



## Pump Test QSP Application and Participation Agreement

**Important:** SRP's Qualified Service Provider (QSP) Alliance provides valuable marketing resources and technical education to energy design, engineering, and consulting firms. By applying to become a QSP, participants can enhance their business offerings for commercial and industrial customers. Other potential benefits may include:

1. QSPs may receive marketing materials to aid in the promotion and marketing of the SRP Business Solutions Program at no charge.
2. Company information may be included on the SRP web site, [www.savewithsrpbiz.com](http://www.savewithsrpbiz.com), where consumers will be directed to locate a firm that can help them identify and evaluate potential energy efficiency measures.
3. When opportunity exists, SRP may provide QSPs with additional cooperative marketing and promotional materials relating to SRP energy efficiency programs, such as advertising, newsletters, manufacturer promotions, training/seminars, etc.

To apply, please complete this application and indicate your agreement to the terms and conditions with your signature. Please allow three weeks for processing and notification.

### Overview

SRP offers a range of energy efficiency opportunities to help non-residential customers save energy and money. Reduced energy costs, technical assistance, and/or incentives are available for qualifying customers. A summary of other available non-residential energy efficiency programs is provided below. Additional information regarding eligibility requirements, rebates, and participation processes is available at [www.savewithsrpbiz.com](http://www.savewithsrpbiz.com) or by contacting the Program Administrator.

#### SRP Business Solutions Standard Program

The SRP Business Solutions Standard Program promotes the purchase of industry-proven, high-efficiency equipment. Rebates serve to buy down the difference between the cost of high-efficiency and standard equipment, thereby making the high-efficiency equipment a more attractive option for customers. Rebates are available for qualifying lighting, HVAC, data center, building envelope, compressed air, and refrigeration measures.

#### SRP Business Solutions Custom Program

The SRP Business Solutions Custom Program provides a comprehensive platform for cost-effective non-residential energy efficiency projects not addressed by the SRP Business Solutions Standard Program. One of the primary goals of the program is to obtain verifiable, cost-effective and persistent electrical energy savings that result from the installation of energy efficiency measures.

In addition to equipment rebates, SRP offers eligible customers the opportunity to receive energy efficiency assessments performed by a Qualified Service Provider (QSP). These assessments focus on a predefined system or scope of energy efficiency business practices, strategies and capital improvement opportunities, and can provide both initial and investment grade reports to assist customers in screening, evaluating and prioritizing complex energy efficiency projects.

#### SRP Business Solutions Small Business Program

The SRP Business Solutions Small Business Program promotes the purchase of high-efficiency lighting in small commercial and industrial facilities. Free audits are available to qualifying customers to help identify lighting efficiency opportunities. Rebates are also available to pre-approved installation contractors to buy down the difference between the cost of high-efficiency lighting and standard lighting, thereby making the high-efficiency equipment a more attractive option for customers. Rebates are available for qualifying lighting measures.

### Potential Energy Engineering Activities

In the context of providing energy engineering support to SRP's commercial and industrial customers, QSPs may be required to:

- Obtain and analyze utility usage and cost information
- Obtain and review facility data from existing plans and specifications
- Conduct on-site assessments
- Review facility or production systems to confirm operating profiles, production levels, methods of control and energy consumption by end use
- Document and communicate external project drivers including energy code requirements, change in facility use, changes in production, end of useful life equipment, etc. and calculate impacts on potential energy and demand savings
- Understand and document energy efficiency program attribution
- Identify source(s) and utilize, if appropriate, energy consumption data already being collected by the facility systems
- Identify any variables requiring short term temporary monitoring for the purposes of identifying potential energy savings measures
- Provide, install and remove short term temporary monitoring equipment in accordance with customer site requirements
- Analyze short term monitoring data, including normalization techniques
- Identify potential energy efficiency capital improvements that would result in energy, demand and cost savings
- Identify potential operational or non-capital measures that may be eligible for other SRP programs
- Determine baselines, energy and demand savings
- Estimate costs of implementation from a variety of market sources, including Alliance Contractors and published cost data
- Verify and determine reasonable and necessary costs of implementation while maintaining positive working relationships with project team members
- Prepare concise written reports, including initial site visit reports, pre-installation inspections, energy analysis, quality assurance letters, commissioning plans and post installation inspections utilizing report templates required by SRP where available
- Provide records of correspondence related to the projects
- Perform energy usage and savings calculations using appropriate means and calculation tools, including simulation models
- Review and provide written comments on energy efficiency equipment specifications
- Prepare energy efficiency equipment specifications as required
- Prepare and present, as required, economic justification calculations, including simple paybacks, internal rate of return, discounted cash flow and net present value
- Identify and prepare commissioning requirements and commissioning plans, as appropriate
- Perform final inspections of installed energy efficiency measures including re-calculations of energy savings
- Perform all required work within project specific timelines

- Maintain working knowledge of state specific energy codes, industry practices and standards
- Maintain current working knowledge of project delivery channels including performance contracts, design-bid-build, design-build in order to effectively participate on project teams with any project delivery channel
- Participate in and facilitate meetings with financial and technical audiences
- Represent SRP and its energy efficiency programs, including the vendor neutral aspects in an accurate, positive professional manner
- Maintain working knowledge of current SRP energy efficiency programs, including customer and equipment eligibility, customer screening, customer analysis needs, implementation requirements, program differences by state and incorporate standard program language as required in all written reports
- Treat designated information as confidential
- Understand, support and participate in the program evaluation process from project development through project completion
- Participate as required in regular QSP review meetings with SRP
- Participate in SRP-sponsored consultant training as requested/required

**Contact Information**

Please complete the following information as you would like it to appear on the SRP website, [www.savewithsrpbiz.com](http://www.savewithsrpbiz.com)

Business name: \_\_\_\_\_

Contact name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Web site \_\_\_\_\_

Preferred correspondence:       Fax       Email

**Technical Approach**

**Describe your firm’s general approach and methodology in evaluating pump efficiency improvements.**

**Describe your firm’s general approach to maximizing pump system annual electric energy and peak demand savings.**

**Indicate the data gathering methods and tools regularly used by your firm to measure the wire to water pumping efficiency in the field (pitot tubes, current transducers, flow meters, etc.).**

**Provide a listing of any software tools that your firm uses in providing recommendations for pump efficiency improvements**

**Describe your firm’s general approach to estimate and then verify savings from pump efficiency improvement projects**

**Describe your firm’s general approach to assisting customers in the implementation of recommended pump efficiency improvements.**

**Summarize any existing in-house resources such as checklists or forms that are used to provide pump performance or efficiency improvement services. Attach examples in an Appendix.**

**Key Personnel #1**

QSPs will not be allowed to assign key or lead roles to staff members not identified in the proposal without the express written consent of SRP and/or Nexant, Inc. All coordination with SRP, Nexant and participating SRP customers must be conducted by an identified and approved key staff member.

Complete this section for each key staff member that will be assigned to a project if your firm is selected as a QSP. For each individual, include a resume as part of your completed application. Space is provided below to identify two key performers – add additional pages as necessary for additional individuals.

**Name:**

**Title:**

**Office Location:**

**Education:**

**Certification(s):**

**Years with Firm:**

**Years of Experience:**

**Please indicate what level of experience the person identified above has in providing pumping efficiency evaluation services for the pumping applications listed below (1 = none; 2 = some; 3 = extensive):**

<input type="text"/>	Industrial		
<input type="text"/>	Municipal		
<input type="text"/>	Irrigation	<input type="text"/>	Other
<input type="text"/>	Wastewater	<input type="text"/>	Other
<input type="text"/>	HVAC	<input type="text"/>	Other

Complete the table below summarizing three pumping efficiency or pumping diagnostic projects for the individual identified above. If possible, list projects completed in Arizona. For one selected project, please provide a copy of the final report or deliverable.

	Project One	Project Two	Project Three
<b>Project name:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Date completed:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Facility type:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Facility size:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Project type:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Project location:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Project cost:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Project contact name:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Project contact title:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Project contact phone:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Project contact email:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Systems investigated:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Energy savings:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Demand savings:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Water savings:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Role of individual (1 =none, 2 =some, 3=lead performer)</b>			
	<b>Project One</b>	<b>Project Two</b>	<b>Project Three</b>
Identifying project scope:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Performing field tests and data collection:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Calculating energy & demand savings:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Identifying measure costs:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Analyzing testing results and providing recommended solutions:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Presenting results to Customer:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Developing final report/deliverable:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Managing overall project:	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Key Personnel #2**

QSPs will not be allowed to assign key or lead roles to staff members not identified in the proposal without the express written consent of SRP and/or Nexant, Inc. All coordination with SRP, Nexant and participating SRP customers must be conducted by an identified and approved key staff member.

Complete this section for each key staff member that will be assigned to a project if your firm is selected as a QSP. For each individual, include a resume as part of your completed application. Space is provided below to identify two key performers – add additional pages as necessary for additional individuals.

**Name:**

**Title:**

**Office Location:**

**Education:**

**Certification(s):**

**Years with Firm:**

**Years of Experience:**

**Please indicate what level of experience the person identified above has in providing pumping efficiency evaluation services for the pumping applications listed below (1 = none; 2 = some; 3 = extensive):**

<input type="text"/>	Industrial		
<input type="text"/>	Municipal		
<input type="text"/>	Irrigation	<input type="text"/>	Other
<input type="text"/>	Wastewater	<input type="text"/>	Other <input type="text"/>
<input type="text"/>	HVAC		




Complete the table below summarizing three pumping efficiency or pumping diagnostic projects for the individual identified above. If possible, list projects completed in Arizona. For one selected project, please provide a copy of the final report or deliverable.

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<b>Date completed:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Facility type:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Facility size:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Project type:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Project location:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Project cost:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Project contact name:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Project contact title:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Project contact phone:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Project contact email:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Systems investigated:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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<b>Demand savings:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Water savings:</b>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Role of individual (1 =none, 2 =some, 3=lead performer)</b>			
	<b>Project One</b>	<b>Project Two</b>	<b>Project Three</b>
Identifying project scope:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Performing field tests and data collection:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Calculating energy & demand savings:	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Analyzing testing results and providing recommended solutions:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Presenting results to Customer:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Developing final report/deliverable:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Managing overall project:	<input type="text"/>	<input type="text"/>	<input type="text"/>



### Pricing

SRP recognizes that project costs are highly dependent on the scope and complexity of a given system. Bids are solicited for three sample project types in order to facilitate review and evaluation of the submitted proposal. Three example projects are described below. Please provide bids for each of these pump test assessments based on their application, pump type, and the scope of work as outlined in *Procedures and Guidelines for Pump Tests*. The required scope of work must cover all deliverables for the Pump Test Preliminary Assessment which would include travel to customer site within SRP's service territory, taking field measurements, responding to SRP review comments, analysis and reporting of the field gathered data; and provide specific pump system energy saving recommendations. The pricing structure should be as detailed as possible.

Project	Equipment/System Description	Bid Price
Small irrigation pump system  Location: Queen Creek, AZ	<ul style="list-style-type: none"> <li>• One (1) 25 HP centrifugal pump (6 years old) for irrigation use</li> <li>• 40 ft. well provides water</li> <li>• 500 GPM, design flow rate , 20 psi discharge pressure</li> <li>• No existing test ports for flow measurement</li> <li>• Analog on-site pressure gauges at pump discharge</li> <li>• 3phase, 460V , 29 FLA</li> </ul>	
Municipal pump station  Location: Apache Junction, Arizona	<ul style="list-style-type: none"> <li>• Two (2) 90 HP 4-stage turbine pump (5 years old) for transplanting municipal water from canal. One pump is active, other is backup.</li> <li>• 10 ft. estimated lift from canal surface to pump discharge</li> <li>• 2000 GPM design flow rate at peak load (all stages), 32 psi discharge pressure</li> <li>• On-site flow meter, questionable calibration</li> <li>• Customer has data collection system available and monitoring system on site</li> <li>• No ports available for measuring flow from external source</li> <li>• 3phase, 460V , 800A SES</li> </ul>	
Large wastewater treatment plant  Location: Phoenix, Arizona	<ul style="list-style-type: none"> <li>• Three pumping systems each containing two (2) 500 HP 6-stage turbine pumps (8 years old) for moving incoming and outgoing water for/from treatment through plant. One pump from each system is dedicated backup, but are rotated for equalized run hours</li> <li>• 15 ft. estimated pumping lift</li> <li>• 6000 GPM design flow rate at peak load (all stages), 30 psi discharge pressure for each system</li> <li>• On-site flow meter, questionable calibration</li> <li>• Customer has data collection system, monitoring equipment, and ports for recording flow and pressure</li> <li>• 3phase, 4160V , 500A SES</li> </ul>	

**Pricing (Continued)**

Provide a generalized costing structure that is consistent with the bids given above for the example pump systems. This generalized costing structure should accommodate other types of systems (i.e. irrigation, industrial processes). The costing structure proposed by the firm will be used for costing Pump Test Preliminary Assessments under the Custom Business Solutions Program.



### Participation Agreement Terms and Conditions

1. QSPs will be required to attend an initial one (1) hour training session prior to final approval from SRP to perform as a QSP. QSPs may be required to attend up to eight (8) hours of training and educational activities per year. These activities will be held at no charge for participating QSPs, but there will be no claims for reimbursement for time spent attending the training sessions by QSPs.
2. SRP has contracted Nexant, Inc. (“Nexant”) to act as the Program Administrator and authorizes Nexant to administer the QSP Alliance and the Program including such activities, but not limited to; review, processing, and approval of customer and QSP applications; qualifying and training of QSPs, pre and post inspections of customer facilities and project information requests from customer; measurement and verification activities; and issuing rebate checks.
3. SRP may provide SRP customers the QSP’s contact information and publicize such information on the SRP website, [www.savewithsrpbiz.com](http://www.savewithsrpbiz.com). The QSP authorizes such use of QSP’s information. Participation in the QSP Alliance does not guarantee a QSP will receive any customer referrals or imply any guaranteed minimum level of work or funding from SRP. QSP authorizes SRP and Nexant to contact the references provided in the References section and agrees to provide SRP or Nexant with any information necessary to process QSP’s application.
4. The QSP shall read and comply with the Program Materials to fully understand available SRP programs and program qualifications, requirements, the participation process, and rebate opportunities. QSP acknowledges that it has read and agrees to comply with all Program requirements, standards and conduct and eligibility concerns. The QSP shall participate in SRP sponsored training and/or seminars pertinent to the program procedures and requirements.
5. The QSP will accurately inform SRP’s customers of energy efficiency program eligibility requirements, participation steps, and rebate opportunities. The QSP agrees to fully understand available rebate programs including; qualifying products, rebate amounts, and eligibility requirements. QSP will participate in SRP sponsored training and/or seminars pertinent to the program procedures and requirements, and display point-of-purchase material for qualified products, rebate amounts and eligibility requirements. The QSP will aid in the customer rebate application process by accurately answering questions and directing customer to the current rebate forms, the customer service hotline at (602) 236-3054, and/or to [www.savewithsrpbiz.com](http://www.savewithsrpbiz.com). The QSP will not use SRP’s corporate name, logo, identity, or any affiliation on any QSP marketing or other materials (printed copy or electronic) for any reason, including, without limitation, soliciting customers, without SRP’s prior written consent.
6. QSP shall not knowingly misrepresent any information concerning the Program or Program Materials or its role in the Program or its relationship with SRP. QSP understands that participation in the Program does not constitute an endorsement of any kind on the part of SRP. QSP shall not state or imply any such endorsement, either directly or indirectly, to any customer or third party. QSP shall properly represent the relationship of the QSP to SRP and identify itself as an independent contractor. Neither the QSP, nor any QSP employee(s) shall be considered, for any purpose, to be an employee, agent, partner or representative of SRP and neither shall have any power or right to bind SRP to any obligation, or act on behalf of or in the name of SRP in dealing with customers or third parties. The parties will not exercise any control or supervision of each other or be responsible for each other in the performance of any service.
7. Any person who knowingly files an application containing any materially false information or who purposely or misleadingly conceals information subjects such person to criminal and civil penalties. Any and all funds determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to SRP. Any QSP found to be engaged in any fraudulent activity or misrepresentation of any kind shall be removed from the QSP Alliance and Program. This section shall not limit other remedies that may be available for the filing of a false or fraudulent application, including, but not limited to, referral to law enforcement authorities.
8. QSP may choose, at its own discretion and independent from the Program Services, to provide installation and/or implementation services to SRP customers for equipment and products for which rebates are not offered under the Program. QSP shall contract directly with customers for any such services and shall comply in all of its operations (and cause all subcontractors to comply) with all applicable laws, rules, regulations and orders of governmental authorities having jurisdiction. QSP shall be solely responsible for the obligations agreed to as a result of any customer contracts for installation or implementation services.

9. QSP performing installation or implementation of Program related equipment and products shall cooperate with SRP and Nexant in obtaining compliance with any warranties and guarantees from related third parties and during inspections of work performed in connection with this Agreement and the Program.
10. QSP, at its own expense, shall retain all necessary licensures, permits, certifications, training, liability insurance and other requirements deemed necessary by state law and the Program policies and guidelines. QSP will provide SRP or Nexant such documentation, upon request.
11. QSP acknowledges that receipt of any rebate pursuant to these Terms and Conditions or the Program may result in taxable income to the applicant, even if QSP does not directly receive a payment, and that QSP is solely responsible for payment and reporting with respect to QSP's taxes. QSP should consult his or her own tax advisor with respect to the tax treatment of rebates provided pursuant to these Terms and Conditions or the Program. Nothing in these Terms and Conditions is intended to constitute tax advice and cannot be used for the purpose of avoiding penalties under the Internal Revenue Code.
12. QSP shall be fully responsible for all work performed by its subcontractors including compliance with the plans and specifications (if any), the required quality of the work, the costs of any subcontracted work and to ensure that there is no gap between the work of individual subcontractors in any instance. QSP shall be responsible to pay all subcontractors for their respective work on each project. QSP shall cause any subcontractor performing services related to this Program to comply with the Program requirements.
13. Responsibility for delivery and workmanship related to any equipment or services the customer procures exclusively rests with the contractor or retailer selected by the customer. SRP and Nexant, Inc. assume no responsibility for oversight of contractor services. Neither SRP nor Nexant make any, and both SRP and Nexant expressly disclaim all warranties or representations of any kind with respect to the design, manufacture, construction, safety, performance or effectiveness of any potential energy savings, equipment installed, measures implemented, and/or services rendered by any person or entity in connection with the Program. SRP AND NEXANT DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, WHETHER STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
14. All vendor documents relating to the Program or this Agreement are considered "Program Materials," and shall be made available and supplied to SRP and Nexant, upon request. SRP, or its designee, shall be afforded access to, and allowed to make copies of all QSP's calculations, records, correspondence, invoices, receipts, vouchers, agreements, memoranda, equipment specifications, and similar data or documentation that, in SRP's judgment, relate to the Program. QSP shall make such requested documentation available to SRP, or its designee, at the QSP's regular place of business during normal working hours or provide it to SRP in a reasonable alternative manner as may be requested by SRP. QSP shall preserve all such documentation relating to the Program or this Agreement for a period of three (3) years after the final rebate payment, or longer where required by law.
15. The QSP will recycle or dispose of old equipment and components resulting from the installation of energy-efficient equipment in accordance with applicable statutes, regulations, ordinances, codes, and accepted industry standards.
16. SRP and its agents shall not be liable for any SRP customer rebates if QSP has provided incorrect information about the amount or conditions associated with receiving such rebate, or for rebate ineligibility resulting from equipment that is mislabeled or misrepresented by the QSP. SRP and its agents will not be responsible for any tax liability imposed on the customer as a result of the payment of rebates.
17. Notwithstanding any other provision of this Agreement to the contrary, in no event shall SRP or Nexant, or their agents, consultants, or subcontractors be liable hereunder for any type of damages, whether indirect, special, incidental, consequential, exemplary, reliance or punitive (even if advised of the possibility of such damages), including, without limitation, loss of use or loss of profits, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind. QSP waives any claims it might have against SRP and Nexant and their agents, consultants, and subcontractors.
18. To the fullest extent allowed by law, SRP and Nexant, Inc.'s total liability, regardless of the number of claims, is

limited to paying the approved Incentive in accordance with these Terms and Conditions, and SRP, Nexant, Inc., and their contractors, officers, directors, employees, and agents shall not be liable to applicant or any other party for any other obligation

- 19. QSP shall defend, protect, indemnify and hold harmless SRP, Nexant and their respective board members, officers, directors, managers, associates, related firms and entities, employees, servants, contractors, and agents (collectively, the "Indemnified Parties") against all claims, losses, expenses, damages, demands, judgments, causes of action, suits, costs (including attorney's fees and expenses) and liability of every kind and character whatsoever ("claims") arising out of or incident to, or related in any way to, directly or indirectly, participation in the QSP Alliance, the Program, or to this Agreement; provided however, that QSP shall not be required to indemnify and hold harmless any Indemnified Party against claims adjudicated to have been caused by an Indemnified Party's gross negligence or willful misconduct.
- 20. These terms and conditions shall be governed by and construed in accordance with the laws of the state of the Program. The parties agree that the proper venue and jurisdiction for any cause of action relating to this Agreement will be the county where the Program is taking place.
- 21. SRP reserves the right to change or cancel the QSP Alliance, the Program or the terms and conditions at any time without notice. The QSP may terminate this Agreement discontinuing its participation in the QSP Alliance by providing SRP with thirty (30) days prior written notice. SRP reserves the right, at sole discretion to terminate this Agreement for any reason, including, without limitation, if the QSP fails to comply with any program rules or guidelines; the QSP misrepresents SRP's programs to customers and/or other parties; or the QSP knowingly provides false or incorrect information to SRP, provided that Sections 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 hereof will survive the termination of this Agreement and remain in full force and effect.
- 22. SRP shall review QSP's status in the QSP Alliance on an annual basis. SRP reserves the right to terminate this Agreement if, upon such annual review, SRP determines at its sole discretion that (1) QSP has not completed at least one (1) project installation in the past twelve (12) months, (2) QSP has not submitted at least one (1) valid new project in the past twelve (12) months, (3) QSP does not have at least one (1) active project as of May 1st of the current program year, or (4) QSP does not attend mandatory QSP Alliance or Program events. QSPs who are removed for any of these reasons may reapply for membership twelve (12) months after effective date of removal from the QSP network.
- 23. The terms set forth herein, including all incorporated references, constitute a complete statement of the Agreement applicable to the QSP Alliance, and supersede all prior representations or understandings, whether written or oral. SRP and Nexant shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind that is not set forth herein.

**Acceptance of Terms**

By signing below, the QSP represents, warrants, acknowledges and agrees that:

- QSP has read and understood all Terms and Conditions of this agreement and the SRP Business Solutions Standard, Custom and Small Business Program Manuals and agrees to comply with all terms and conditions pertaining to these programs;
- All information provided to SRP by QSP is true and correct and QSP will notify SRP immediately of any changes;
- Signatory has the authority to bind the QSP to these terms.

QSP Company Name \_\_\_\_\_

QSP Representative  
Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_



**SEND COMPLETED QSP AGREEMENTS TO:**

SRP Business Solutions Program

PMB 192

4802 E Ray Rd Ste 23

Phoenix, AZ 85044-6417

Fax: (480) 345-7601

Email: [savewithsrpbiz@srpnet.com](mailto:savewithsrpbiz@srpnet.com)