



QUALIFIED SERVICE PROVIDER APPLICATION AND TERMS & CONDITIONS

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. The SRP website, www.savewithsrpbiz.com, may include company information. The Program directs customers to the site to locate a firm that can help them identify and evaluate potential energy efficiency measures.
3. When the 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. Below is a summary of other available non-residential energy efficiency programs. Additional information regarding eligibility requirements, rebates, and participation processes are available at www.savewithsrpbiz.com or by contacting the Program Administrator.

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. They can provide both initial and investment-grade reports to assist customers in screening, evaluating, and prioritizing complex energy efficiency projects.

SRP Business Solutions Retrocommissioning Program

The SRP Business Solutions Retrocommissioning Program helps customers achieve demand and energy savings in commercial and industrial facilities. Savings are realized through the systematic evaluation of facility systems and customer's implementation of cost-effective, energy efficiency measures targeted to improve facility operation that, in many cases, also improve occupant comfort and production efficiency.

Program participants are customers with 50,000+ sq. ft. of conditioned space or 1,000,000 kWh in usage who have demonstrated a commitment to spend \$3,000 or more to implement identified retrocommissioning measures with an estimated total project simple payback of 1.5 years or less based upon electric savings. Additionally, a Monitoring-Based Commissioning (MBCx) option is available for customers with 150,000+ sq. ft. or 3,000,000 kWh to utilize data analytics to find additional potential savings. A streamlined Building Tune-up program is available for customers with facilities 15,000+ sq. ft. in size.

SRP Business Solutions New Construction Program

The SRP Business Solutions New Construction Program provides technical assistance and financial rebates to help architects, engineering professionals, and building owners optimize energy and demand savings, and reduce operating costs in commercial new construction projects. Projects must be new construction or major renovation and must be 20,000 square feet or greater for commercial, industrial, retail, multifamily, or core and shell use. Projects that are most likely to succeed in meeting the program's goals will be accepted. The program offerings are scalable for projects of varying sizes under two different tracks, and flexible to grow with customer demand.

The Expedited Track is suitable for projects with accelerated design schedules that are unable to invest the time necessary for participating under the enhanced performance track. The buildings under this track will have less aggressive savings targets; typically, these buildings will have less than 75,000 square feet of conditioned floor space but must be $\geq 20,000$ square feet (new construction/renovation/additions).

The Enhanced Performance Track will offer two types of Energy Design Assistance (EDA) service incentives, Energy Modeling and Lighting Design Services Incentives. This track employs a whole building performance-based strategy that fosters an integrated design approach with the project's design team starting during the project's schematic design phase. Early involvement, combined with the comprehensive interaction of key project stakeholders, affords the opportunity to cost-effectively evaluate and incorporate efficiency strategies while design components are still fluid. Under the Enhanced Performance Track, the buildings will have $\geq 75,000$ square feet of conditioned floor space (new construction/renovation/additions).

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, kitchen equipment, compressed air, and refrigeration measures.

SRP Business Solutions Small Business Program

The SRP Business Solutions Small Business Program promotes the purchase of high-efficiency lighting and HVAC upgrades in small commercial and industrial facilities. No-cost assessments are available to qualifying customers to help identify lighting efficiency and HVAC upgrade opportunities. Rebates are also available to pre-approved installation contractors to buy down the difference between the cost of energy-efficient systems and standard lighting and HVAC equipment, thereby making the high-efficiency equipment a more attractive option for customers. Rebates are available for qualifying lighting and HVAC measures.

SRP Business Solutions Electrification Program

Thinking of switching to electrically fueled equipment at work? The SRP Business Solutions Electrification Program promotes the purchase of qualifying equipment to convert fossil fuel powered equipment to electric to reduce carbon emissions and make for healthier and safer work environments. Rebates for electric forklifts, electric truck refrigeration, and electrified truck parking spots are available, with additional custom rebates available for site-specific equipment like industrial process heating or mid or large heavy-duty fleet conversions. More information can be found at <https://savewithsrpbiz.com/etech>, by calling 602-236-9650, or by emailing etechrebates@srpnet.com

SRP Business Solutions Business EV Program

The SRP Business Solutions Business EV Program promotes the purchase of qualifying charging equipment to power electric vehicles. Your customers and employees will welcome the convenience to charge at work, to encourage customers to stay longer, and to count this initiative towards your sustainability goals. The program provides a per port rebates for level 2 chargers. For technical assessments or program support visit <https://savewithsrpbiz.com/rebates/evcharger.aspx>

SRP Business Solutions Multifamily Program

The SRP Business Solutions Multifamily Program promotes the purchase of high-efficiency lighting, HVAC, building envelope, and tenant upgrades in apartments and other multifamily properties. Contractors promote rebates for both tenant spaces and common areas, with a variety of rebate opportunities available. Be on the lookout for more information at <https://savewithsrpbiz.com>

SRP Business Demand Response Program

SRP is collaborating with a company called Enel X to offer commercial, institutional, and industrial organizations incentive payments for participating in a new program to maintain a reliable and cost-effective electric grid. Between May and October each year, large energy consumers can earn payments for making targeted energy reductions during times of peak demand. Interested customers can contact their Strategic Energy Manager (SEM) for more details and to determine if they would be a good fit for the program.

POTENTIAL ENERGY ENGINEERING ACTIVITIES

In the context of providing energy engineering support to SRP's commercial and industrial customers, QSPs may need 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 the 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 identifying potential energy savings measures
- Provide, install and remove short term temporary monitoring equipment per 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 possible 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 expenses 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 needed, 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 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 needed 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, savewithsrpbiz@srpnet.com.

Business name: _____

Contact name: _____ Title: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-mail: _____

Web site: _____

Preferred correspondence: Fax Email

BUSINESS INFORMATION

In which areas does your company excel?

| | | |
|--|----------------------------------|--|
| Compressed Air | Chiller Plants | Manufacturing Equipment |
| Compressed Air Ultrasonic Leak Testing | Water Treatment Facilities | Thermal Energy Storage |
| Industrial Refrigeration | Pump Efficiency Testing | Battery Storage |
| Industrial Process Equipment | Data Centers | Building Modeling Software (eQuest or similar) |
| Retrocommissioning – Commercial* | Retrocommissioning – Industrial* | |

Provide a general description of your business.

Outline your current business presence within SRP’s service territory.

If you do not currently have a presence in SRP’s service territory, how does your firm propose to provide on-site services over an extended period of time cost-effectively?

Describe your firm’s affiliation with specific equipment manufacturers and/or products. Please indicate particular company or brand names.

* Separate training required.

TECHNICAL APPROACH

Describe your firm's general approach and methodology in evaluating electronic system efficiency improvements.

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

Indicate any data gathering methods and tools regularly used by your firm to measure electrical voltage and current in the field (multimeters, data logging equipment, current transducers, power transducers, etc.).

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

Describe your firm's general approach to estimate and then verify savings from energy efficiency improvement projects.

Describe your firm's general approach to assisting customers in the implementation of recommended energy efficiency improvements.

Summarize any existing in-house resources, such as checklists or forms used to provide 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 as a lead to a project if your firm is selected as a QSP. For each individual, include a resume as part of your completed application. Use the space below to identify two key performers – add additional pages as necessary for additional individuals.

Name: _____

Title: _____

Office Location: _____

Email: _____

Phone number: _____

Education: _____

Certification(s): _____

Years with Firm: _____

Years of Experience: _____

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

- | | |
|--|---------------------------------|
| Compressed Air | Thermal Energy Storage |
| Compressed Air Ultrasonic Leak Testing | Battery Storage |
| Industrial Refrigeration | Building Modeling Software |
| Industrial Process Equipment | Retrocommissioning – Commercial |
| Chiller Plants | Retrocommissioning – Industrial |
| Water Treatment Facilities | Other |
| Data Centers | Other |
| Manufacturing Equipment | Other |

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

- | | |
|------------------------------|----------------------------------|
| Office | Water Treatment Plant |
| Retail, Grocery/Food | Manufacturing, Electronics |
| Education | Manufacturing, Food/Food Service |
| Hotel/Motel | Manufacturing Metal/Material |
| Healthcare Clinic/Laboratory | Manufacturing, Aerospace |
| Hospital | Warehouse, Refrigerated |
| Data Center | Other |
| Chilled Water Plant | Other |

Complete the table below summarizing three efficiency improvement or 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 |
|--|-------------|-------------|---------------|
| Project name: | | | |
| Date completed: | | | |
| Facility type: | | | |
| Facility size: | | | |
| Project type: | | | |
| Project location: | | | |
| Project cost: | | | |
| Project contact name: | | | |
| Project contact title: | | | |
| Project contact phone: | | | |
| Project contact email: | | | |
| Systems investigated: | | | |
| Energy savings: | | | |
| Demand savings: | | | |
| Water savings: | | | |
| Role of individual (1 =none, 2 =some, 3=lead performer) | | | |
| | PROJECT ONE | PROJECT TWO | PROJECT THREE |
| Identifying project scope: | | | |
| Performing field tests and data collection: | | | |
| Calculating energy & demand savings: | | | |
| Identifying measure costs: | | | |
| Analyzing testing results and providing recommended solutions: | | | |
| Presenting results to Customer: | | | |
| Developing final report/deliverable: | | | |
| Managing overall project: | | | |

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 as a lead to a project if your firm is selected as a QSP. For each individual, include a resume as part of your completed application. Use the space below to identify two key performers – add additional pages as necessary for additional individuals.

Name: _____

Title: _____

Office Location: _____

Email: _____

Phone number: _____

Education: _____

Certification(s): _____

Years with Firm: _____

Years of Experience: _____

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

- | | |
|--|---------------------------------|
| Compressed Air | Thermal Energy Storage |
| Compressed Air Ultrasonic Leak Testing | Battery Storage |
| Industrial Refrigeration | Building Modeling Software |
| Industrial Process Equipment | Retrocommissioning – Commercial |
| Chiller Plants | Retrocommissioning – Industrial |
| Water Treatment Facilities | Other |
| Data Centers | Other |
| Manufacturing Equipment | Other |

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

- | | |
|------------------------------|----------------------------------|
| Office | Water Treatment Plant |
| Retail, Grocery/Food | Manufacturing, Electronics |
| Education | Manufacturing, Food/Food Service |
| Hotel/Motel | Manufacturing Metal/Material |
| Healthcare Clinic/Laboratory | Manufacturing, Aerospace |
| Hospital | Warehouse, Refrigerated |
| Data Center | Other |
| Chilled Water Plant | Other |

Complete the table below summarizing three efficiency improvement or 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 |
|--|-------------|-------------|---------------|
| Project name: | | | |
| Date completed: | | | |
| Facility type: | | | |
| Facility size: | | | |
| Project type: | | | |
| Project location: | | | |
| Project cost: | | | |
| Project contact name: | | | |
| Project contact title: | | | |
| Project contact phone: | | | |
| Project contact email: | | | |
| Systems investigated: | | | |
| Energy savings: | | | |
| Demand savings: | | | |
| Water savings: | | | |
| Role of individual (1 =none, 2 =some, 3=lead performer) | | | |
| | PROJECT ONE | PROJECT TWO | PROJECT THREE |
| Identifying project scope: | | | |
| Performing field tests and data collection: | | | |
| Calculating energy & demand savings: | | | |
| Identifying measure costs: | | | |
| Analyzing testing results and providing recommended solutions: | | | |
| Presenting results to Customer: | | | |
| Developing final report/deliverable: | | | |
| Managing overall project: | | | |

QSP TERMS AND CONDITIONS

These QSP Terms and Conditions (“Terms and Conditions”) set forth the terms and conditions governing QSPs approved to participate in and provide services to customers participating in the SRP Business Solutions Custom or Retrocommissioning (“RCx”) Programs (“Program”). By accepting these Terms and Conditions, the company named in the QSP Application is agreeing to comply with and be bound by these terms.

1. **Program Administrator:** SRP has contracted Nexant, Inc. (“Nexant” or “Program Administrator”) to administer the SRP Business Solutions programs. SRP has authorized Program Administrator to perform activities including, but not limited to: reviewing, processing, and approval of customer and QSP applications; qualifying, training and educating QSPs; QSP support; pre- and post-inspections of customer facilities and project information requests from customers; measurement and verification activities; and issuing incentive checks.
2. **Application:** To qualify as a QSP, each applicant must submit a completed Application, provide all requested documentation and meet all application requirements as described in this document. Program Administrator, in coordination with SRP, will review the QSP Application and submitted documentation. Program Administrator and SRP, in their sole judgment and discretion, will make the determination(s) as to whether applicant is approved to participate in the Program and provide the applicant a written approval notice (email is sufficient). Upon approval, QSP will be bound by these terms. QSP agrees to provide SRP or Program Administrator with any information necessary to process its application. Once approved, the QSP is responsible for updating any changes or additions to the initial application information when the changes occur by updating QSP information. Participation in the Program as a QSP does not guarantee that a QSP will receive any customer referrals or imply any guaranteed minimum level of work. All QSPs are required to be accepted and in good-standing with the requirements and terms of the SRP Energy Efficiency Alliance program.
3. **W9 Requirements:** QSP is required to provide a completed Form W9 with its application and ensure the information provided is correct. The most recent version of the Form W9 must be utilized. The information on the W9 must match the information in IRS’s system. If there are any changes to QSP information, such as address, a new W9 form must be submitted prior to payment being issued. Program Administrator may withhold QSP payment until the QSP has submitted a valid W9 or corrected any identified information mismatches.
4. **QSP Manual:** For QSPs participating in the RCx Program, QSP acknowledges that the Program rules, customer and equipment eligibility requirements, incentive information, participation process to qualify for incentives, and Program guidelines are outlined in the SRP Business Solutions RCx QSP Manual (“QSP Manual”) that will be provided during training or when requested from the Program Administrator and is incorporated herein by reference. QSP agrees to perform the Program services and provide the deliverables in compliance with the Program Manual to eligible SRP customers. QSP is required to review and comply with the SRP Business Solutions Program Manuals for the programs in which it is approved to participate.
5. **SRP Customers:** Customers participating in the Program are required to use a Program-approved QSP to perform certain Program services. QSP shall accurately inform SRP’s customers regarding the Program requirements, and qualifying equipment, incentive amounts, the participation process, and eligibility requirements. QSP shall provide customers with the appropriate Program materials. QSP shall not misrepresent to any customer or third party any information concerning the Program or its relationship to Program Administrator or SRP.
6. **QSP Responsibilities:**
 - a. The QSP shall read and comply with the Program materials to fully understand available SRP programs and program qualifications, eligibility requirements, the participation process, and incentive opportunities.
 - b. QSP shall attend an initial one (1) hour training session prior to final approval from SRP to perform as a QSP for the Program. QSP 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 QSP. SRP will not reimburse QSP for time spent attending the training sessions.
 - c. QSP will utilize the Program templates, if applicable, provided by Program Administrator when submitting Program deliverables. Any such tools shall remain the property of Program Administrator which retains all rights, title and interest in such tools. Title to such tools is and shall remain the sole and exclusive property of SRP, Program Administrator and/or their licensors and QSP agrees to utilize such tools provided through the Program in compliance with the terms and conditions, if any, provided to QSP.
 - d. 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.
7. **Incentive Payments:** SRP will issue incentive payments, according to the approved incentive structure outlined in the Program Manual. Payment of any incentives is subject to QSP’s satisfactory completion of all required Program steps in accordance with the Program requirements, Program Manual and the pre-approved scope of work. SRP and Program Administrator reserve the right to make final determination of customer eligibility, qualifying measures, Program compliance and final incentive amounts. QSP will not be paid for ineligible applicants or measures. QSP is responsible for collecting customer payments not covered by incentives offered under the Program. SRP has no obligation to compensate QSP for non-payment by the customer.

8. **Use of Name:** The QSP will not use means any trademarks, service marks, names, logos, designs, or other intellectual property capital of SRP or any of its programs that might suggest that the QSP is sponsored by or affiliated with SRP on any QSP advertising, marketing or other materials (printed copy or electronic) for any reason, including, without limitation, soliciting customers, without SRP's prior written consent in each instance.
9. **Safety:** QSP is responsible for ensuring that all individuals performing services on behalf of QSP will comply with safety related control devices and protocols required to perform the scope of work and all applicable laws, regulations and standards related hereto. QSP shall take all reasonable precautions to prevent damage, injury, or loss and must indemnify SRP and Program Administrator from any loss resulting from personal injury or property damage arising from performance of the Program Services.
10. **Project Inspections:** As part of the customer application review process, SRP or Program Administrator may request additional documentation from the QSP and conduct any site inspection activities necessary to confirm eligibility, verify compliance with Program requirements, verify energy savings, and operability of measures. QSP shall cooperate and participate in random project inspections before, during, and/or after project installation, if requested. Failure to provide or complete any of the requested information or program requirements may result in the return of the customer application and denial of incentives through the Program.
11. **Recycling/Hazardous Material:** QSPs performing installations as part of the Program Services shall assume full responsibility for removal of old equipment from the customer facility and for sorting, storage, recycling and proper disposal of equipment and waste material in compliance with all applicable laws and regulations and the prevailing local jurisdiction. The QSP shall provide SRP with full documentation of all hazardous waste material disposals upon request.
12. **Confidentiality of Customer Information:** QSP agrees that in the course of participation in the Program, QSP may have access to information relating to SRP customers, including, without limitation, personal information, account information and energy usage data, obtained in connection with performance of any services arising out of participation in the Program ("Customer Information"). The QSP, during and subsequent to the term of the agreement, shall maintain in the strictest confidence, and shall protect Customer Information by using the same standard of care which it uses to protect its own proprietary and confidential information of a like nature, but no less than a reasonable degree of care. QSP shall not use Customer Information for any purpose whatsoever other than solely for the purpose of performing Program services as a QSP. The QSP shall not disclose or permit access to Customer Information other than to (1) to its employees and subcontractors performing Program services (a) who have a need to know such Customer Information in order to perform Program services and then only to the extent necessary to carry out such services and (b) who are bound by written confidentiality obligations no less protective than the terms contained herein, or (2) as otherwise required by law. Upon request or in any event within thirty (30) days of termination of its agreement and participation in the Program, QSP shall, and shall ensure all employees and subcontractors, return or destroy all original and copies of Customer Information which is in a physical form and delete or destroy any other records (including electronic records) containing Customer Information, and certify in writing to SRP that such Customer Information has been returned or disposed of securely. If QSP becomes legally compelled to disclose any Customer Information, prior to such disclosure, QSP shall promptly provide prior written notice to SRP of such request for disclosure and shall provide reasonable assistance in seeking a protective order or another appropriate remedy. QSP shall promptly notify SRP of any use or disclosure, actual or potential, which is not in compliance with this provision. The QSP shall be responsible for a breach of this provision by its employees and subcontractors.
13. **Records Retention:** All documents including, but not limited to, all calculations, records, correspondence, invoices, receipts, vouchers, agreements, memoranda, equipment specifications, and similar data or documentation that relate to the Program or the Agreement are considered "Program Records". Upon request, QSP shall provide SRP and Nexant with copies of the Program Records, and any other documentation that, in SRP's judgment, relate to the Program. If QSP will be receiving payments for Program incentives, QSP shall maintain complete and accurate accounts, books and records of and all supporting documentation relating to incentive applications submitted to the Program or services performed under these Terms and Conditions. The Program Records and Incentive Records, as applicable, shall be retained by QSP for a period of three (3) years, or longer where required by law, following the termination of its Agreement. Upon reasonable notice and during regular business hours, QSP shall permit SRP or its designee to review or audit the Incentive Records, through its own staff or through its agents, auditors or advisers. If an audit reveals any material errors in the calculation of the incentive amount or fraud on the part of QSP, QSP will promptly return any mistakenly or fraudulently paid funds to SRP.
14. **Compliance with Law:** In performing all of its work on each project, QSP shall comply in all of its operations (and cause all subcontractors to comply) with all applicable laws, rules and regulations and all orders and directions of governmental authorities having jurisdiction. QSP shall be responsible at its own cost and expense to obtain and maintain any and all applicable licenses, permits, and insurance appropriate for the type of work it performs and in accordance with prudent business and construction industry practices and as required by federal, state, or local law. QSP shall provide SRP or Program Administrator copies of such documentation, upon request.
15. **Independent Contractor:** The QSP acknowledges and agrees that the QSP's participation in the Program is voluntary. SRP's approval of QSP to participate in the Program does not constitute an endorsement of any kind on the part of SRP. QSP shall properly represent the relationship of the QSP to SRP and Program Administrator as an independent contractor. The QSP and its employees and its Subcontractors shall not represent themselves as employees or agents of, or certified by, the SRP or the Program Administrator. QSP shall be solely responsible for payment of compensation to its employees and subcontractors as well as all applicable federal, state and local income and employment tax, withholdings, and reporting for all such QSP personnel.

- 16. Warranties and Representations:** QSP hereby represents, warrants, and covenants that (1) QSP is eligible and authorized to participate in the Program and that QSP's participation in the Program will not result in the violation or breach by QSP of law, QSP's contractual obligations, or other duties or rights of any third party; (2) QSP is duly organized, validly existing, and in good standing under the laws of the state of its incorporation or formation; (3) QSP is validly existing and in good standing in the state or locality where the services are performed and has obtained all licenses or completed such registrations as may be necessary or required by law to provide the services encompassed in these Terms and Conditions or the Program and shall provide evidence of such upon request; (4) QSP shall perform the Program services in accordance with Program requirements and in a good, professional, and workmanlike manner using employees and subcontractors (if any) of QSP that are skilled and qualified to perform the tasks required for the Program; and (5) all equipment and materials QSP supplies shall be new when delivered and free from defects in title, design, material, and workmanship and shall conform to all Program specifications and requirements.

Responsibility for delivery and workmanship related to any equipment or services the customer procures exclusively rests with the contractor or retailer or QSP selected by the customer. SRP and Program Administrator assume no responsibility for oversight of contractor services. QSP shall be solely responsible for the obligations, representations and warranties agreed to as a result of any customer arrangements or services rendered. QSP shall ensure that any warranty offered by QSP or any of its subcontractors at any tier is passed through to customer. SRP and Program Administrator do not make any, and both SRP and Program Administrator 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 PROGRAM ADMINISTRATOR 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.

- 17. Taxable Income:** QSP acknowledges that receipt of any incentive pursuant to these Terms and Conditions or the Program may result in taxable income to the QSP. QSP is solely responsible for payment and reporting with respect to QSP's taxes. QSP should consult its own tax advisor with respect to the tax treatment of incentives provided pursuant to 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.
- 18. Fraud:** 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 by SRP, in its sole discretion, to have been acquired on the basis of inaccurate or fraudulent information must be returned to SRP. Any QSP found to be engaged in fraudulent activity or misrepresentation of any kind will be removed from the 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. SRP, Program Administrator and their agents shall not be liable for any incentives if QSP has provided incorrect information about the amount or conditions associated with receiving such incentive, or for incentive ineligibility resulting from equipment that is mislabeled or misrepresented by the QSP.
- 19. Indemnification:** QSP shall defend, protect, indemnify and hold harmless SRP, Program Administrator and their directors, employees, 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 Program or these General Terms and Conditions; 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 negligence or willful misconduct.
- 20. Limitation of Liability:** To the fullest extent allowed by law, SRP and Nexant'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, and their contractors, officers, directors, employees, and agents shall not be liable to QSP or any other party for any other obligation. Notwithstanding any other provision of these Terms and Conditions 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.
- 21. Governing Law:** Any claim, controversy, or other dispute arising out of or relating to QSP's participation in the Program or its agreement, its interpretation or enforcement, or any transaction or relationship resulting from it shall be governed by and construed in accordance with the laws of the state of Arizona without regard to conflicts of law principles.

- 22. **Program Year and Program Changes:** Funds are limited and Program applications are accepted on a first-come, first-serve basis. The Program is effective from May1 through April 30 of the subsequent year (“Program Year”). SRP reserves the right to cancel the Program by providing notice to QSP at the primary contact email provided below. If Program funding is exhausted in a given Program Year or a Program is cancelled, only projects which have received a written pre-approval will be considered for payment of incentives. SRP reserves the right to modify, update, and amend the terms and conditions of the Program, including but not limited to making adjustments to incentive amounts, qualifying measures, and changing Program terms and conditions, by providing notice to QSP the primary contact email provided below. Material changes will only be effective if QSP communicates its assent directly or indirectly by the acceptance of a payment or other Program benefits or by failing to terminate its Agreement within ten (10) business days of its receipt of notice of the proposed amendment, update or modification. Pre-approved applications, for which the applicant has completed all Program requirements, will be processed to completion under the terms and conditions in effect at the time of the pre-approval by SRP.
- 23. **Term and Termination:** This Agreement is effective on the date stated in the approval notice to the QSP and shall continue in effect unless terminated earlier in compliance with this section. The QSP may terminate its agreement discontinuing its participation as a QSP for the Program by providing Program Administrator with thirty (30) days prior written notice. SRP may terminate the QSP’s agreement and its participation in the Program at any time by written notice to QSP’s primary contact, with or without cause, 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. SRP reserves the right to extend a removal decision to any entities in common ownership with the removed QSP. The following sections shall survive the termination of the agreement and these Terms and Conditions and remain in full force and effect: Sections 10-23.

QSP will be reviewed periodically for compliance with the Program requirements and failure to comply may result in removal from participation in the Program and termination of its QSP Agreement. 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.
- 24. **Entire Agreement:** These Terms and Conditions, including all attachments, constitute a complete statement of the terms and conditions applicable to QSPs participation in the Program, and supersede all prior representations or understandings, whether written or oral. SRP 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.

APPLICATION ACKNOWLEDGEMENT

By signing below, I certify that:

- 1. As the QSP Representative, I have the authority to bind the QSP to these Terms and Conditions.
- 2. I have read, understand, and agree to be bound by and comply with the Terms and Conditions set forth herein and the FY21 Custom and Retrocommissioning Business Solutions Program Manuals;
- 3. All information provided by the QSP in the SRP FY21 Custom and Retrocommissioning Programs QSP Application, including attachments, is accurate and complete, and the QSP will notify SRP immediately of any changes to the information.

QSP Company Name _____

QSP Representative
Signature _____

Printed Name _____

Title _____

SEND COMPLETED QSP AGREEMENTS TO:

SRP Business Solutions Program

3100 West Ray Road, Suite 230

Chandler, AZ 85226

Fax: (480) 345-7601

Email: savewithsrpbiz@srpnet.com