



## Demand Response Contractor Application & Agreement Commercial Energy Services

Thank you for your interest in NV Energy Commercial Energy Services Demand Response Program (DR Program).

This application & agreement is between NV Energy Commercial Energy Services and you, the contractor. This agreement provides terms and conditions for the DR Program approved contractor.

To become a DR Program authorized contractor, each contractor must follow these steps:

1. Complete and submit this application & agreement via email to [commercial@nveenergy.com](mailto:commercial@nveenergy.com). When submitting this application & agreement, please be certain to include the required documentation as outlined on page 3.
2. Upon receipt of this application & agreement, Commercial Energy Services will review your application, verify required documentation, and check references to determine eligibility.
3. Once your application has been approved, you will be provided with a signed copy of this agreement and program training will be scheduled.

Please direct any questions or concerns to the contact information listed below. Within 10 business days of submitting this application & agreement, you will be notified with a decision of eligibility. The DR Program is open to a limited number of contractors. Eligible contractors who are not initially enrolled in the program will be placed on a waitlist.

**Please send all documentation to:**

Commercial Energy Services  
6655 W. Sahara Avenue, Suite A-214  
Las Vegas, NV 89146

Phone: (800) 342-6335

Fax: (702) 216-2729

Email: [Commercial@nveenergy.com](mailto:Commercial@nveenergy.com)

Thank you for your interest in NV Energy Commercial Energy Services DR Program. We look forward to working with you.

Sincerely,

NV Energy Commercial Energy Services team

# Contractor Application & Agreement – DR Program

## CONTRACTOR INFORMATION

Company Name		Corp Parent Name	
Primary Contact Name		Company President or Owner	
Position		Phone	
Address		Fax	
	Street	E-mail	
	City State Zip	Number of Full-Time Service Technicians in Nevada area office(s)	
Address for payments, if different from above		Number of Sales Service Staff in Nevada area office(s)	
	Street	What is the tax status of your company?	<input type="checkbox"/> Tax Exempt <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Other: _____
	City State Zip		
Primary Contact Phone		Corp Parent Fed Tax ID	
Primary Contact Mobile		Business location(s) in Nevada	
Primary Contact Fax			
Primary Contact E-mail			
Company Fed Tax ID			

## PURPOSE OF AGREEMENT

This agreement is between DNV GL, acting on behalf of NV Energy Commercial Energy Services, and the contractor listed above. The agreement provides terms and conditions for the contractor to be authorized as a Commercial Energy Services DR Program approved contractor. This agreement will be considered effective once both parties have signed page 9.

Commercial Energy Services' responsibilities include:

- Service design and administration
- Marketing support
- Approval of all project proposals
- Procurement of equipment to be installed
- Customer enrollment
- Conduct both pre-installation and post-installation inspections (if required)
- Payment of contractors

Contractor responsibilities include:

- Active and timely participation
- Marketing, sales, and project development
- Obtain equipment from NV Energy distribution centers, install equipment, and register equipment in NV Energy database and manufacturer database
- Provide customer education on use of the installed equipment
- Attend program training
- Register for access to NV Energy database and manufacturer database
- Respond on site to customer complaint and notify NV Energy of required remedy within 1 day
- Upon notification by commercial energy services, resolve any failed inspection or craftsmanship-related issue within 2 business days for Pelican equipment and 7 business days for Encycle equipment
- Submit required documentation (including participation agreement, scope of work and customer acceptance form)
- Submit accurate documentation.

## REQUIRED LICENSES

Contractor must be licensed by the Nevada State Contractors Board (<http://www.nvcontractorsboard.com>). Contractor must also have current (unexpired) licenses in good standing to perform the specific services they will provide.

Contractor should list all applicable licenses below and must submit a photocopy of each license/card when submitting this application. Contractor agrees to notify a commercial energy services representative any changes to licenses.

License Type	License Holder	License #	Expiration Date

## REQUIRED INSURANCE

Contractor agrees to carry, at all times during the course of this agreement, insurance applying to all work undertaken by contractor, contractor agents, employees, and any person(s) for whom the contractor may be liable. Certificates of insurance must indicate that the insurance is in full force and effect. Contractors must provide a commercial energy services representative with at least thirty (30) days prior written notice to cancellation or modification of said insurance. The contractor must obtain the following limits:

**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)
- Coverage shall include Premises Operations, Contractual, Broad Form Property Damage, Independent Contractors, 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 commercial energy services

**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.

**For General Liability and Automobile Liability, NV Energy shall be included as an additional insured in the Contractor’s insurance policies. Below is the information that should be listed in the certificate holder section of the insurance policy.**

**NV Energy  
6226 West Sahara Avenue  
M/S 29  
Las Vegas, NV 89146**

## SERVICES

**What percent of you work is for commercial customers?:**

<input type="checkbox"/>	0% to 25%	<input type="checkbox"/>	50% to 75%
<input type="checkbox"/>	25% to 50%	<input type="checkbox"/>	75% to 100%

**What percent of your customers have a Building/Energy Management System?**

<input type="checkbox"/>	0% to 25%	<input type="checkbox"/>	50% to 75%
<input type="checkbox"/>	25% to 50%	<input type="checkbox"/>	75% to 100%

**What percent of your customers have split or package HVAC systems?**

<input type="checkbox"/>	0% to 25%	<input type="checkbox"/>	50% to 75%
<input type="checkbox"/>	25% to 50%	<input type="checkbox"/>	75% to 100%

**Rank the top five business types serviced by your company during a typical year**

Casino	Office - Large (> 25,000 sf)
Education - Preschool, Primary or Secondary	Office - Small to Medium (<25,000 sf)
Education - College or University	Religious
Hotel/Motel	Restaurant
Industrial	Retail/Service - Large (>25,000 sf)
Grocery	Retail/Service - Small to Medium (<25,000 sf)
Medical - Large (hospital, care facility)	Warehouse
Medical - Small (clinic, dentist, vet, outpatient office)	Other _____

**TERRITORY**

**What percent of your Nevada work is in the following areas:**

Northern		Southern	
Carson City/Tahoe		Henderson	
Elko		Las Vegas	
Reno		Laughlin	
Sparks		North Las Vegas	
Other _____		Other _____	

**WARRANTIES**

Contractor must honor the following warranties:

- One (1) year labor from date of installation

**Do you agree to offer these warranties for services related to the Commercial Energy Services DR Program?**

Yes No Initials \_\_\_\_\_

**In compliance with the laws and regulations of the State of Nevada and prevailing local jurisdiction, contractor shall assume full responsibility for the correct disposal of all hazardous waste material. Contractor shall properly complete the Hazardous Waste Manifest indicating that all hazardous wastes were removed from the customer site. Information about hazardous waste disposal may be found at <http://www.epa.gov/epawaste/hazard/index.htm>. Contractor shall provide Commercial Energy Services with full documentation of all hazardous waste material disposals upon request.**

**Do you agree to abide by the laws and regulations of the State of Nevada and prevailing local jurisdiction, as they relate to the disposal of Hazardous Waste materials relative to Commercial Energy Services?** Yes No Initials \_\_\_\_\_

I certify that the above information is correct:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

**REFERENCES AND WORK HISTORY**

**Provide contact information for three HVAC project references. Please select projects that represent your range of typical HVAC services.**

REFERENCE #1	REFERENCE #2	REFERENCE #3
_____ Contact Name	_____ Contact Name	_____ Contact Name
_____ Business Name	_____ Business Name	_____ Business Name
_____ Street	_____ Street	_____ Street
_____ City                      State                      Zip	_____ City                      State                      Zip	_____ City                      State                      Zip
_____ Phone	_____ Phone	_____ Phone
_____ E-mail Address	_____ E-mail Address	_____ E-mail Address

**Customer service is an essential part of the services that you would provide on behalf of NV Energy. Provide your code of conduct as an attachment to this application. Program participants will receive a post-installation survey. High scores on these surveys is a condition of continuing participation in this program.**

**OTHER TERMS OF THE AGREEMENT**

- In order to receive the specified payment, contractor must:
  - 1) Submit to NV Energy a participation agreement and scope of work that has been signed by the participating business and contracting company.
  - 2) Receive written approval from NV Energy that the customer is eligible and that the project can proceed.
  - 3) Install equipment procured by NV Energy according to equipment specifications and installation standards, register equipment in the NV Energy database and the manufacturer's database, and provide required customer education.
  - 4) Submit to NV Energy a customer acceptance form that has been signed by the participating business and contracting company.
- Contractor is only authorized to perform the work, as described on the project scope of work or required changes documented in the customer acceptance form, subject to review by commercial energy services. The scope of work obligates commercial energy services to pay the specified amount to the contractor, provided that the work has been completed in accordance with the terms in this agreement.
- During the course of performing services on this project, both parties may gain knowledge of information or data of a proprietary or confidential nature belonging to the other party, commercial energy services, or the customer. Both commercial energy services and the contractor acknowledge and agree to neither divulge nor disclose any such information to any third party (or parties) without the express written consent of commercial energy services and the contractor, nor to allow such information to be divulged or disclosed.
- Commercial energy services will establish and enforce policies and procedures, such as minimum equipment standards,

installation standards, disclosure requirements and required forms and documentation. A copy of these written rules (policies and procedures) will be provided to each contractor and will be available for downloading from the website or upon request. All rules must be followed in order to receive payments. Commercial energy services reserves the right to modify these rules as it sees necessary. The rules that are in place at the time that the contractor signs a participation agreement and/or scope of work, whichever is more current, will apply to that specific scope of work.

- Contractor must agree to participate in DR Program training that will require a commitment of up to twelve (12) hours for at least two (2) people from contractor's company, plus up to four (4) hours of renewal instruction twice per year. Contractor must then abide by the specified implementation requirements while performing work for the project.
- Contractor agrees to only utilize approved marketing materials. All additional marketing materials used, in addition to or in lieu of, the marketing materials provided by commercial energy services must be approved first. This includes (but not limited to) brochures, flyers, advertisements, letters and mailing inserts. Contractor also agrees not to use NV Energy logo or name in any manner, unless prior approval was granted in writing.
- Commercial energy services team may terminate contractor status, at any time, upon written notification to contractor. Contractor may be allowed to complete projects where they have a signed participation agreement and scope of work and will be paid the specified amount, as long as the applicable rules are followed.
- Contractor is responsible for the professional quality, technical accuracy, completeness and coordination of all reports, documentation, designs, plans, information, specifications, and other items and services furnished under this agreement.
- Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, and regulations in performing its services.
- Contractor shall ensure that all work is performed in compliance with reasonable safety and work practices and applicable federal, state and local laws, rules and regulations, including but not limited to, Occupational Safety and Health Standards.
- Contractor must walk-away from the following on-site issues:
  - Facilities with asbestos
  - 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
- Payments are strictly subject to completion and verification of work in accordance with the policies and procedures, participation agreement, and the scope of work. A commercial energy services representative may conduct a post-inspection of completed projects. If sufficient discrepancies are found between the work performed and the scope of work, unless scope changes documented in the customer acceptance form are approved by commercial energy services, the contractor will be allowed 2 business days for Pelican technology and 7 business days for Encycle technology to correct the discrepancy in a manner acceptable to commercial energy services. Commercial energy services reserves the right to disapprove and reduce the payment if policies and procedures are not followed or if work completed by the contractor is materially different than what was contained in the scope of work.
- Contractor shall hold commercial energy services harmless from and against all claims asserted by a third party (or parties) and related damages, losses and expenses that results from the work performed by the contractor.
- The contractor shall disclose in writing to participating businesses that the technology is offered at no cost, which includes equipment and labor.
- Customer acknowledges that any energy efficiency credits, resulting from NV Energy payment, benefit 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.
- Contractor and/or customer may not modify the Participation Agreement terms and conditions in any way.
- Contractor shall, at all times, be deemed to be an independent contractor. Nothing contained in this agreement shall be construed as creating the relation of employer and employee, agent or joint venture between contractor and NV Energy.

The following table displays the project process. The contractor must complete the steps noted and in a timely manner. Contractor retains sole responsibility of soliciting eligible businesses. Being a DR Program contractor in no way guarantees any amount of work. Projects that are solicited and developed by a contractor will not be reassigned to another contractor unless the developing contractor does not comply with the policies and procedures and terms of this agreement or chooses to not install the project at a specific site.

**Outreach phase:**

<b>Contractor's Role</b>	<b>Commercial Energy Services' Role</b>
<i>Step 1 – Contractor Site Visit</i>	
Contractor visits customer and proposes an implementation package that meets the needs of the customer and commercial energy services.	
<i>Step 2 – Proposal Generation, Customer Acceptance, and Commercial Energy Services</i>	
Contractor presents Participation Agreement and scope of work to customer for review. Once customer accepts and signs both documents, contractor submits original forms to commercial energy services and requests pre-approval.	Confirms customer eligibility and performs pre-inspection if necessary to verify proposal and authorize the project. For some projects, coordination of engineering design with the manufacturer may be necessary. The contractor is then notified of the pre-approval findings.

**If the project passes the pre-approval review, the Contractor may move to the installation phase:**

<b>Contractor's Role</b>	<b>Commercial Energy Services' Role</b>
<i>Step 3 – Document Scope Change</i>	
If the project requires different quantities of equipment from those specified in the scope of work, the contractor will be required to document those changes in the customer acceptance form.	Reviews new documentation.
<i>Step 4 – Installation and Post Inspection</i>	
Schedules installation and sends customer service representative a copy of the signed participation agreement and scope of work. Contractor performs installation (within 30 days of authorization), provides customer a signed copy of the customer acceptance form and retains a copy, registers equipment in NV Energy database and manufacturer database, and then submits signed customer acceptance form to commercial energy services.	Reviews customer acceptance form, equipment registration and may conduct a post-inspection of the site to verify installation. Once approved, commercial energy services sends the contractor a payment notification form that itemizes the approved payment.
<i>Step 5 – Final Approval Process</i>	
Contractor has seven (7) business days after the date on the payment notification form to contest the project completion details, if project fails post installation review. The 7 business days are automatically waived if post-installation review passes.	Once the project is approved and the seven (7) day waiting period (if applicable) have passed, commercial energy services will request that a check be issued for the contractor's work. Contractor shall receive this check within 6 weeks from the end of the payment notification period.
<i>Step 6 – Payment</i>	
Receives payment.	

**Overview**

**1 INTRODUCTION**

DR Program technology is offered to qualifying commercial customers in NV Energy's Northern and Southern Nevada service

territories. Commercial energy services are designed to maximize the implementation of comprehensive, cost-effective demand response and energy-efficiency measures. NV Energy offers free technology for commercial customers, in exchange for participation in a limited number of demand response events. Contractors also benefit from the program, as the service effectively sells itself, thereby allowing contractors to minimize marketing efforts and focus on working directly with participating customers. Payments for the installation of approved measures are provided directly to the contractor.

Eligible customers include:

- NV Energy fully-bundled commercial customers

The program currently offers the following technologies:

- Pelican wireless thermostats
- Encycle HVAC demand limiting controllers

Installation must be completed within 30 days after authorization of installation or November 15, 2016, whichever comes first. Any request for extension on project installation must be submitted in writing. The request for extension may be granted at the discretion of commercial energy services, but commercial energy services may also, at its discretion, cancel the project or assign it to another contractor. All project completion forms must be received within 2 business days of final completion. Available funds are limited, and it is possible that all funds will be committed before the end date.

## 2 PAYMENTS

The following components will be procured directly by NV Energy for use by participating contractors.

System	Component
Pelican Wireless Thermostats	TS200 – Internet Programmable Thermostat
	GW200 – Wireless Gateway
	GW200 – Wireless Gateway, Extended Range
	WR400 – Wireless Repeater, Extended Range
Encycle HVAC Controller	RM2K-480-1-US – Load Controller
	RM2K-GW-1-US – Gateway
	TA-TM-CELL400-Z – Temperature Monitor Base Station
	TA-TM-ZP200 – Temperature Monitor Remote Sensor

Contractors will be eligible for the following payments for the installation of the provided equipment.

System	Payment
Pelican Wireless Thermostats	\$100 per Thermostat, including accessories
Encycle HVAC Controller	\$250 per Load Controller, including accessories

## 3 APPLICATION REVIEW

Completion of this application does not, in any way, constitute an automatic approval status. A commercial energy services representative will review your application, verify required documentation, and check your references to determine eligibility. Please note that our review process is extensive, and we reserve the right to determine eligibility of contractors. In addition to checking the references provided in this application, we reserve the right to conduct our own reference check. The DR Program is open to a limited number of contractors. Eligible contractors who are not initially enrolled in the program will be placed on a waitlist.

## 4 PROJECT SOLICITATION

Contractors must solicit their own projects.



## 5 THIRD PARTY COLLABORATION

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

## 6 PROJECT FORMS AND PROJECT TRACKING

Contractors will receive training in the use of the NV Energy database and manufacturers' databases once their application is approved. Contractors are responsible for providing the following forms and documentation –

- Participation agreement
- Scope of work
- Registration of equipment in NV Energy and manufacturer databases
- Customer acceptance form

It is expected that that contractor will provide documentation that is both accurate and timely (see timelines in Section 1 Introduction, above). Contractor will be removed from the program if documentation is not accurate and timely.

## 7 CONTRACTOR PAYMENT

When an installation has been verified as completed, according to the steps outlined in the contractor agreement, contractor will be paid directly by DNV GL, acting on behalf of NV Energy.

Payments are taxable and if greater than \$600, will be reported to the IRS unless your business is exempt. NV Energy will report your payment(s) as income to you on IRS Form 1099 unless you have indicated Corporation or Exempt tax status on the contractor information portion of this agreement. Contractor must provide their tax identification number (usually FEIN) on the contractor information portion of this agreement. NV Energy is not responsible for any taxes that may be imposed on your business as a result of your receipt of payments.

## 8 CONTACT INFORMATION

Inquiries should be directed to commercial energy services at:

Phone: (800) 342-6335 Fax: (702) 216-2729  
(702) 216-2727

Email: [commercial@nvenergy.com](mailto:commercial@nvenergy.com) Mail: Commercial Energy Services  
6655 W. Sahara Ave., Suite A-214  
Las Vegas, Nevada 89146

## AGREEMENT SIGNATURES

I agree to abide by the terms and conditions outlined in this agreement.

### Commercial Energy Services

### Contractor

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_  
(Type or Print)

Name \_\_\_\_\_  
(Type or Print)

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_