

# Authorized Contractor Participation Agreement



The PNM Home Energy Checkup Program (“Program”) provides customers with the opportunity to evaluate their energy usage, understand opportunities to save energy and money, and make energy improvements within their home. Energy efficiency upgrades can cut costs, improve daily operations, and increase long-term productivity. Contractors, referred to within the Program as Authorized Contractors (“Contractors”), are critical to helping customers make these upgrades. This Authorized Contractor Participation Agreement (“Agreement”) shall remain valid until the time that it is updated and a new version is released by the Program Administrator, ICF Resources, LLC (“ICF”). For more detailed information on the Program, please refer to the Authorized Contractor Guide (“Guide”). All work performed by Contractors is held to the current Program Terms and Conditions as set forth in the Customer Participation Agreement, as well as all guidance as set forth in the Guide. Contractors will be notified via email when either of these documents are updated, and the new version will be provided by the Program Manager.

## Terms and Conditions

### 1. Eligibility

The Program offers rebates to any PNM customer who has participated in the Program within the past 10 years. In order for a project to receive a rebate, the Contractor must meet all following eligibility requirements and remain compliant throughout the term without exception:

- a. Be licensed in the state of New Mexico.
- b. Be insured in the state of New Mexico.
- c. Be in business for at least one year.
- d. Maintain active registration and good standing with the Better Business Bureau.

HVAC contractors who maintain, service, repair, or dispose of equipment that could release ozone-depleting refrigerants must also:

- e. Hold an Environmental Protection Agency Section 608 Technician Certification.

### 2. Subcontractors

Contractors shall have the sole responsibility to ensure that any Subcontractor(s) hired in conjunction with the Project complies with Program Terms and Conditions. The Contractor agrees that the Contractor is solely responsible for any acts or omissions of its Subcontractors, and any breach of this Agreement by the Contractor’s Subcontractors constitutes a breach by the Contractor.

Without prior written consent of the Program, the Contractor shall not employ Subcontractors known to have been suspended or terminated from this or any other programs administered by PNM.

### 3. Contractor Obligations

The Contractor agrees to play an active role in the Program and fulfill the responsibilities listed below. The Contractor understands that failure to fulfill any combination of the below can result in an immediate suspension and/or termination from the Program. For more details on all Contractor obligations, please review the Guide.

- a. **Application and Sampling.** The Contractor shall submit an accurate Rebate Application and will adhere to Program Sampling requirements found in the Guide.
- b. **Representation.** The Contractor shall not knowingly misrepresent any information concerning the Program, its purpose, policies, and procedures, or its role in the Program or relationship with the Program. The Contractor shall identify itself as an independent contractor and a qualified participant in the Program. Without meeting full eligibility requirements, Contractors shall not represent themselves as working for, or certified by, PNM.
- c. **Project Documentation.** The Contractor will submit project documentation as detailed in the Guide. PNM reserves the right to request further documentation not listed in the Guide when needed. The Contractor will submit documentation via SharePoint. The Contractor will not send any documentation containing Personally Identifiable Information over email. The Contractor will treat all customer personal data and information that may be shared with the Contractor as confidential, and will not disclose said information to any party other than PNM, ICF, or its Subcontractors in accordance with applicable laws. The Contractor shall be solely responsible for maintaining the confidentiality of all customer information and communications. The Contractor shall take all necessary measures to protect the confidentiality of such information

and communications in accordance with applicable laws and regulations. The confidentiality obligations shall survive the termination of this Agreement.

- d. **Installation Quality Control.** The Contractor shall address and resolve all customer complaints or workmanship issues discovered through direct contact from the customer to the Contractor, other means of customer contact by PNM, or ICF's standard quality assurance (QA)/quality control (QC) process.
- e. **Site Access.** The Contractor shall facilitate Program and Field QC staff access to the property and request customer permission to photograph exterior and interior spaces as necessary to document site conditions and work completed.
- f. **Scope.** The Contractor is responsible for following Program guidelines, including adhering to individual measure requirements.
- g. **Communication.** The Contractor shall participate in all introductory and regularly scheduled status calls with ICF.

#### 4. Project Permit and Certification Requirements

The Contractor is required to obtain all permits from the jurisdiction in which the equipment is installed.

#### 5. Quality Assurance

The Contractor shall ensure that all information and documentation provided to the Program with respect to any project shall be delivered accurately, punctually, and sequentially according to the agreed-upon project deadlines. Specifically:

- a. An invoice itemizing the equipment installed and/or services performed must be delivered prior to rebate payment. The invoice must include the physical address where the service was performed, the total cost of products and/or services, and the date of service.
- b. Contractors are expressly prohibited from falsifying or misrepresenting invoices or other Program documentation to customers, the Program, or other designated representatives.

The Contractor acknowledges that projects may be inspected by the Program to ensure compliance with all Program requirements. It is the Contractor's responsibility to ensure that a project is complete, and equipment is fully operational prior to submitting of the rebate form. If upon any QA/QC inspection the Program determines that the project is not complete, the Contractor may incur a cost for reinspection.

#### 6. Marketing and Branding Requirements

The following requirements outline the standards and guidelines that Contractors must adhere to regarding marketing and branding for the Program:

- a. **Marketing Materials.** The Contractor must use up-to-date Program marketing materials, which are available via the Home Energy Checkup Program Manager.

- b. **Endorsements.** The Contractor shall not state or imply that it is endorsed by PNM, the Program, or other designated representatives of the Program.
- c. **Right to Review Materials.** The Contractor shall submit any and all advertising, marketing, or promotional copy or materials developed or used by the Contractor that references the Contractor's participation in this Program for review and approval. Approval shall be granted unless the Program, in its sole discretion, determines that the copy or materials are misleading, are in error, or fail to meet the requirements of this section. The Contractor shall not circulate any materials referencing the Program prior to approval, nor shall it circulate materials rejected by the Program.

#### 7. Termination

Failure to comply with the requirements of this Agreement, the Program Terms and Conditions, requirements as set forth in the Guide, or state or local laws shall constitute a reason to terminate the Contractor's participation in the Program. The Program or ICF reserves the right to exercise full discretion in Contractor expulsion for all noncompliance issues, particularly those involving fraud, improper customer interaction or Program misrepresentation. In all cases involving the Contractor's participation status or denial of incentives, the Program's decision is final. The Contractor shall receive an explanation of the reason for termination.

#### 8. Program Changes

The Program reserves the right to change, modify, or terminate this Program. The Program policies can change and can be discontinued at any time. ICF will notify the Contractor of any changes affecting Program terms, requirements, or otherwise impacting the Contractor's delivery.

#### 9. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless PNM, the Program, and ICF, and their respective affiliates, subsidiaries, parent companies, officers, directors, agents, and employees (collectively, the "Indemnitees"), against all claims, losses, damages, expenses, fees (including attorney fees), costs, and liabilities for property damage or bodily injury arising out of the performance of the services or participation by the Contractor under this Agreement. Under no circumstances will Indemnitees be liable for any claims of any kind, whether based on contract, tort (including negligence and strict liability), indirect, special, or consequential damages, however they may occur or otherwise, for any loss or damage sustained or incurred by any party, including any customer, relating to this Agreement or the performance of services or participation by the Contractor. The Contractor hereby releases and discharges the Indemnitees from all liabilities under this Agreement. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. The Contractor agrees that such obligations under this section shall survive any expiration or termination of this application and shall not be limited by any enumeration herein of required insurance coverage.

**10. Notices**

Name	Email		
Address	City	State	ZIP
Mailing Address (if different than above)	City	State	ZIP

**Agreement**

**By signing this Contractor Participation Agreement, I agree to the following:**

- I will supply complete information to the Program in response to the information requests as described herein.
  - I will abide by the Program’s requirements as outlined in this Agreement and the Guide.
- I represent that I have the requisite legal authority to bind the party on whose behalf I am signing to this Contractor Participation Agreement.

Contractor Name (please print)	Company Name		
Company Address	City	State	ZIP
Contractor Email	Contractor Phone Number		
Contractor Signature			
Primary Contact Signature	Primary Contact Name (please print)		

**Authorized Contractor Key Personnel**

The Contractor hereby submits the following personnel as staff who are responsible for managing or participating in the PNM Home Energy Checkup Program.

Name	Email	Phone	Program Role