

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 license(s)
- ✓ Your Dun & Bradstreet Number and W9
- ✓ 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)

Once all program requirements are met and all individual PPN Member Contacts (additional company employees designated by the PPN primary contact) have completed required program trainings, the PPN will receive an Approved Member Certificate and will be listed on the [PPN website](#)\*. If you have questions about any of the requirements, contact the **Trade Ally 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. \* Listing on PPN Website depends on PPN Membership Level.*

**Applicant Information**

Company Name <i>(as shown on your last tax return)</i>			
Primary Contact Name		Title	Email
Mailing Address*		City	State   Zip
Office	Cell		Fax
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	

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

Alabama  
  Kentucky  
  Middle TN  
  Mississippi  
  Northeast TN  
  Southeast TN  
  West TN

**Desired PPN Membership Level** (See Membership Level requirements below)

Silver  
  Gold  
  Platinum

**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
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**Financial Review**

PPN membership is dependent upon a creditworthiness review of each potential member and determination by TVA, in its sole discretion, that the potential member is creditworthy. In completing the initial credit evaluation, TVA will consider many factors to determine creditworthiness including, but not limited to, financial statements, credit reports, and Dun & Bradstreet reports. All potential PPN Members shall provide TVA with their Dun & Bradstreet and W9.

Dun & Bradstreet number \_\_\_\_\_

*TVA may ask for other financial documents as deemed necessary to make a final creditworthiness determination.*

**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 included in PPN communications. \*Any additional contacts must satisfy the Program training requirements for the desired Company PPN Membership Level. Please see training requirements below.*

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 trainings, 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 and all individual PPN Member Contacts have completed required program trainings, the PPN will receive an Approved Member Certificate. If approved by TVA, PPN membership shall become effective as of the date of TVA's approval of the application (hereinafter called "Membership Anniversary Date") and will continue in effect for twelve (12) months from said Membership Anniversary 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 current business license, and a signed W9 form. Each of the three Membership Levels has additional requirements as discussed in detail below. 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. There are three separate Membership Levels: Silver, Gold and Platinum. The benefits associated with each Membership Level can be found on the EnergyRight website.

#### **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, fax or mail. Once approved, the PPN Member is responsible for updating any changes or additions to the initial application when the changes occur. The PPN Member is responsible for re-certifying their membership annually by completing the Annual Membership Certification Form 851PPN, within thirty (30) days prior to the Membership Anniversary 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**

Silver Membership: On-Demand Program Video and Test must be completed within thirty (30) days of new member approval.

Gold Membership: In addition to the Silver Membership requirements detailed above, Gold Members are required to complete an additional nominal fee-based training within one (1) year of new member approval.

Platinum Membership: In addition to the Silver and Gold Membership requirements detailed above, Platinum Members are required to complete two (2) additional nominal fee-based trainings.

TVA, at its sole discretion, may determine if good cause exists to postpone or change Program training requirements. Upon Annual Recertification or otherwise, TVA has the right to terminate membership if training requirements are not met.

All Membership Level Recertification: PPN members are required to complete the recertification on-demand training class. Failure to complete any Program training requirements by all Member Contacts will result in termination of the PPN Company's membership.

#### **1.2.5. Program Participation**

Silver Members are allowed to remain on the Silver Level for one (1) year. During the second year of PPN participation Silver Members are required to convert to a Gold Level Membership and complete the necessary requirements.

Each year, Gold or Platinum Members must:

- 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.

A Platinum Member must:

- have 5 active or completed projects;
- have completed \$50,000 worth of incentives; or
- submit ten (10) Energy Efficiency PPECs.

TVA, at its sole discretion, may determine if good cause exists to allow exceptions to these requirements.

Upon Annual Recertification if minimum participation requirements are not met, TVA has the right to terminate membership or downgrade membership level.

### 1.2.7 Financial Review

PPN membership is dependent upon TVA or its designee performing a creditworthiness review of each potential member and a determination by TBA or its designee, in its sole discretion that the potential member is creditworthy. In completing the initial credit evaluation, TVA or its designee will consider many factors to determine creditworthiness including but not limited to, financial statements, credit reports, Dun & Bradstreet reports or other documents as required by TVA. Potential PPN Members shall provide TVA or its designee with the information required herein and any other financial documents as may be requested by TVA or its designee.

### 2. PPN Membership

Within thirty (30) days of receiving a completed application, TVA will endeavor to make a determination 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. If an application is rejected, the Applicant may submit a new application sixty (60) days after the rejection date along with supporting documentation. TVA will review and make a determination 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. All members must apply for membership recertification at least thirty (30) days prior to their Membership Anniversary Date. Prior to recertification, each PPN Company member contact must complete a Program recertification training. 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 for the particular Membership Level selected by the PPN Member.

### 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 provide 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. Adhere 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

Silver Members will be listed on the 'Find A Contractor' page but will not have access to "Contact Me". Gold and Platinum Members will be listed on the 'Find a Contractor' page and will have access to 'Contact Me'. Under the 'Contact Me' function, end use customers will have the ability to request proposals from PPN Members, referred to as the Lead Generator. The Lead Generator will be limited to Gold and Platinum members. 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 Company. Failure to follow these rules may result in PPN termination or a reduced Membership Level.

### 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 at no time will it represent its business as an agent or representative of TVA or LPCs. The PPN Member will act as an independent contractor to provide services to its customers, and no employee of the PPN Member will be considered, for any purpose, to be an employee, agent, or representative of TVA or LPCs. Any contracts between the PPN Member and its customers or any third parties shall clearly and conspicuously express that no agency relationship exists between TVA or LPCs and the PPN Member.
5. Agree that public recognition of TVA's name and status is a valuable resource and must be protected. Social media and other communications tools have a significant impact on corporate and professional reputations. Furthermore, it shall be stated in any posted, co-branded material that the material posted is the employees opinion only and not TVA's position or point of view.
6. Not participate in aggressive or pushy sales techniques.
7. Comply with TVA's EnergyRight® program rules as defined in the Program application.

### 6. Co-branding Opportunities

A TVA co-branded PPN logo is available to qualifying Gold and Platinum Level PPN Members. To be eligible to use the PPN logo, a PPN must adhere to the co-branding guidelines set forth in the Co-branding Guidelines Form 820PPN and must be signed by the PPN 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
- Other good cause.

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 make a determination 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. If three (3) attempts to communicate via electronic mail are unsuccessful, the notice shall be sent via certified mail, with return receipt. In the event that the receipt is refused by the other party, or the other party has changed address without notifying

the sending party, notice shall be deemed given on the seventh (7th) day following the first post mark of the sender's postal service. 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](mailto:PPN@tva.gov)

### 9. Indemnification

The PPN Member shall release, indemnify, defend, and hold TVA and LPCs, contractors, agents, or employees 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 and/or an LPC 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 or appropriateness 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 connections 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, LPC, or PPN are 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.

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**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 of the requirements and guidelines set forth in the TVA EnergyRight® Preferred Partners Network Application and the Preferred Partner Network Terms and Conditions.

\*Authorized Representative (*please print*)

Title

Date

Signature

\*Submissions by mail, email, or fax are all acceptable.