

The **Preferred Partners Network (PPN)** is an exclusive network of approved commercial and industrial trade allies. PPN members are experts in their field, provide sound advice on energy solutions, install efficient energy equipment and guide participants through the process of applying for incentives throughout the Tennessee Valley Authority (TVA) service area under TVA's EnergyRight® for Business & Industry Programs ("the Program").

PPN members receive outstanding benefits as well as program expertise to assist customers with the incentive application process. Additional benefits include program and technology training, co-branding opportunities, program updates, award recognition, potential to broaden your customer base and other networking opportunities for your business.

**To participate, your business must agree to the requirements set forth in this document and provide:**

- ✓ A copy of your business/contractor license(s)
- ✓ Customer references from the past two years
- ✓ Proof of insurance (reference Request for Insurance Form 810PPN)
- ✓ Signed Co-branding Guidelines (reference Co-branding Guidelines Form 820PPN)
- ✓ Valid W9

Once all program requirements are met, the PPN members will receive unique log in credentials for the PPN dashboard and will be listed on the [PPN](#) website. If you have questions about any of the requirements, contact the **Outreach Coordinator** at (866) 233-0450 ext. 3 or [PPN@tva.gov](mailto:PPN@tva.gov). We are here to help you become a PPN Member.

*Additional requirements to maintain membership are explained in the Participation Requirements and Responsibilities section.*

**Applicant Information**

Company Name <i>(as shown on your last tax return)</i>			
Primary Contact Name		Title	Email
Mailing Address (Non-PO Address) *		City	State   Zip
Office	Extension		Cell
Website	Years in Business		Number of Full-time Employees

\*If your company has more than one location, please complete a separate application for each branch.

**Business Type** *(Please select your primary business activity)*

- |                                      |   |  |   |
|--------------------------------------|---|--|---|
| <input type="checkbox"/> Architect   | <input type="checkbox"/> Electrical Contractor  | <input type="checkbox"/> General Contractor  | <input type="checkbox"/> Manufacturer's Rep     |
| <input type="checkbox"/> Consultant  | <input type="checkbox"/> ESCO                   | <input type="checkbox"/> Industrial Services | <input type="checkbox"/> Mechanical Contractor  |
| <input type="checkbox"/> Distributor | <input type="checkbox"/> Engineering Consultant | <input type="checkbox"/> Manufacturer        | <input type="checkbox"/> Refrigeration Services |

**Services Offered** *(Please put # of projects completed for each service your company offers)*

<input type="checkbox"/> Architecture	<input type="checkbox"/> Full Service Engineering	<input type="checkbox"/> New Construction
<input type="checkbox"/> Compressed Air Systems	<input type="checkbox"/> General Contracting	<input type="checkbox"/> Pump Systems
<input type="checkbox"/> Electric Forklifts	<input type="checkbox"/> High Volume Low Speed Fans	<input type="checkbox"/> Revitalization
<input type="checkbox"/> Electrical Maintenance	<input type="checkbox"/> HVAC	<input type="checkbox"/> Thermal Storage
<input type="checkbox"/> Food Service Equipment	<input type="checkbox"/> Industrial Equipment	<input type="checkbox"/> Other - please list service(s) offered
<input type="checkbox"/> Mechanical Maintenance	<input type="checkbox"/> Lighting	<input style="width: 100%; height: 20px;" type="text"/>

**Districts Served** (Check all that apply)

Alabama  
  Kentucky  
  Middle TN  
  Mississippi  
  Northeast TN  
  Southeast TN  
  West TN

**Licenses**

A copy of your business license is **REQUIRED** for membership approval. Please **ATTACH A COPY** of your business license for the **primary location of your business** to your application submission.

License Type (Business or Contractor)	City	State	License #	Expiration Date
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**Customer References**

Please list three of your commercial or industrial customers served in the past two years.

1	Company	Describe Project
	Contact	
	Email	
2	Company	Describe Project
	Contact	
	Email	
3	Company	Describe Project
	Contact	
	Email	

**Additional Contact Information**

*Complete if you would like additional contacts from your company to receive their own credentials and be included in PPN communications.*

Contact Name		Title	Email
Office	Cell	Fax	

Contact Name		Title	Email
Office	Cell	Fax	

Contact Name		Title	Email
Office	Cell	Fax	

Contact Name		Title	Email
Office	Cell	Fax	

Contact Name		Title	Email
Office	Cell	Fax	

The Participation Requirements and Responsibilities below apply to all TVA PPN Members upon acceptance into the EnergyRight® for Business & Industry Programs.

## **1. Participation Requirements and Responsibilities**

### **1.1 Membership**

PPN membership offers outstanding benefits as well as program expertise to assist customers with the incentive application process. Examples of benefits include, but are not limited to, program training, program updates via email and newsletters, sales tools, improved visibility, and marketing collateral. TVA maintains the right to modify benefits periodically upon thirty (30) days' written notice to all current PPN Members. Once all program requirements are met, PPN Contacts will receive credentials and an approval email. If approved by TVA, PPN membership shall become effective as of the date of TVA's approval of the application (hereinafter called "PPN Membership Approval Date") and will continue in effect for twelve (12) months from said PPN Membership Approval Date. PPN membership may be terminated earlier by either party pursuant to section 7 below. PPN membership will be reviewed at least annually by TVA (hereinafter called "Annual Recertification") for compliance with PPN membership requirements ("PPN Requirements"), which are set forth in this document. Membership may be extended on a year-to-year basis by TVA, provided PPN Requirements are met.

### **1.2 Membership Requirement**

To be accepted for PPN membership, each applicant must, at a minimum, submit a completed application Form 800PPN, proof of insurance, three customer references, a copy of its current business license, and a signed W9 form. TVA, in its sole judgment and discretion, will make the determination(s) as to whether the requirements relating to any aspects of PPN membership have been met or whether good cause exists to deny PPN membership. It is further expressly recognized and agreed that nothing in this document shall be interpreted to create a legal entitlement to membership in the PPN.

#### **1.2.1. Completed Application**

To qualify as a PPN Member, an Applicant must submit a completed application to the TVA program office via email or mail. Once approved, the PPN Member is responsible for notifying program staff of any changes or additions to the initial application when the changes occur. These changes can occur at any time during the PPN's Membership year. The PPN Member is responsible for re-certifying their membership annually by completing the Annual PPN Membership recertification process, by submitting current business license, certificate of insurance and agreeing to Terms and Conditions, within thirty (30) days prior to the PPN Membership Approval Date, with notice to TVA as provided for in section 8 below.

#### **1.2.2 References**

To qualify as a PPN Member, an Applicant must provide to TVA at least three (3) customer references whom the PPN Applicant has served within the last two (2) years.

#### **1.2.3 Licensing Requirements**

To qualify as a PPN Member, an Applicant must provide a copy of its current State, County, or City Business License

and/or Contractor's License. Once approved, the PPN Member is responsible for providing current license information, pursuant to section 1.2.1 above, on an annual basis and when changes occur, with notice to TVA as provided for in section 8 below.

#### **1.2.4 Proof of Insurance**

To qualify as a PPN Member, an Applicant must provide proof of current insurance coverage including general liability, worker's compensation, and auto insurance as outlined in the Request for Insurance Form 820PPN. Proof of insurance shall be provided to TVA upon initial application. Once approved, the PPN Member is responsible for providing current insurance information, pursuant to section 1.2.1 above, during Annual Recertification or when changes occur, with notice to TVA as provided for in section 8 below. If an Applicant does not perform any installation work at the end-user's facility, they should provide general liability insurance and may be exempt from providing worker's compensation and auto insurance.

#### **1.2.5. Training**

TVA will provide training resources to PPN Members upon joining and/or recertification. These training resources are designed to support PPN Members in aligning with the EnergyRight program specifications and will be communicated on an annual basis. While participation in these training opportunities is highly recommended to ensure Members are well-informed and equipped, it is not mandatory. TVA encourages Members to take advantage of these resources to maximize their effectiveness within the program. TVA reserves the right to update or modify training resources and requirements, at any time, based on program needs and specifications

#### **1.2.6. Program Participation**

PPN Members must complete at least one of the following requirements during their membership year:

- have two (2) active or completed projects;
- have at least two (2) project installations;
- have completed \$5,000 worth of incentives; OR
- submit two (2) Energy Efficiency PPECs

TVA, at its sole discretion, may allow exceptions to these requirements. Upon Annual Recertification if minimum participation requirements are not met, TVA has the right to terminate PPN membership.

## **2. PPN Membership**

Within approximately thirty (30) days of receiving a completed application, TVA will endeavor to decide on whether the application for PPN membership is approved or rejected. The Applicant will be notified via email to the address provided in the membership application of its acceptance or rejection as a PPN Member promptly after a decision is made. TVA will review and decide and notify the Applicant in accordance with this section. Once approved, the PPN membership will begin on the effective date of approval, as stated in the notification

from TVA, and will continue for one year thereafter, unless determined otherwise by TVA. PPN membership continues for an additional year after TVA has granted recertification. After TVA has granted membership to the PPN Member, the PPN Member is eligible to access PPN-exclusive benefits currently offered by the Program.

### **3. Membership Responsibilities**

PPN Members shall:

1. Meet all membership requirements as described in the Participation Requirements and Responsibilities and comply with all other PPN Requirements.
2. Support TVA's ongoing commitment to providing exceptional service to Local Power Companies ("LPCs") and commercial and industrial end-use customers.
3. Confirm that the LPC is participating in certain commercial and industrial energy efficiency and demand response programs sponsored by TVA.
4. Maintain compliance with all program rules and requirements as outlined in the incentive application and website.
5. Provide TVA and the LPC with any requested information regarding any project or application.
6. Adherent to all state, county and/or city required licenses, certifications, and insurance levels.
7. Ensure the customer understands all of the Program rules and is aware that the customer is equally responsible to adhere to Program rules.

### **4. PPN Website**

Members will be listed on the 'Find a Contractor' FAC page and will have access to 'Contact Me'. Under the 'Contact Me' function, end-use customers will have the ability to reach out directly to PPN Companies to request their services. PPN Members will also qualify for proposals from end-use customers referred to as the Request Expert Solutions 'RES'. Each PPN Member will be responsible for reaching out to customers directly within the requested time identified by the customer. Only five (5) open bids are allowed at one time by the PPN Member. Failure to follow these rules may result in PPN membership termination.

### **5. Code of Conduct**

Upon acceptance into the PPN, each PPN Member will:

1. Maintain all licenses, permits, authorizations, consents, or approvals of all appropriate governmental authorities and all public or private boards and bodies necessary to perform energy solutions projects in each area in which the PPN Member does business.
2. Represent truthfully and clearly the PPN Members' qualifications and capabilities to perform services.
3. Not make misleading or exaggerated claims as to the level of cost savings that can be expected from the services provided by the PPN Member.
4. Agree to represent its business in an ethical, professional manner and as an independent contractor, and
5. Not represent its business as an agent or representative of TVA or LPC

6. Include in any contract between the PPN Member and its customers or any third party clearly and conspicuously expressing that no agency relationship exists between TVA or LPCs and the PPN Member.
7. State in any posted, co-branded material that the material posted is the employees' opinion only and not TVA's position or point of view.
8. Not participating in aggressive or pushy sales techniques.
9. Comply with TVA's EnergyRight® program rules as defined in the Program application.

PPN Members agree that public recognition of TVA's name and status is a valuable resource and must be protected and acknowledge that social media and other communications tools have a significant impact on corporate and professional reputations. The PPN Member agrees (a) to act as an independent contractor to provide services to their customers, and (b) that no employee of the PPN Member will be considered, for any purpose, to be an employee, agent, or representative of TVA or LPCs.

### **6. Co-branding Opportunities**

A TVA co-branded PPN logo is available to all PPN Members. To be eligible to use the PPN logo, a PPN Member must adhere to the co-branding guidelines set forth in the Co-branding Guidelines Form 820PPN and must be signed by the PPN Member as outlined in Section 1.2 above. All co-branded materials must be submitted to the Program for approval prior to printing or distribution.

### **7. Withdrawal and revocation of PPN Membership**

A PPN Member may terminate its PPN membership upon fifteen (15) days' written notice to TVA prior to the effective date of such termination. Before the termination date, the PPN Member must provide TVA with a list of all work in progress under any project related to a TVA program where there is a signed agreement between the PPN Member and a commercial or industrial end-use customer. TVA reserves the right, in its sole discretion, to terminate a PPN membership in the PPN at any time, effective immediately, for any reason, including without limitation, the following:

- PPN Member fails to comply with TVA's EnergyRight® program rules as defined in the program application;
- PPN Member misrepresents TVA's EnergyRight® programs to customers and/or other parties;
- PPN Member knowingly provides false or incorrect information to TVA, customers, and/or LPCs;
- TVA's PPN program is terminated for any reason;
- PPN Member fails to comply with the PPN Participation Requirements and Responsibilities; or
- Any other good cause, at TVA's sole discretion.

Notwithstanding Section 8 below, TVA will notify any PPN Member of its PPN membership termination by certified mail to the address listed on the application or the most recent annual recertification documents. The termination notice will provide the reason(s) for termination and the effective date of such termination. Upon termination, the PPN Member shall relinquish all rights and benefits of being a PPN Member. If a former PPN Member would like its PPN membership to be reinstated after termination, the company may submit a new PPN Member application sixty (60) days after their termination

date along with supporting documentation that TVA, in its discretion, may require. TVA will decide and notify the company in accordance with Section 2 above.

**8. Notifications**

Except for notifications of PPN application acceptance or rejection and PPN membership termination, all notices under this agreement shall be in writing and shall be served by electronic mail delivery or by certified mail at the address of the receiving party set forth in this agreement (or at such different address as may be designated by such party by written notice to the other party), pursuant to the provisions below, unless otherwise specified herein. All notices regarding membership status and renewal shall be sent via electronic mail to the email address listed on the application, if notice is provided by TVA, and to the email address provided below in this section, if notice is provided by the PPN Member. Notice to TVA from Applicants or PPN Members should be delivered via certified mail to the following address: EnergyRight® PPN 424 Church Street, Suite 1310 Nashville, TN 37219 Or via email to: PPN@tva.gov

**9. Indemnification**

The PPN Member shall release, indemnify, defend, and hold TVA and LPCs, and any contractors, agents, or employees of TVA and LPCs, harmless from any claims, demands, liability, suits, actions, losses, costs (including reasonable attorney's fees), and claims of every kind and description for injuries or damages to any person or property, or in any way related to the PPN except with respect to the sole negligence of TVA or an LPC. The PPN Member shall also indemnify TVA and LPCs from any third-party claims for damage to property or injury to persons (including death) to the extent that such damage or injury is in any way associated with the PPN Member's participation in the PPN, except with respect to the sole negligence of TVA or an LPC.

**10. Limitation of Liability**

Each PPN Member agrees that TVA and LPCs shall not be liable to any PPN Member, whether in contract, in tort (including negligence and strict liability), under any warranty, or otherwise, for any special, indirect, incidental, or consequential loss or damage in any way connected with the PPN. It is expressly recognized and agreed that the PPN Member shall prominently include such limitation of liability in any arrangements that it may make with TVA, LPCs, or end-use customers in connection with its PPN membership.

**11. No Warranty**

After TVA has granted membership to the PPN Member, the PPN Member is eligible to perform work for end-use customers on TVA-promoted projects. Neither TVA nor LPCs warrant the quality, appropriateness, or completeness of the work performed by any PPN Member regardless of its adherence to established PPN requirements or its acceptance into membership in the PPN, and there are no warranties that extend beyond the description on the face hereof. It is expressly recognized and agreed that the PPN Member shall prominently include such a warranty disclaimer in any arrangements that it may make in connection with its PPN membership.

**12. No Legal "Partnership"**

In the promotion and solicitation of support for the PPN, each PPN Member and TVA shall include appropriate disclaimers, approved by their counsel, to the effect that the use of the term "partner" describes a general working relationship, and is not to be construed to represent that any PPN Members, TVA, or LPC parties to a legal partnership or other jointly controlled and operated business entity arrangement between PPN Members on one hand, and TVA or LPC on the other, or between TVA and LPC.

**Agreement and Signature**

By my signature below, I agree in good faith to meet the Participation Requirements and Responsibilities and any other Program requirements and hereby accept all the requirements and guidelines set forth in the TVA EnergyRight® Preferred Partners Network Application and the Preferred Partner Network Terms and Conditions.

*Authorized Representative ( <i>please print</i> )	Title	Date
Signature		