

Dear Prospective Trade Ally:

Thank you for your interest in the UniSource Energy Services (UES) Commercial Energy Solutions EasySave program. The EasySave program is available to commercial businesses within the UES service area that pay non-residential electric rates and to all K-12 schools. UES has contracted with DNV Energy Services USA, Inc. (DNV) to implement the UES EasySave program.

The attached Trade Ally Application & Agreement is between DNV, the third-party administrator of the EasySave program and you, the Trade Ally. The Agreement provides the terms and conditions to be authorized as a program-approved Trade Ally.

To become an approved Trade Ally under the EasySave program, the following steps must be taken:

1. Trade Ally must complete, sign and return the entire Trade Ally Application & Agreement to DNV along with the required documentation. Please read the entire document, as there are eligibility requirements that must be met to participate in the program.
2. DNV will review your application, verify the submitted documentation and check your references. If your application is acceptable, it will be pre-approved.
3. Pre-approved Trade Allies must attend an EasySave program training class. DNV will contact Trade Ally to schedule training.
4. After training is completed, DNV will provide you with a signed copy of the approved application for your records and future reference and you may proceed with enrolling customers in the program.

Do not begin marketing or installing energy efficiency measures under the EasySave program until you have been pre-approved and receive a signed Trade Ally Application & Agreement.

Please scan and email all documentation to ces@uesaz.com.

You should be notified of your status within ten (10) business days after the program team receives your Application and Agreement. Please direct any questions or concerns to DNV at ces@uesaz.com or 866-324-5506.

We look forward to working with you.

Sincerely,

EasySave Program Team

UES Commercial Energy Solutions

**Trade Ally Application & Agreement**

**EasySave Program**

**Commercial Energy Solutions**

|  |
| --- |
| Company Name:       |
| Executive Contact Name:       | Title:       |
| Executive Contact Phone:       | Email:       | Fax:       |
| Project Secondary Contact Name:       | Title:       |
| Project Secondary Contact Phone:       | Email:       | Fax:       |
| Address:        | City:       | State:       Zip:       |
| Phone:       | Email:       | Fax:       |
| Company Federal Tax ID:       |
| Tax Status: Corporation [ ]  Partnership [ ]  Limited Liability Corporation (LLC) [ ]   Individual/Sole Proprietor [ ]  Tax Exempt [ ]  Other [ ]        |
| Years in Business:       | FTE Employees in Tucson:       |

1. **PURPOSE OF AGREEMENT & PROGRAM OVERVIEW**

This Agreement is between DNV Energy Services USA, Inc. (“DNV”), the third-party program administrator of the EasySave program, and the Trade Ally listed above (“Trade Ally”) (together as “the Parties”). The Agreement provides the terms and conditions for Trade Ally to be authorized as an EasySave program-approved Trade Ally. Program Trade Allies will receive rebate payments for qualifying energy efficiency projects directly from DNV. Approved Trade Allies will market, sell, install and provide warranties for these projects for eligible customers. This Agreement will be considered effective when fully executed by the Parties.

1. **PROGRAM OVERVIEW**

DNV is administering the UES EasySave Program, which is offered to businesses and all K-12 schools on commercial electric rate plans. The EasySave Program, funded by the UES electric ratepayers and approved by the Arizona Corporation Commission, is designed to maximize the implementation of comprehensive, cost-effective, energy-efficient measures to eligible customers in the UES service territory.

Rebates for the installation of approved measures are paid directly to the approved Trade Ally.

The program works closely with Trade Allies to provide customers with on-site facility assessments and financial rebates for refrigeration measures, HVAC upgrades, lighting upgrades and lighting control upgrades. Available funds for this program are limited, and it is possible that all funds will be committed before the program end date.

1. **MEASURES**

Eligible measures are listed on the program website www.uescommercialenergysolutions.com and are subject to change. Rebates cap at 75% of incremental measure cost.

1. **PROGRAM ADMINISTRATOR RESPONSIBILITIES**

As the program administrator, DNV’s responsibilities in the EasySave program include but are not limited to:

1. Program design and administration
2. Program marketing
3. Development and maintenance of EasySave proposal generation software
4. Administrative and engineering reviews of all project proposals
5. Conducting pre-installation and post-installation inspections of energy efficiency measures
6. Payment of qualifying rebates to Trade Allies

1. **TRADE ALLY RESPONSIBILITIES**

Approved Trade Allies’ responsibilities include but are not limited to:

1. Active, accurate, honest, ethical and timely participation in the program
2. Customer marketing, sales and project development
3. Use of the EasySave proposal generation software for projects
4. Material procurement and installation
5. Hazardous waste removal and disposal, and removal and disposal of equipment and materials retrofitted or replaced as part of the project;
6. Providing required warranties
7. Attending required training
8. Resolving customer complaints or failed inspection items within 10 business days
9. Submitting required documentation (including but not limited to material invoices and specification sheets, upon request)
10. Billing and collecting payment from the customer for the balance of the project cost as indicated on the payment notification form

1. **LICENSE REQUIREMENTS**

Trade Allies must be licensed as a contractor in Arizona and for the specific services they will perform as required by state and local laws and ordinances.

1. **SERVICES PROVIDED**

Check all services your firm provides:

 [ ]  Install refrigeration measures [ ]  Install lighting controls

[ ]  Retrofit lighting fixtures/reflectors [ ]  Install HVAC measures

|  |  |
| --- | --- |
| [ ]  Other:  |       |

1. **LICENSES HELD**

Trade Allies must list all applicable licenses below and submit a photocopy of each license/card to DNV. Trade Allies agree to notify DNV of any change(s) to licenses that would affect the work performed under this program.

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| --- | --- | --- | --- |
| **License Type**  | **License Holder**  | **License #**  | **Expiration Date**  |
|        |        |        |        |
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1. **INSURANCE REQUIREMENTS**

**9.1** Trade Ally agrees to carry, or cause to be carried, at all times during the course of this Agreement, insurance applying to all work undertaken by Trade Ally and/or Trade Ally’s agents, employees and any person(s) for whom Trade Ally may be liable, including, but not limited to, the following:

**Worker’s Compensation and Employer’s Liability**

Coverage A Statutory for states of operations

Coverage B – Employer’s Liability $1,000,000 Bodily Injury

Bodily Injury by Disease $1,000,000

Bodily Injury by Disease $1,000,000 Aggregate

**Comprehensive General Liability Insurance**

$1,000,000 Combined single limit

Broad form comprehensive general liability endorsement (CG2010 or equivalent)

Products and completed operations

Broad form contractual liability coverage

Blanket waiver of subrogation to DNV Energy Services USA, Inc.

Trade Ally’s policy is primary

Trade Ally will name DNV Energy Services USA, Inc. and its affiliates, and UniSource Energy Services

 as additional insured

 **Automobile Liability Coverage**

$1,000,000 Combined single limit

Owned, non-owned and hired

Blanket waiver of subrogation

Trade Ally’s policy is primary

Trade Ally will name DNV Energy Services USA, Inc. and its affiliates as additional insured

**9.2** Except with regard to Worker’s Compensation and Employer’s Liability, DNV and their officers, directors, employees, and UniSource Energy Services and its directors, officers and employees shall be included as additional insured in Trade Ally’s insurance policies. Such insurance shall be the primary insurance. Any separate insurance maintained by DNV shall not contribute with insurance extended by Trade Ally’s insurer(s) under this requirement.

* 1. All Trade Allies are required to carry the above insurance regardless of their tax status and local municipal requirements.
	2. Trade Ally will provide certificates of insurance indicating that the required insurance is in full force and effect, and that DNV will receive at least thirty (30) days prior written notice to cancellation or modification of said insurance. The liability of Trade Ally to DNV is not limited to Trade Ally’s insurance coverage.
1. **WARRANTIES**

Trade Ally will honor the following warranties for work performed in the EasySave program:

1. Two (2) years labor
2. Manufacturer’s warranty on equipment installed as follows:

1 year - Refrigeration measures

1 year - Occupancy sensors and photocells

1 year - HVAC Controls

3 years - Fluorescent tube lamps

 3 years - Induction lighting

 3 years - LED lighting

 5 years - Electronic ballasts

5 years - Exit signs

10 years - Reflectors

**Do you, Trade Ally, agree to offer these warranties for services related to the EasySave program?**

**[ ] Yes** **[ ] No**

1. **HAZARDOUS WASTE**

Trade Ally shall assume full responsibility for the correct disposal of all ballast, fluorescent tubes and other hazardous waste material in compliance with the federal laws and regulations and those of the State of Arizona and the prevailing local jurisdiction. Trade Ally shall properly complete the Hazardous Waste Materials Manifest indicating that ballasts, fluorescent tubes and other hazardous wastes were removed from the customer site. Trade Ally shall provide DNV with full documentation of all hazardous waste material disposals on request.

**Do you, Trade Ally, agree to abide by the laws and regulations of the State of Arizona and the prevailing local jurisdiction as they relate to the disposal of Hazardous Waste materials related to the EasySave program?**

**[ ] Yes** **[ ] No**

I certify that the above information is correct and properly represents the company:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |       |  |       |

Authorized Executive Signature Title Date

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| --- |
|       |

Name (Please Print)

1. **Number of commercial energy efficiency projects your firm has installed over the last three years:**

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| --- | --- |
| 2019:  |       |
| 2020: |       |
| 2021:  |       |

1. **REFERENCES**

**Provide three letters of reference OR the business name, contact name, contact phone number and email address for three commercial energy efficiency project references.** If your company has not done any commercial energy efficiency projects, please provide three business references.

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| --- | --- | --- | --- | --- |
| **Reference #1**  |   | **Reference #2**  |   | **Reference #3**  |
| Contact Name       |  | Contact Name       |  | Contact Name       |
| Business Name       |   | Business Name       |   | Business Name       |
| Street        |   | Street       |   | Street      |
| City State  |   | City State  |   | City State  |
|       |    |  |        |    |  |       |    |
| ZIP      |   | ZIP      |   | ZIP      |
| Phone       |  | Phone       |  | Phone       |
| E-mail Address        |   | E-mail Address       |   | E-mail Address       |
|  |   |  |   |  |

1. **PROPRIETARY INFORMATION**

During the course of Trade Ally’s performance of services on any EasySave project, both Parties may gain knowledge of information or data of a proprietary or confidential nature belonging to the other party, the local utility or the customers served by the program. Both DNV and Trade Ally acknowledge and agree to neither divulge nor disclose any such information to any third party (or parties) expect, with respect to DNV, to UES as may be required to approve rebate payment, without the express written consent of the disclosing Party, nor to allow such information to be divulged or disclosed.

1. **PROGRAM RULES**

DNV will establish and enforce program rules including, but not limited to, minimum equipment standards, installation standards, disclosure requirements, and documentation requirements. A copy of these written rules (Program Policies and Procedures) is available for download from the program website, [www.uescommercialenergysolutions.com](http://www.uescommercialenergysolutions.com) or upon request. Strict adherence to all program rules is required to receive rebate payments. DNV and UES reserve the right to modify these rules as the may deem necessary at their discretion. The program rules in place at the time that Trade Ally signs a participation agreement and/or change order, whichever is more current, will apply. It is the Trade Ally’s responsibility to review applicable policies and procedures on a regular basis to maintain awareness of current program rules and standards.

1. **TRADE ALLY TRAINING**

Trade Ally agrees to have at least one (1) person from Trade Ally’s firm participate in a training program of approximately four (4) hours. This person must be the individual that will be developing, approving, and signing the project proposals. Trade Ally must then abide by the specified administrative requirements while performing work on a project.

1. **TERMINATION OF AGREEMENT**

DNV may terminate this Agreement at any time with immediate effect, upon written notification to Trade Ally. Trade Ally will be allowed to complete projects they have previously started provided they already have a signed participation agreement and/or a change order, and their full compliance with all program requirements. Trade Ally will be paid the approved rebate for work they have completed as long as the cause for the termination of the Agreement does not conflict with compliant project completion.

1. **PROFESSIONAL STANDARDS**

Trade Ally shall perform its services with care, skill and diligence in accordance with applicable professional standards currently recognized by such profession. Trade Ally shall be responsible for the professional quality, technical accuracy, completeness and coordination of all reports, designs, plans, information, specifications and other items and services furnished under this Agreement.

1. **COMPLIANCE WITH LAWS**

Trade Ally shall ensure that all work is performed in compliance with reasonable safety and work practices, as well as applicable federal, state, and local laws, rules and regulations, including but not limited to Occupational Safety and Health Standards promulgated by the U.S. Secretary of Labor and the Arizona Division of Occupational Safety and Health.

Trade Ally shall comply with all applicable federal, state and local laws, ordinances, codes and regulations that apply to its actions at a facility or to the project in performing its services. Applicable building permits for work performed is the Trade Ally’s responsibility.

1. **NO ASSIGNMENT OR SUBCONTRACTING**

The Approved Trade Ally shall not assign, transfer, delegate or subcontract to another party any portion of this agreement or the assigned EasySave portal logon credentials, or any installation work to be performed. Subcontracting includes hiring “contract employees,” independent contractors, day or seasonal laborers or utilizing any other labor relationships in which W-2 wages are not received from the Trade Ally. Only the Trade Ally, and its employees who receive W-2 wages from the Trade Ally, may represent themselves as participating in the UES EasySave program.

1. **INDEMNIFICATION**

Trade Ally shall defend, indemnify and hold DNV (program administrator), UES and the State of Arizona harmless from and against all third party (or parties) claims, damages, losses and expenses that result from the work performed by Trade Ally, including its employees, subcontractors and/or agents.

1. **PROGRAM PROCESS**

The program process is explained below. Trade Ally must complete the steps as noted. Trade Ally will be expected to complete all steps within 45 business days of the change order received date, upon passing pre-inspection, or executed participation agreement if a pre-inspection is waived, whichever occurs first.

Trade Ally should solicit eligible businesses on its own. Being an approved Trade Ally in no way guarantees any amount of work under the program. Projects that are solicited and developed by Trade Ally may be reassigned to another approved trade ally if Trade Ally does not comply with the program rules and the terms of this Agreement or chooses to not install the project at a specific site.

***STEP 1 – Program Overview and Facility Survey***

1. Trade Ally visits customer and performs a facility assessment.
2. Trade Ally proposes an implementation package that meets the needs of the program and the customer.
3. Trade Ally thoroughly explains to the customer the changes needed to make the customer’s premises more energy efficient and all phases of work that will be completed.

 ***STEP 2 – Project Proposal and Participation Agreement***

* + 1. Trade Ally enters applicable measures into the proposal generation software.
		2. DNV reviews and approves non-standard measures, as appropriate. Approval is automatic if measures and costs are standard.
		3. Once measures are approved, Trade Ally prepares the participation agreement.
		4. Customer reviews the Project Proposal and signs it if he/she wishes to proceed.
		5. Trade Ally sends the Project Proposal to DNV.

 ***STEP 3 – Eligibility Confirmation***

1. DNV confirms customer eligibility through customer-provided bills or eligible customer list from UES.
2. DNV executes the Participation Agreement and notifies Trade Ally and Customer via email.

***STEP 4 – Pre-Installation Inspection***

1. DNV may conduct a pre-installation inspection to ensure that all proposed measures are feasible and appropriate. DNV verifies existing equipment at this time.
2. Customer provides access to the facility.
3. Trade Ally signs and submits a change order or revised participation agreement upon failed pre-inspection if required.

 ***STEP 5 – Measure Installation and Project Completion Form***

1. Trade Ally works with customer to schedule installation.
2. Trade Ally performs the installation within 45 business days of passed pre-inspection or change order submission, whichever is most recent.
3. Upon completion of the installation, Trade Ally obtains the customer’s signature on the project completion form, completes the form within fifteen (15) business days of installation completion and submits it to DNV.

 ***STEP 6 – Post-Installation Inspection***

1. Customer provides access to the facility.
2. DNV may conduct a post-installation inspection to verify that all measures were correctly installed and meet program specifications.
3. Trade Ally resolves any deficiencies.
* The Trade Ally will have ten (10) business days to resolve any deficiencies. After ten (10) business days, part of the proposal or the entire proposal may be rejected or cancelled.

 ***STEP 7 – Final Approval Process and Final Payment Notification***

1. DNV notifies the customer and Trade Ally by email that the project is ready for rebate payment via the final payment notification form.
2. If post-installation inspection passes, the project proceeds to payment without a 10-business day notification period.
3. If the post-installation inspection fails or no post-inspection is performed, Trade Ally and the customer have ten (10) business days after the date on the payment notification form to contest the project details and make corrections.
4. Once the Project is approved or the ten (10) business day waiting period has passed, DNV requests that a check be issued to Trade Ally for the rebate. Trade Ally will receive this check within six (6) weeks from the end of the payment notification period.
5. Trade Ally invoices the customer for the balance of the project cost, as provided on the payment notification form (see paragraph 28 below).

1. **AUTHORIZED WORK**

**Trade Ally is only authorized to perform the work as described on the project change order and/or participation agreement, whichever is most current.** It is Trade Ally’s responsibility to ensure that the change order is consistent with the project proposal signed by the participating business and to confirm any changes that may have resulted from the pre-inspection. The change order obligates DNV to pay the rebate to the EasySave program contractor, provided that the work has been completed in accordance with the change order and the terms of this Agreement. The project proposal obligates the participating business to pay Trade Ally for the residual amount of the project costs not covered by the rebate, as noted on the payment notification form (see paragraph 25 below).

1. **DISCREPANCIES**

Payment of rebates is strictly subject to completion and verification of work in accordance with the program rules and the change order. DNV will conduct a post inspection of completed projects. If DNV in its discretion finds sufficient discrepancies between the work performed and the change order, Trade Ally will have ten (10) business days from the time of notification to correct the discrepancy in a manner acceptable to DNV. DNV reserves the right to disapprove and reduce the rebate payment if the program rules are not followed or if work completed by Trade Ally is materially different than what was contained on the change order.

1. **CO-PAY OBLIGATIONS**

Trade Ally shall disclose any customer co-payment obligations in writing to participating customers. Trade Ally is solely responsible for collecting payments that are not covered by the rebate payment from DNV from the participating customer. DNV and UES have no obligation to compensate Trade Ally for nonpayment by the participating customer. Trade Ally has the right not to perform the installation if it has concerns about the creditworthiness of the participating customer. Trade Ally and the participating customer may also establish their own mutually agreeable payment terms if the standard payment terms of the program (full payment upon completion of work) are not satisfactory. In no case, can the Trade Ally charge the customer a co-payment that is higher than the co-payment amount specified in the payment notification form for services specified on that form.

1. **PROJECT FORMS AND PROGRAM TRACKING**

DNV has developed the EasySave program proposal generation software, a web-based tool for Trade Ally to develop proposals, print project forms and track projects. Trade Ally are required to use the EasySave program proposal generation software to expedite and streamline their projects. Trade Allies who are unwilling or unable to use the EasySave program proposal generation software, it may not participate in the program.

1. **STANDARDIZED PRICING**

Standardized pricing of program measures will be used and will expedite the approval process. Standardized pricing does not have to be used to participate in the program; however, each project that does not use standardized pricing will be reviewed by DNV prior to the issuance of a participation agreement. The EasySave program proposal generation software will automatically incorporate the applicable standardized prices for each participation agreement.

1. **TRADE ALLY PAYMENT; TAXES**

When the installation has been verified as completed according to the steps outlined in this Agreement, Trade Ally will be paid the rebate directly by the EasySave program. The customer is responsible for paying Trade Ally their portion of the project cost as stated in the participation agreement. Rebates are taxable and, if greater than $600, will be reported to the IRS on Form 1099 unless Trade Ally has provided documentation indicating “Corporation” or “Exempt” tax status on the Trade Ally Information portion of this Agreement. Trade Ally must provide DNV with its tax identification number (usually FEIN) on the Trade Ally information portion of this Agreement (Social Security numbers will not be accepted in lieu of a federal tax identification number. The Arizona Corporation Commission, UES, UNS Energy Corporation and DNV Energy Services, Inc. are not responsible for any taxes that may be imposed on Trade Ally’s business as a result of receipt of rebates.

1. **TRADE ALLY CONDUCT AND REMOVAL**

DNV has found the use of program-approved contractors to be a powerful method of leveraging resources to obtain cost-effective energy-efficient improvements for UES’s customers. Poorly-performing or non-performing contractors may create obstacles or risk for the program and/or program customers. Therefore, it is the responsibility of DNV to maintain oversight and address issues quickly.

A contractor could be subject to removal or suspension from the program based on a severe concern or an accumulation of frequent, less severe concerns. An inactive Trade Ally may not be able to provide the level of customer service desired; therefore, contractor may be suspended or removed from the EasySave program for a lack of participation. Trade Allies are considered inactive if there are two (2) or fewer completed, paid proposals in a 6-month period.

1. **CONTACT INFORMATION**

Program or specific project inquiries should be directed to DNV as follows:

Email: ces@uesaz.com

Phone: 1-866-324-5506

1. **INDEPENDENT RELATIONSHIP**

Nothing contained in this Agreement shall be construed as creating the relationship of employer and employee, agent, or joint venture between EasySave program-approved Trade Ally and DNV or UES.

**32. EQUITABLE RELIEF**

The Parties hereto agree that irreparable damage would occur in the event that any of the provisions of this

Agreement were not performed in accordance with the specified terms or were otherwise breached. Accordingly, it is agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

**33. ENTIRE AGREEMENT**

This Agreement and all project proposals issued hereunder contain the entire Agreement between the parties with respect to the matters covered herein. This Agreement cannot be modified except in writing signed by both Parties.

**34. SEVERABILITY**

If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or otherwise unenforceable, that finding shall not invalidate the whole of this Agreement, but only such term or provision shall be deemed modified to the extent necessary in the court' s opinion to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreement of the Parties herein set forth.

**35. WAIVER**

The failure of any Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. To be in force and enforceable, any waiver must be in writing and must be signed by both Parties.

1. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, exclusive of its conflict of law rules, except for questions regarding the status of Trade Ally's relationship as an independent contractor, which shall be governed by the law of the state where Trade Ally resides.

1. **APPLICATION INSTRUCTIONS**

Applicant shall complete all pages of this Application and Agreement and submit it along with certificates of insurance, signed W9 and copies of contractor licenses to ces@uesaz.com.

The submittal of this application does not in any way constitute approved status.

1. **AGREEMENT**

I agree to abide by the terms and conditions of the UES Commercial Energy Solutions EasySave program as outlined in this Agreement and agree to the program’s policies and procedures including any updates or changes made during or after the execution of this Agreement

 **Attest:**

|  |  |  |
| --- | --- | --- |
| **Trade Ally** |  | **DNV Energy Services USA, Inc.** |
| **Signature** |  | **Signature** |
| **Name (print)** |  | **Name (print)** |
| **Title** |  | **Title** |
| **Date** |  | **Date** |