



Business Energy Services Small Business Contractor Application & Agreement

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

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

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

1. Complete and submit this application & agreement via email to bes@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, Business Energy Services will review your application, verify required documentation, and check references to determine eligibility. Within 10 business days of submitting this application & agreement, you will be notified with a decision of 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 (800) 342-6335 or bes@nvenergy.com. Thank you for your interest in NV Energy Business Energy Services Small Business Contractor Network, and we look forward to working with you.

Sincerely,

Business Energy Services

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	Number of Full-Time Employees in Nevada area office(s)	
Address for payments (if different from above)		What is the tax status of your company?	<input type="checkbox"/> Tax Exempt <input type="checkbox"/> Partnership <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> LLC Tax classification _____ (C=C corporation, S=S corporation, P=Partnership) <input type="checkbox"/> Other: _____
	Street		
	City State Zip		
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	

Large Business Contractor Network Participation Option

Yes, if approved, please also consider this application for inclusion into the Large Business Contractor Network.

How to Maintain Your Status as a Small Business Contractor

To maintain your status as a small business contractor, you must agree to:

- Attend our annual kick off event each year.
- Submit at least one energy efficiency project per year.
- Abide by all additional terms of this agreement.

I understand that I must meet all requirements and will follow the guidelines for maintaining status.

Initials _____

PURPOSE OF AGREEMENT

This agreement is between NV Energy Business Energy Services and the contractor listed above. The agreement provides terms and conditions for the contractor to be authorized as a Business Energy Services Small Business approved contractor. This agreement will be considered effective once both parties have signed page 9.

Business Energy Services' responsibilities include:

- Program design and administration
- Marketing support
- Development and management of proposal generation software
- Proposal review and approval
- 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 proposal 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 Business 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 and program training
- Resolve any customer complaint or failed inspection items within five (5) business days
- Submit required documentation (including utility bill, photographic evidence, 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. A C-2 Electrical license is required as a minimum. Contractor agrees to notify Business Energy Services 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 Business Energy Services with at least thirty (30) days written notice prior 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). If the "per project" limit is not available, please provide a \$2,000,000 aggregate limit
- 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 Business 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 years – LED lamps
 - ✓ 10 years – Reflectors
 - ✓ 5 years – Electronic ballasts
 - ✓ 5 years – Exit signs
 - ✓ 1 year – Occupancy sensors
 - ✓ 1 year – Refrigeration measures

Do you agree to offer these warranties for services related to Business 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 Business 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 Business 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: _____

Provide contact information for three energy efficiency projects completed in the last three years:

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

OTHER TERMS OF THE AGREEMENT

- In order to receive the incentive payment, contractor must:
 - 1) Submit a Participation Agreement that is approved and signed by the participating customer, small business contractor, and Business Energy Services.
 - 2) Install equipment that meets Business Energy Services requirements according to equipment specifications and installation standards.
 - 3) Adhere to Business Energy Services Policies and Procedures, as well as terms of this agreement.
 - 4) Submit required forms and documentation with accuracy.
- Contractor is only authorized to receive an incentive for the work outlined in the Participation Agreement or Change Order, whichever is most current. It is the contractor's responsibility to confirm and acknowledge by signature any changes that may result from the pre-inspection or post-inspection. Business Energy Services will pay the incentive, provided the work has been completed in accordance with the approved scope of work and the contractor has adhered to the terms of this agreement, as well as the Policies and Procedures. The customer will be responsible for paying the contractor the residual amount of the project cost 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, Business Energy Services, or the customer. Both Business 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 Business Energy Services and the contractor, nor to allow such information to be divulged or disclosed.
- Business 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. Business 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 proposal.
- Contractor must agree to attend Business Energy Services program kickoff and participate in Small Business program overview/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 Business 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.
- Business 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 participation agreement/change order. Business Energy Services will conduct a post-inspection of all completed projects. If discrepancies are found between the work performed and the participation agreement/change order, the contractor will be allowed five (5) business days to correct the discrepancy or address customer's concerns in a manner acceptable to Business Energy Services. Discrepancies may include, but are not limited to, fixture wattage inaccuracy or fixture quantity inaccuracy. Customer concerns may include, but are not limited to, light levels, cracked lens, scope of work discrepancies, removed equipment left at customer site. Business 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 participation agreement/change order.
- At its sole discretion, Business Energy Services reserves the right to revoke good standing status and place a contractor on suspension at any time. If discrepancies are found between the work performed and the participation agreement/change order at the post-inspection, the proposal will fail the post-inspection. Three failed inspections will lead to contractor suspension.
- Contractor shall hold Business 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 customer the co-pay obligations. The contractor is solely responsible for collecting payments, from the participating customer, 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 customer. The contractor and the participating customer can also establish their own mutually agreeable payment terms if the standard payment terms of Business Energy Services (full payment upon completion of work) are not satisfactory. Contractor may not collect co-pay above the amount noted on the participation agreement/change order. Contractor may decrease the customer co-payment, but the customer should provide some capital investment. NV Energy will pay up to 90 percent of the total 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 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 Policies and Procedures, the terms of this agreement or chooses not to complete the project.

Contractor's Role	Business Energy Services' Role
<i>Step 1 – Contractor Site Visit</i>	
Conducts site visit to identify energy savings opportunities.	None
<i>Step 2 – Proposal Generation, Customer Acceptance, and Pre-inspection</i>	
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 bes@nvenergy.com .	Confirms customer eligibility and performs pre-inspection to verify proposal and authorize project installation. Contractor is notified of pre-inspection findings. If pre-inspection passes, contractor may proceed to Step 4: Installation and Post-inspection and incentive funds are reserved. If pre-inspection fails, proposal will proceed to Step 3: Change Order.

Contractor's Role	Business Energy Services' Role
<i>Step 3 – Change Order</i>	
If project fails pre-inspection, contractor is required to submit Change Order form or new Participation Agreement.	Reviews new documentation and authorizes contractor to proceed with installation. Incentive funds are reserved.
<i>Step 4 – Installation and Post-inspection</i>	
Schedules and performs installation within 30 days of authorization and submits Project Completion form (signed by contractor and customer) to bes@nvenergy.com . If installation cannot be completed in 30 days, contractor must submit an extension request to bes@nvenergy.com .	Conducts post-inspection to verify installation. If post-inspection passes, the proposal will proceed to Step 6: Payment. If post-inspection fails, the proposal will proceed to Step 5: Post-inspection Resolution.
<i>Step 5 – Post-inspection Resolution</i>	
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 bes@nvenergy.com .	Once post-inspection resolution is provided, proposal will proceed to Step 6: Payment.
<i>Step 6 – Payment</i>	
Receives incentive portion of costs. Contractor invoices customer for balance of project cost, if applicable.	Mails incentive payment directly to contractor.

1 INTRODUCTION

Small Business incentives are offered to a specific group of commercial customers in NV Energy's Northern and Southern Nevada service territories. Business 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. Business Energy Services works closely with contractors to provide customers with on-site facility assessments and financial incentives, specifically for lighting upgrades and refrigeration measures.

Eligible customers include:

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

Business Energy Services Small Business will officially kick off in January. 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 15th, whichever comes first. Available funds are limited, and it is possible that all funds will be committed before the end date.

2 INCENTIVES AND MEASURES

Small Business measures that are incentivized include, but are not limited to, fluorescent to LED retrofit, HID to LED, Halogen to LED, occupancy sensors, exit signs, door gaskets, fan controller, etc. NV Energy pays \$0.10 per kWh saved for all qualifying 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. The baseline for all such lamps, only when used in guest rooms, is as follows:

40W Inc = 10W 60W Inc = 18W 75W Inc = 24W 100W Inc = 36W

3 APPLICATION REVIEW

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

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 Policies and Procedures, the terms of this agreement or chooses not to complete the project.

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 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.

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. Business Energy Services 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 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>

10 CONTACT INFORMATION

Inquiries should be directed to Business Energy Services at:

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

Email: Bes@nvenergy.com Mail: Business Energy Services
6655 W Sahara Ave, Ste A-214
Las Vegas, Nevada 89146

AGREEMENT SIGNATURES

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

Business Energy Services

Signature _____

Name _____
(Type or Print)

Title _____

Date _____

Contractor

Signature _____

Name _____
(Type or Print)

Title _____

Date _____