



Small Business Contractor Application & Agreement Commercial Energy Services

Thank you for your interest in NV Energy Commercial Energy Services Small Business Contractor Network.

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

To become a Small Business authorized contractor, each contractor must follow these steps:

1. Complete and submit this application & agreement via email to commercial@nvenergy.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 software training will be scheduled. Once software training has been completed, you will be granted access to the web portal for generating and submitting proposals.

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.

Please send all documentation to:

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

Contact: Nikoleta Petrikova
Phone: (800) 342-6335
Fax: (702) 216-2729
Email: Commercial@nvenergy.com;
Nikoleta.petrikova@dnvgl.com

Thank you for your interest in NV Energy Commercial Energy Services Small Business Contractor Network. We look forward to working with you.

Sincerely,

Small Business team

Contractor Application & Agreement – Small Business

CONTRACTOR INFORMATION

Company Name			Corp Parent Name	
Primary Contact Name			Company President or Owner	
Position			Phone	
Address			Fax	
	Street		E-mail	
	City	State	Zip	
Address for payments, if different from above			Number of Full-Time Employees 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		
Primary Contact Phone				
Primary Contact Mobile				
Primary Contact Fax				
Primary Contact E-mail			Corp Parent Fed Tax ID	
Company Fed Tax ID			Business location(s) in Nevada	

PURPOSE OF AGREEMENT

This agreement is between 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 Small Business 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
- Develop and manage proposal generation software
- Approval of all project proposals
- Conduct both pre-installation and post-installation inspections (if required)
- Payment of incentives to contractors

Contractor responsibilities include:

- Active and timely participation
- Marketing, sales, and project development
- Utilize proposal generation software to expedite and streamline projects
- Material procurement and installation – all equipment must meet standard requirements and specifications set forth by commercial energy services
- Hazardous waste removal - proper disposal of equipment and materials retrofitted or replaced as part of the project
- Provide and honor required warranties
- Attend software training
- Resolve any customer complaint or failed inspection items within 7 business days
- Submit required documentation (including material invoices and specification sheets)
- Collection of residual payment from the participating business
- 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 Small Business representative with 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 Small Business 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

Check all services your company provides:

<input type="checkbox"/>	Retrofit lighting fixtures/reflectors	<input type="checkbox"/>	Install lighting controls
<input type="checkbox"/>	Install refrigeration measures	<input type="checkbox"/>	Other services

*Approved Contractors must be capable of offering a comprehensive suite of energy-saving upgrades for lighting and/or refrigeration.

TERRITORY

Check the territory your company will provide services for:

<input type="checkbox"/>	Northern	<input type="checkbox"/>	Southern
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*Contractors may provide services for both territories, as long as the contractor is licensed to perform work in both territories.

WARRANTIES AND HAZARDOUS WASTE DISPOSAL

Contractor must honor the following warranties:

- One (1) year labor from date of installation
- Manufacturer's warranty on equipment installed as follows:
 - ✓ 5 year – Fluorescent tube lamps
 - ✓ 10 year – Reflectors
 - ✓ 5 years – Electronic ballasts
 - ✓ 5 years – Exit signs
 - ✓ 1 year – Occupancy sensors
 - ✓ 1 year – Refrigeration measures
 - ✓ 1 year – Programmable thermostats

Do you agree to offer these warranties for services related to commercial energy services?

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 ballast, fluorescent tubes, and any other hazardous waste material. Contractor shall properly complete the Hazardous Waste Manifest indicating that ballasts, fluorescent tubes, and any other 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

Number of energy efficiency retrofits your company has installed over the last three years:

2016: _____
2015: _____
2014: _____

Provide contact information for three energy efficiency project references.

REFERENCE #1**REFERENCE #2****REFERENCE #3**

 Contact Name

 Business Name

 Street

 City State Zip

 Phone

 E-mail Address

 Contact Name

 Business Name

 Street

 City State Zip

 Phone

 E-mail Address

 Contact Name

 Business Name

 Street

 City State Zip

 Phone

 E-mail Address

OTHER TERMS OF THE AGREEMENT

- In order to receive the incentive payment, contractor must:
 - 1) Have a signed project proposal (Participation Agreement) that has been approved by a Small Business representative and signed by the participating business and contracting company.
 - 2) Installed equipment that meets Commercial Energy Services requirements (according to equipment specifications and installation standards).
 - 3) Submit required forms and documentation.
- Contractor is only authorized to perform the work, as described on the project change order form and/or participation agreement, whichever is most current. It is the contractor's responsibility to ensure that the change order is consistent with the project proposal (signed by the participating business) or to confirm any changes that may result from the pre-inspection. The change order obligates Commercial Energy Services to pay the incentive to the contractor, provided that the work has been completed in accordance with the change order and the terms in this agreement. The Participation Agreement obligates the participating business to pay the contractor for the residual amount of the project costs not covered by the incentive.
- 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 incentive 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 change order, whichever is more current, will apply to that specific change order.
- Contractor must agree to participate in Small Business software training that will require a commitment of up to four (4) hours for at least one (1) person from contractor's company. 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/or change order and will be paid the incentive, 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 must properly dispose of and/or recycle all old equipment, even if the customer requests to keep them.
- 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
- Incentive payments are strictly subject to completion and verification of work in accordance with the policies and procedures and the change order. A Small Business representative will conduct a post-inspection of all completed projects. If sufficient discrepancies are found between the work performed and the change order, the contractor will be allowed 7 business days to correct the discrepancy or address customer’s concerns in a manner acceptable to Commercial Energy Services. These may include, but not limited to, light levels, cracked lens, scope of work discrepancies, removed equipment left at customer site. Commercial Energy Services reserves the right to disapprove and reduce the incentive payment if policies and procedures are not followed or if work completed by the contractor is materially different than what was contained on the change order.
- 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 the co-pay obligations. The contractor is solely responsible for collecting payments from the participating business that are not covered by the incentive payment. NV Energy has no obligation to compensate the contractor for nonpayment by the participating business regardless of which party developed the project proposal. The contractor has the right to not perform the installation if they have concerns about the credit worthiness of the participating business. The contractor and the participating business can also establish their own mutually agreeable payment terms if the standard payment terms of Commercial Energy Services (full payment upon completion of work) are not satisfactory. Contractor may not collect co-pay above the amount noted on the payment notification form. Contractor may also decide to waive the co-pay, but NV Energy will only pay 90 percent of the project cost as the maximum incentive.
- Contractor shall perform comprehensive energy assessments free of charge at participating customer facilities. At the conclusion of this assessment, the contractor shall take time with the customer and thoroughly explain what changes the participating business should make to its facility more energy efficient. In addition, the contractor shall explain all phases of the work that will be completed in the customer’s facility.
- Customer acknowledges that any energy efficiency credits, resulting from NV Energy incentive, 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.

PROJECT FLOW OVERVIEW

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, but may also be assigned projects. Being a Small Business 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.

Contractor Initiated Projects

Contractor’s Role	Commercial Energy Services’ Role
<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 generates proposal and then 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 Commercial Energy Services and requests pre-inspection.	Confirms customer eligibility and performs pre-inspection to verify proposal and authorize the project. The contractor is then notified of the pre-inspection findings.

If the project passes the pre-inspection, the Contractor may move to the installation phase.

Contractor's Role	Commercial Energy Services' Role
<i>Step 3 – Create Change Order</i>	
If the project fails the pre-inspection, the contractor will be required to submit a change order form or new participation agreement.	Reviews new documentation and authorizes contractor to proceed with installation.
<i>Step 4 – Installation and Post Inspection</i>	
Schedules and performs installation (within 30 days of authorization) and then submits project completion form signed by contractor and customer.	Conducts 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, and the contractor is responsible for sending the form to the customer.
<i>Step 5 – Final Approval Process</i>	
Contractor and customer have seven (7) business days after the date on the payment notification form to contest the project completion details, if project fails post inspection. The 7 business days are automatically waived if post-inspection 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 portion of the work. Contractor shall receive this check within 6 weeks from the end of the payment notification period.
<i>Step 6 – Payment</i>	
Receives incentive portion of costs. Contractor invoices customer for balance of the project cost, if applicable.	

Overview

1 INTRODUCTION

Small Business incentives are offered to a specific group of commercial customers in NV Energy's Northern and Southern Nevada service territories. Commercial energy services is designed to maximize the implementation of comprehensive, cost-effective energy-efficiency measures. NV Energy offer generous incentives for small businesses, which translates into short payback periods and low measure installation costs for customers. Contractors also benefit from these incentives, as the service effectively sells itself, thereby allowing contractors to minimize marketing efforts and focus on working directly with participating customers. Incentives for the installation of approved measures are provided directly to the contractor. The Small Business team works closely with contractors to provide customers with on-site facility assessments and financial incentives, specifically for lighting upgrades, refrigeration measures, and programmable thermostats.

Eligible customers include:

- Non-residential NV Energy customers
- Facilities with electric usage below 400,000 kWh per year

Commercial Energy Services Small Business will officially kick off in January, 2017. Participation agreements must be signed and dated by the customer on or after this kickoff date. All signed project completion forms must be received within 30 days after authorization of installation or November 15, 2017, whichever comes first. Available funds are limited, and it is possible that all funds will be committed before the end date.

2 INCENTIVES

The chart below provides a general list of incentives. NV Energy pays \$0.15 per kWh saved for all qualifying measures.

Measure Name	Incentive (\$/kWh)
T12/T8 to LED Retrofit	\$0.15 per kWh saved
T12/T8 Delamp	\$0.15 per kWh saved
HID to T5/T8 High Bays	\$0.15 per kWh saved
Occupancy Sensors	\$0.15 per kWh saved
Exit Signs	\$0.15 per kWh saved
Programmable Thermostat	\$0.15 per kWh saved
Night Covers	\$0.15 per kWh saved
Strip Curtains	\$0.15 per kWh saved
Swing Doors	\$0.15 per kWh saved
Door Gaskets	\$0.15 per kWh saved
VendingMiser®	\$0.15 per kWh saved
Electronically Commutated Motor (ECM)	\$0.15 per kWh saved
Evaporator Fan Controller	\$0.15 per kWh saved

3 APPLICATION REVIEW

Completion of this application does not, in any way, constitute an automatic approval status. A Small Business 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.

4 PROJECT ASSIGNMENT

Contractors are welcome and encouraged to solicit their own projects. The Small Business team will also solicit projects directly and will assign those projects to approved contractors.

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 a Small Business 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

The web-based proposal generation software is a tool for contractors to use to develop proposals, print project forms, and track projects. Contractors will receive software training once their application is approved. Contractors are required to use the proposal generation software to expedite and streamline their projects. A Small Business representative will track all projects using the Proposal Generation Software.

7 STANDARDIZED PRICING

Standardized pricing for measures is used and will expedite the approval process. However, standardized pricing is not required for each project. Projects using non-standard pricing will be subject to a review process prior to the issuing of the participation agreement. For standardized pricing, the proposal generation software will automatically incorporate the applicable standardized prices for each participation agreement.

8 CONTRACTOR PAYMENT

When an installation has been verified as completed, according to the steps outlined in the contractor agreement, contractor will be paid the incentive directly by NV Energy. Customer is responsible for paying contractor their portion of the project cost as stated in the participation agreement, unless other arrangements have been made between customer and contractor.

Incentives are taxable and if greater than \$600, will be reported to the IRS unless your business is exempt. NV Energy will report your incentive(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 incentives.

9 CONTACT INFORMATION

Inquiries should be directed to Commercial Energy Services at:

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

Fax: (702) 216-2729

Email: 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 _____