

PNM Business Energy Efficiency Programs Trade Ally Application



Why Become a PNM Trade Ally?

Trade Allies are trusted advisors to PNM business customers. They help businesses identify energy efficiency opportunities, offer energy-saving equipment upgrades, and estimate PNM rebates – helping customers save energy and money. Trade Allies are important outreach resources for PNM business customers.

The PNM Business Energy Efficiency Programs are designed to help eligible commercial, industrial, multifamily, tribal, and government customers reduce their energy use. PNM offers incentives, training, and energy information services to its customers to improve energy efficiency.

The PNM Business Energy Efficiency Programs Trade Ally Network is comprised of industry professionals who receive Program training and who agree to follow the policies and procedures of the PNM Business Energy Efficiency Programs. Trade Allies include installation contractors, equipment vendors, engineers, consultants, architects and energy services providers.

PNM Business Energy Efficiency Programs

c/o DNV Energy Services USA, Inc.

2440 Louisiana Blvd NE, Suite 301

Albuquerque, NM 87110

Local: (505) 938-9400

Toll free: (877) 607-0741

Fax: (877) 607-0742

energyefficiency@pnm.com

PNMenergyefficiency.com



Benefits of the PNM Trade Ally Network

Participation in the PNM Business Energy Efficiency Programs Trade Ally Network include benefits such as:

- ✓ Your company name, contact information and website listed on PNMenergyefficiency.com
- ✓ Free program marketing materials
- ✓ Access to the latest information on program activities and changes to energy efficiency incentives
- ✓ Access to Program staff for project application and project assistance
- ✓ Exclusive invitations to Program events or networking opportunities
- ✓ Cash or performance bonuses when offered
- ✓ Third party payment if approved by customer

Applicant Requirements

- Applicant/company must be a business in good standing for a minimum of one (1) year prior to application.
- Must be registered or accredited with the Better Business Bureau (BBB) of New Mexico and Southwest Colorado and maintain an "A" or better rating. (NOTE: if your company is not registered, a BBB registration form is included at the end of this document. See instructions in checklist below.)
- To remain an active participating Trade Ally, service provider must remain in good standing and complete at least one (1) new construction, retrofit, or multifamily energy efficiency project application paid between January 1 and December 31 annually.

APPLICATION CHECKLIST (submit documents below with your completed application)	
<input type="checkbox"/>	Completed and signed IRS Form W-9
<input type="checkbox"/>	Copy(ies) of all applicable contractor licensure
<input type="checkbox"/>	Three (3) written and signed letters of reference, dated not more than 30 days prior to your application. Letters must include a brief description of project(s) your company has completed, when work was performed, and an assessment of the customer's experience with your company. <input type="checkbox"/> Reference letters must be submitted on customer's company letterhead, and include reference contact name, email address, company address (physical or mailing), phone number, and customer signature.
<input type="checkbox"/>	Printed proof of registration with the Better Business Bureau of New Mexico & Southwest Colorado. <input type="checkbox"/> If not already registered with the BBB, a registration form is included in this application for your convenience. Complete and email form to info@bbbsw.org
<input type="checkbox"/>	Signed Trade Ally Release and Indemnity Form (included in this application)

An incomplete Trade Ally application cannot be processed.

To Apply

Sign all pages of this application where "Signature" is indicated and initial where indicated. Mail a signed original hard copy (or scan and email a signed copy) of the full application (all pages) and the required documents from the Application Checklist to:

PNM Business Energy Efficiency Programs

c/o DNV Energy Services USA, Inc.
2440 Louisiana Blvd NE, Suite 301
Albuquerque, NM 87110
Email: energyefficiency@pnm.com

Applicant Information

Company Information

Company Name _____

Company Web Address (if applicable) _____

Company Telephone with Area Code _____

Company Email Address (if applicable) or Primary Contact email _____

Company Street Address _____

City _____ State NM ZIP Code _____

Check here if same as Company address

Company Mailing Address _____

City _____ State NM ZIP Code _____

Name of Company President/Owner _____

Company President/Owner Contact Phone _____

Primary PNM Service Territories you serve

Central North S. Central Southwest

Program Category(ies) you will participate in as Trade Ally

Retrofit New Construction Multifamily

Business Type (select one)

Architect

Commercial Refrigeration Contractor

Commercial Food Service Equipment Distributor

HVAC Equipment Distributor

Electrical Contractor

Energy Auditor

Engineering Services

HVAC/Mechanical Contractor

LED Lighting - Sales

Pool Services

Signs

Utility Incentive Third-Party Administrator

Windows

Window Film

Services, Products, or Technology You Provide (select all that apply)

Architectural Services

Building Energy Modeling

Consulting

Commercial Refrigeration

Energy Audits, Analysis, Benchmarking

Engineering Services

Equipment Vendor

HVAC Consulting

HVAC Installation

LED Lighting

LED Lighting Sales

LED Lighting Controls

LED Lighting Installation

Motors

Motor Controls (VFDs, VSDs)

Pool Pumps

Sign Retrofits

Smart Thermostats

Third-Party Rebate Administration

Windows - Sales or Installation

Window Film

Other _____

Other _____

Building Types You Serve (select all that apply)

College/University

Grocery

Heavy Industry

Hotel/Motel

K-12 School

Light Industry

Medical

Miscellaneous

Multifamily

Office

Other

Restaurant

Retail/Service

Warehouse

Company Contact Information (list key contacts for Program participation)

Primary Contact Name, Published on Program website _____
 Title _____
 Telephone with Area Code _____
 Mobile Number with Area Code _____
 Email Address _____
 Street Address _____
 City _____ State NM ZIP Code _____
 Secondary Contact Name _____
 Title _____
 Telephone with Area Code _____
 Mobile Number with Area Code _____
 Email Address _____
 Street Address _____
 City _____ State NM ZIP Code _____
 Third Contact Name _____
 Title _____
 Telephone with Area Code _____
 Mobile Number with Area Code _____
 Email Address _____
 Street Address _____
 City _____ State NM ZIP Code _____

Customer References (should correspond with the reference letters provided)

Company Name _____
 Contact Name _____
 Phone with Area Code _____
 Street Address _____
 City _____ State NM ZIP Code _____
 Describe energy efficiency upgrades and overall project(s) _____

Company Name _____
 Contact Name _____
 Phone with Area Code _____
 Street Address _____
 City _____ State NM ZIP Code _____
 Describe energy efficiency upgrades and overall project(s) _____

Company Name _____
 Contact Name _____
 Phone with Area Code _____
 Street Address _____
 City _____ State NM ZIP Code _____
 Describe energy efficiency upgrades and overall project(s) _____

Licenses (please submit a current copy of your license(s) with this application

List all contractor and professional licenses held by your firm and individuals within your firm (use additional pages if necessary).

License	Issued to	Limitation/Class	State	Expiration Date
			NM	

Quality Service

Better Business Bureau Registration Requirement

All PNM Business Energy Efficiency Programs Trade Allies are required to be registered with the Better Business Bureau (BBB) of New Mexico and Southwest Colorado: <http://bbb.org/new-mexico-southwest-colorado>. There is no fee for registration and registration process may take 30 or more days. Contractor is responsible for providing proof of registration with the BBB.

Is your company registered with the BBB? YES NO

If not yet registered, have you submitted your company registration form the BBB?

YES NO (use BBB registration form at the end of this document, or submit registration online at BBB site)

Date registration form submitted ____

Note about BBB Accreditation

The PNM Business Energy Efficiency Programs may extend benefits to Trade Allies who undergo BBB accreditation. *Accreditation is entirely optional. There is a fee for BBB accreditation.* Contractor is responsible for providing proof of accreditation with the BBB.

Is your company accredited by the BBB? YES NO

Trade Ally Code of Conduct

Trade Allies in the PNM Business Energy Efficiency Programs network plays an important role bringing energy efficiency to PNM customers. Each point of contact they have with a PNM customer provides an opportunity to leave the customer with a positive impression of their company and of the PNM Business Energy Efficiency Programs.

Please review the Trade Ally Code of Conduct with your employees and any representatives of your company who will have contact with PNM customers through the Programs. Signing this application indicates acceptance and commitment from your company to adhere to the Trade Ally Code of Conduct.

As a member of the PNM Business Energy Efficiency Programs Trade Ally network, all employees and representatives of my company agree to:

- Perform our work to the highest standards of integrity and quality.
- Clearly identify ourselves, the company we represent and our role with the company when interacting with a customer on a PNM Business Energy Efficiency Program project.
- Never represent ourselves as a PNM employee.
- Be prepared and prompt for customer appointments and/or onsite installations.
- Present a clean and professional appearance.

- Follow all customer rules and policies, including safety and security policies.
- Be respectful of customer policies regarding smoking on facility grounds.
- Refrain from using inappropriate language when at a customer site or when communicating with a customer.
- Acknowledge and respond to all customer inquiries and/or requests as soon as possible, but at least within a 48-hour timeframe.
- Respect and treat with care all customer property and building contents.
- Leave the customer's project site clean and in the condition in which it was originally found.
- Address all complaints or issues expressed by the customer promptly and communicate the concern and the results to the PNM Business Energy Efficiency Programs team.
- Respond to all requests made by the PNM Business Energy Efficiency Programs team and provide the information or documentation requested in an expeditious and timely manner.
- Adhere to the PNM Business Energy Efficiency Programs Policies and Procedures.

Terms and Conditions

The PNM Business Energy Efficiency Programs team will review all Trade Ally Applications, verify the information provided and contact the references listed as needed. If any information is missing or inadequate, we will contact you to request an update. Upon verification of all items and your attendance at the mandatory Trade Ally orientation and training, your company name and contact information will be included on the PNM Business Energy Efficiency Programs Trade Ally listing web page. If PNM obtains adverse information about you, or if PNM cannot verify all items, PNM shall determine, in its sole discretion, at any time, that you will be disqualified and will not be eligible for participation as a Trade Ally in the PNM Business Energy Efficiency Programs Trade Ally Network.

PNM provides the list of energy-efficient equipment and service providers for informational purposes only. PNM makes no warranty of any kind whatsoever, including, without limitation, the warranty of merchantability or fitness for purpose. Under no circumstances will PNM be liable for indirect, special, consequential, punitive or exemplary damages. Under no circumstances or legal theory, whether as a result of a breach of contract, warranty or tort (including negligence, strict liability or otherwise), will PNM be liable to any Trade Allies for any indirect, special, consequential, punitive or exemplary damages. License, insurance and bonding shall remain the sole responsibility of the Trade Allies. The relationship between PNM and all Trade Allies shall be that of owner and independent contractor, and all Trade Allies hereby further agree that nothing shall operate to change or alter such relationship.

Trade Allies shall have no actual or apparent authority to bind, represent or work on behalf of PNM, and may not represent or imply such authority through word or use of any PNM logo, trademark or service mark (including logos, trademarks, or service marks of PNM parent or affiliates). Trade Allies shall comply with all applicable laws and codes. Failure of any authorized Trade Ally to comply with applicable laws, codes, PNM guidelines, or any failure to resolve customer concerns may (in PNM sole discretion) lead to such Trade Ally's removal from the Program network of authorized contractors.

Contractor Removal

IMPORTANT: The information completed in the "Company Contact Information" section of this Trade Ally Application will be the information included in the Trade Ally Reference Listing. When signing this Trade Ally Application, you are agreeing to comply with the official Policies and Procedures of the Program and can be removed from the Program for non-compliance.

If PNM or its third party program administrator cannot verify all items provided in this application, obtains adverse information about Trade Ally, or if Trade Ally is suspected of any fraudulent activity, contractor will be disqualified and will not be eligible for participation as a Trade Ally, as PNM or its third party program administrator shall determine, in its sole discretion, at any time. If Trade Ally is also participating in any of the closed service provider networks in PNM Business Energy Efficiency Programs, removal as a Trade Ally from the network automatically removes the contractor from those closed networks.

Signature

Agreement and Signature

By my signature below, I represent and warrant that

- (i) I am duly authorized to submit this Application on behalf of the Applicant;
- (ii) the information provided in this Application and any other related application documents delivered to PNM and DNV is true, accurate and complete;
- (iii) I agree to maintain a valid license applicable to my trade while I am a PNM Business Energy Efficiency Programs Trade Ally;
- (iv) I have read this Application in its entirety; (v) I agree that the required Release and Indemnity form has been completed, signed, and provided to PNM and DNV; and (vi) I understand and accept all terms and conditions contained in this Application.

I agree to offer and provide services in accordance with the PNM Business Energy Efficiency Programs and acknowledge that I have read the Policies and Procedures posted on PNMenergyefficiency.com for the Program(s) for which I am applying. I understand that PNM reserves the right to terminate the PNM Business Energy Efficiency Programs and Trade Ally participation at any time. I further understand and accept that the approval or rejection of this Application is in the discretion of DNV and PNM and that only upon receipt of any Program-specific Application Approval Notice from DNV will Applicant be recognized as a member of the PNM Business Energy Efficiency Programs Trade Ally Network.

While a member of the PNM Business Energy Efficiency Programs Trade Ally Network, I agree to provide and maintain accurate company contact information to DNV to keep on file for use with the Programs. I expressly agree to be contacted and to participate in the promotion of the Programs by PNM and/or DNV via email to the email address(es) on file with the Programs and to receive Program updates, newsletters, and event information by email.

Authorized Company Representative (Print Name)	Title	Date
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Handwritten Signature

Expression of Interest – Closed Network Service Providers

A Trade Ally in good standing in the Business Energy Efficiency Programs may also apply to participate in the additional energy efficiency programs listed below. Eligible PNM customers can participate these Programs only by selecting an authorized contractor from the closed provider network for each of these particular Programs.

NOTE: A separate application process is required to apply to become an authorized service provider in any one of the programs below. By checking any of the boxes below you agree to be contacted by the PNM Business Energy Efficiency Programs Team to learn more or request an application by sending an email to energyefficiency@pnm.com.

CLOSED NETWORK SERVICE PROVIDER PROGRAMS

Check below if interested in becoming an approved provider in one of the following closed Programs:

- Small Business - Quick Saver Program (for Electrical and Refrigeration service contractors)
- Multifamily - Quick Saver Program (for Electrical contractors)
- Advanced A/C Tune-Up (for Mechanical contractors)
- Retro-commissioning (Engineering firms)
- Distributor Discount (for Food Service and HVAC equipment distributors)

Questions? Please contact the PNM Business Energy Efficiency Programs team with any questions.

Phone: 505-938-9400

Toll-free: 877-607-0741

Email: energyefficiency@pnm.com

Trade Ally Release and Indemnity

WHEREAS, Public Service Company of New Mexico ("PNM") has entered into a Trade Ally Participation Agreement with the undersigned participating trade ally ("Trade Ally") as denoted on the reverse side of this document (the "Release and Indemnity");

WHEREAS, Trade Ally will negotiate and enter into contracts with PNM customers (each a "Customer") when the Customer selects the Trade Ally for purposes of a transaction between the Trade Ally and Customer, specifically including any purchase and/or installation of Equipment identified on as set forth on the PNM Program Incentive Application for an incentive payment or payments submitted by Customer to PNM as provided under the PNM Energy Efficiency Program (the "Program");

WHEREAS, Trade Ally shall cause Customer to acknowledge and understand that PNM has no responsibility or liability for the Customer's purchase and/or installation of Equipment, and that Customer must look solely to the Trade Ally selected for any claims or damages suffered by Customer for such purchase and/or installation of Equipment or for any failures, acts or omissions of the Trade Ally, and that the only role of PNM in the Program is to make incentive payments for qualifying installations of Equipment or other energy efficiency measures approved under the Program;

WHEREAS, it is the intent of PNM and Trade Ally that no agency, joint venture or partnership relationship between PNM and Trade Ally exists and that no such relationship will be created as a result of the sale, construction, installation and/or payment of any incentive or rebate on the Equipment or any associated materials;

NOW, THEREFORE, for valid consideration, the receipt of which is hereby acknowledged by PNM and Trade Ally:

1. The foregoing Recitals are, by this reference, expressly incorporated into this Release and Indemnity, and shall be deemed to be a substantive and integral part hereof, as if fully set forth herein.
2. Trade Ally hereby agrees to assume and hereby assumes all risk of loss associated with the Equipment, services or materials and agrees to defend, indemnify and hold harmless PNM, its parent, agents, officers, directors, employees, affiliates, shareholders and assigns (the "PNM Indemnitees"), and to release the PNM Indemnitees from any and all liabilities, claims, demands, actions, expenses, judgment and causes of action whatsoever related to, arising out of, or claimed to have arisen out of, any loss, damage or injury (including death or mental or emotional injury), injury to persons or property, that may be sustained by the Trade Ally, Customer, PNM or any third party in connection with the Trade Ally's installation, the Customer's use or possession of the abovementioned Equipment, or as a result of any acts or omissions or negligence of the Trade Ally, whether wholly or in part, and relating in any way to the Trade Ally Participation Agreement, the Program or any Energy Efficiency Program Incentive Application or any incentive or rebate claim.
3. PNM makes no representations or warranties of any kind as to the installation or operation of the Equipment by Trade Ally. Trade Ally and PNM further acknowledge and agree that PNM shall not be liable, in contract, tort, and strict liability or otherwise, whether or not resulting from any of the foregoing or otherwise on account of any defect, whether hidden, latent or otherwise discoverable or undiscoverable respecting the Equipment, services or any materials provided by Trade Ally to Customer.
4. LIMITATION OF LIABILITY. THE SUM TOTAL LIABILITY OF PNM TO TRADE ALLY OR TO CUSTOMER WITH RESPECT TO ANYTHING DONE IN CONNECTION WITH THE TRADE ALLY PARTICIPATION AGREEMENT OR ENERGY EFFICIENCY PROGRAM INCENTIVE APPLICATION OR CLAIM FORM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR UNDER ANY OTHER LEGAL THEORY SHALL NOT EXCEED THE AMOUNT OF THE INCENTIVE PAYMENT OR PAYMENTS SET FORTH IN THE ENERGY EFFICIENCY FOR BUSINESS INCENTIVE APPLICATION OR CLAIM FORM.
5. DISCLAIMER OF DAMAGES. EXCEPT AS STATED IN SECTION 4 OF THIS RELEASE AND INDEMNITY, PNM SHALL NOT IN ANY EVENT BE LIABLE TO TRADE ALLY OR TO CUSTOMER FOR ANY SPERMIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR

REVENUE, LOSS OF USE OF CUSTOMER'S SITE SYSTEMS OR PROPERTY, COST OF CAPITAL OR CLAIMS BY CUSTOMER OR TRADE ALLY OR DAMAGE TO CUSTOMER OR TRADE ALLY'S PROPERTY OR ANY THIRD PARTY'S PROPERTY.

6. INSURANCE. Trade Ally further acknowledges and agrees that PNM will not provide any insurance coverage for either the Customer or the Trade Ally, and that the Customer and Trade Ally shall be responsible and shall agree among themselves to procure adequate insurance coverage against any and all hazards relating to the Equipment, any service or material, to protect persons and property. Any failure of Trade Ally or Customer to comply with any or all of the insurance provisions of this Release and Indemnity or any failure to secure endorsements on policies as may be necessary to carry out the terms and provisions of this Release and Indemnity, shall not be construed to limit or relieve Trade Ally from any of its obligations under this Release and Indemnity, including this Insurance article.

By signing, Trade Ally agrees to the terms and conditions of this Release and Indemnity in order to be listed on the PNM website as participating in the PNM Business Energy Efficiency Programs Trade Ally network.

Company: _____

Signature: _____

Print Name: _____ Date: _____

Title: _____

Address: _____

City: _____ State: NM ZIP Code: _____



BUSINESS PROFILE

If your company is not registered with the Better Business Bureau (BBB) of New Mexico and Southwest Colorado, complete the form below and email it to: info@bbbsw.org.

BUSINESS IDENTIFICATION

Firm Name (corporate or legal name)		Phone	
If Any Other Business Names Are Used, Please Indicate (DBAs)		FAX	
Address	City	State NM	Zip
Mailing Address (if different)	City	State NM	Zip
Parent Company Name and Address (if applicable)			
Other Locations			

INTERNET INFORMATION

Uniform Resource Locator (<i>URL for World Wide Web site</i>)
Business Email Address

BUSINESS TYPE/CLASSIFICATION/PRODUCT OR SERVICE

Business Type>>>>	Sole proprietorship	Partnership	Corporation	Other	If Incorporated, Give Date & State NM
# of Employees	Annual U.S. Sales	Original Date Business Established	Date Established Locally		
Describe Products or Services					
Yellow Page Business Category					

LICENSING

If Licensing Is Required>>>>	Name of Licensing Authority	License Number	Date Issued	Date Expires
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NAMES, TITLE AND DATE JOINED FIRM OF OFFICERS/OWNERS

Name	Title	Date Joined Firm
Email	Phone	Fax
Name	Title	Date Joined Firm
Email	Phone	Fax