



Overview

SRP offers a range of energy efficiency opportunities to help non-residential customers save energy and money. The FY22 SRP Business Solutions Retrocommissioning Program (the "Program") promotes the installation and maintenance of low cost measures in commercial facilities. The Program offers participation to buildings with 15,000+ square feet of conditioned space. Qualified Service Providers ("QSPs") support the delivery of the Program to eligible facilities. The Building Tune-Up tract ("Program") of the SRP Business Solutions Retrocommissioning Program is available to customers primarily utilizing direct-expansion (DX) single-package unitary air-conditioning equipment.

Program participants are commercial facility owners or occupants. Eligible sites are commercial facilities with at least 15,000+ sq. ft. of conditioned space that are on an eligible SRP commercial or industrial price plan and have an ENERGY STAR® Portfolio Manager rating of 70 or less. If ENERGY STAR® Portfolio ratings are not applicable, facilities must have an Electrical Energy Intensity (EEI) 10% above the average principal building activity, building floor space, and annual consumption EEI, as found in the Commercial Buildings Energy Consumption Survey (CBECS) 2012 for the western region. The FY22 Business Solutions Retrocommissioning Program Manual outlines additional eligibility requirements.

Detailed information about the Program, eligibility requirements, and the roles and responsibilities for Contractors supporting this Program is provided in the FY22 SRP Business Solutions Retrocommissioning Program Manual. Additional information about this and other energy efficiency rebate programs available to SRP's non-residential electric customers is also available at www.savewithsrpbiz.com.

This Participation Agreement (the "Agreement") outlines the terms and conditions for firms approved to act in the capacity of QSP for the Building Tune-up tract under the FY22 SRP Business Solutions Retrocommissioning Program.

Rebate amounts for qualifying services provided to eligible participants in the Building Tune-up tract of the FY22 Business Solutions Retrocommissioning Program will be paid to the QSP upon submittal and SRP's sole acceptance of all required program documentation according to the schedule shown below, subject to all program eligibility requirements and terms and conditions.

Unit Size	Rebate per Unit
1 to ≤ 15 ton	\$270
> 15 to ≤ 25 ton	\$450
> 25 ton	\$600

QSP Contact Information

Legal company name

Legal mailing address City State Zip

Contact name Contact phone number Contact fax number Contact Email

Contractor license #(s) Tax commission #(s)



Summary of QSP Responsibilities

In the context of providing support to the Building Tune-up tract of the FY22 SRP Business Solutions Retrocommissioning Program, QSPs must:

- Support the identification, outreach, and solicitation of potential program participants
- Contact customers within five (5) business days of notification of application acceptance from SRP to schedule the on-site services
- Identify possible low-cost energy efficiency improvements that would result in energy, demand and cost savings from the following list of eligible measures
 - Adjust HVAC and lighting equipment operating schedules
 - Adjust air-side economizer operation
 - Repair air-side economizer sensors
 - Repair air-side economizer damper actuators
 - Add D/X outside-air lockout controls
 - Adjust the minimum outside air intake percentage
- Implement eligible measures (limited to the total amount paid for services)
- Collect pertinent data for identified measures for use in energy analysis and verification and submit to the Program Administrator using the required submittal mechanism
- Submit copies of all customer invoices and proof of payment
- Represent SRP and its energy efficiency programs, including the vendor-neutral aspects, in an accurate, positive and professional manner
- Maintain working knowledge of current SRP energy efficiency programs, including customer and equipment eligibility, customer screening, customer analysis needs, implementation requirements, and incorporate standard program language as required in all written materials
- Treat designated information as confidential
- Understand, support and participate in the program evaluation process
- Participate, as needed, in regular training and review meetings with SRP

Further responsibilities for QSPs are outlined in the remainder of this agreement and its attachments.

FY22 SRP Business Solutions Retrocommissioning Contractor Terms and Conditions

These Building Tune-Up QSP Terms and Conditions (“Terms and Conditions”) set forth the terms and conditions governing qualified service providers (“QSPs”) approved to participate in and provide services to customers participating in the Building Tune-Up tract (“Program”) of the SRP Business Solutions Retrocommissioning Program. By accepting these Terms and Conditions, the company identified in the Acceptance of Terms section below 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 SRP Building Tune-Up QSP Participation Application (“Application”) and Agreement, provide all requested documentation and meet all application requirements as described in this document. Program Administrator, in coordination with SRP, will review 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 notifying the Program Administrator. 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. **Program Manual:** 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 Retrocommissioning Program Manual ("Program 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 May 1 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 8-24.

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 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.

Acceptance of Terms & Conditions

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 FY22 Retrocommissioning Business Solutions Program Manual;

All information provided by the QSP in this Agreement, 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: _____

Date: _____

Printed name: _____

Title: _____