costly to operate. The Program 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 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

### PRINCIPLES OF AGREEMENT

The Participant grants EPE permission to provide 24 consecutive months of historical billing and consumption data for all metered accounts to the Program Implementer for analysis. The Participant certifies the person signing this LOI is authorized to grant this permission and agrees not to hold EPE responsible for any and all subsequent use of data or information.

- Accordingly, all proprietary information provided to the Program will be confidential and will only be used for energy analysis required to qualify Participant's identified energy efficiency measures for Program incentives.

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

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

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

The Program will pay to the Participant monetary incentives, as discussed in the Program materials, for energy efficiency savings estimated from qualified projects that are completed no later than November 30<sup>th</sup> of the Program year. The Participant may authorize the contractor or other entity to receive Program payment.

The Participant will complete and submit Project Application Forms and required supporting documentation for each project in a timely manner. The Project Application process is required to reserve financial incentives for your projects. The Participant must provide proof of project cost to receive incentives.

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

### PROGRAM OVERSUBSCRIPTION OR CANCELLATION

EPE strives to achieve a diversified participant and measure mix within its Program portfolio. The Program reserves the right to distribute funds based on funding availability and cost effectiveness constraints. The incentives (cash and non-



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cash) offered through the Program are limited. It is possible that the Program budgets might not accommodate the number of projects submitted by the Program Participant. Program incentives will be approximated and reserved on a first-come, first-served basis, determined by the date the Program Implementer receives an approved signed and completed EPE Project Application Form.

**DISCLAIMER OF WARRANTIES**

The Program Participant acknowledges and agrees that EPE or Program Implementer reviews and inspection of their premises, design, construction, installation, operation or maintenance of equipment is solely for the Program's intent to assist with achieving energy efficiency goals, to quantify Program energy and demand savings, and to qualify measures for Program incentives. Program Participant acknowledges and agrees that EPE or the Program Implementer reviews, inspections, or Program incentive awards are not representations of guarantees or warranties whatsoever as to the economic or technical feasibility, capability, safety or reliability of the equipment, its installation by a project contractor, or its compatibility with customer's facilities.

**ACCEPTANCE OF AGREEMENT**

By endorsing the following page, your organization accepts this agreement with the Program sponsored by EPE. This agreement should be signed by your organization's facilities/maintenance director or similar and is valid beginning from the date it was signed. *Projects being submitted to the Program 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. For your convenience, your organization's participation in the Program will continue from year to year via this LOI.*

**PROGRAM PARTICIPANT**

Signature: \_\_\_\_\_ Phone: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Fax: \_\_\_\_\_  
Title: \_\_\_\_\_ Email: \_\_\_\_\_  
Company: \_\_\_\_\_ Tax ID #: *Please include a signed Form W-9 (Rev.10/18)*  
Mailing Address: \_\_\_\_\_  
Date: \_\_\_\_\_

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 Program.

**FACILITIES/ENERGY MANAGEMENT CONTACT:**

**BUSINESS/FINANCE CONTACT:**

Name (Mr./Mrs./Dr.): \_\_\_\_\_ Name (Mr./Mrs./Dr.): \_\_\_\_\_  
Phone: \_\_\_\_\_ Phone: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_ Email: \_\_\_\_\_

**Please sign and mail, email or fax to:**

**CLEARresult**  
**Attn: Salvador Gomez**  
**311 Montana Ave A-2 Ste 2002, El Paso,**  
**TX 79902**

**Email: salvador.gomez@CLEARresult.com**  
**Toll-Free Fax: (866) 379-5583**  
**Phone: (915) 255-4292**

The SCORE Plus Program is provided by EPE as part of the company's commitment to reduce energy consumption and demand. CLEARresult implements the Programs as an independent consultant