



SRP BUSINESS SOLUTIONS NEW CONSTRUCTION PROGRAM QSP APPLICATION

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. Approved QSPs will become a part of the pool of qualified individuals/firms eligible to provide services under the SRP Business Solutions New Construction Program. Potential benefits to QSPs 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 web site, 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. The opportunity to participate in program training and receive mentoring and program support
4. 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, and training/seminars.

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

NEW CONSTRUCTION PROGRAM OVERVIEW

The SRP Business Solutions New Construction Program (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 eligible new construction projects.

The New Construction Program employs a whole building performance-based strategy that fosters an integrated design approach with the project's design team starting during the early stages of the building design. This process is supported via two distinct tracks under the program: 1) Enhanced Performance Track and 2) Expedited Track. Both of these tracks would involve integrated design processes. Guided by the results of the integrated design process, the design team (typically the owner, architect, lighting and HVAC engineers, and general contractor) are presented with multiple high efficiency design strategies and their associated economic impacts at key milestones throughout the design process. The New Construction Program is designed to be scalable for projects of varying size and flexible to grow with customer needs.

The Enhanced Performance Track will offer two types of Energy Design Assistance (EDA) service rebates, Energy Modeling and Lighting Design Services rebates. Projects participating in the Enhanced Performance Track would qualify to receive energy design assistance (EDA) services rebates as well as design team rebates funded by the program. Early involvement combined with the comprehensive interaction of key project stakeholders (EDA and design teams) afford the opportunity to cost-effectively evaluate and incorporate efficiency strategies while design components are still fluid. Under the Enhanced Performance Track, the qualifying buildings, except for new construction Multifamily buildings, will have $\geq 50,000$ square feet of conditioned floor space (new construction/renovation/additions). For Multifamily new construction projects to be eligible under the Enhanced Performance Track, a minimum of 20,000 square feet or more of conditioned floor area will be required.

EDA service rebates and design team rebates are not available for projects participating under the Expedited Track. The Expedited Track path is suited 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 New Construction Program will assist interested SRP customers to achieve higher level energy efficiency towards green building certification, such as the US Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED) Building Design and Construction (BD+C), by providing modeling and technical support necessary to maximize Energy and Atmosphere (EA) credits.

For new construction projects that do not lend themselves to a comprehensive whole building approach, SRP offers equipment rebates through the SRP Business Solutions Standard Program or SRP Business Solutions Custom Programs. For more information on both programs, please visit www.savewithsrpbiz.com.

QSP SELECTION CRITERIA

SRP will evaluate QSP applicants based on the firms' qualifications, experience and ability to meet the requirements of the program. Selection as a QSP does not guarantee any minimum level of work. The selection criteria for QSPs may include, but not necessarily be limited to:

- Demonstrated level of individual and company experience in determining and recommending energy efficiency measures (EEMs) to be implemented in the design of new construction building projects
- Demonstrated level of individual and company experience in the use of an energy simulation program consistent with the approved list as provided in Section G2 of Appendix G of ASHRAE Standard 90.1-2013
- Demonstrated level of individual and company familiarity with the modeling methodologies provided in ASHRAE Standard 90.1-2013, Appendix G
- Ability to provide lighting design services as part of the overall Energy Design Assistance (EDA) services. The qualified lighting designer must have at least one of the following: Certified Lighting Efficiency Professional (CLEP); International Association of Lighting Designers (IALD) sponsored Certified Lighting Designer (CLD) certification; Lighting Certified (LC) issued by National Council on Qualifications for Lighting Professions
- Experience in reviewing construction documents (CDs) for verification of the inclusion of selected EEMs
- Experience in performing site inspections for verification of the installation and operation of EEMs
- Ability to develop reports, lead technical discussions and develop commissioning plans

Emphasis will be placed on the qualifications and experience of the key individual(s) identified to perform the work. QSPs will not be allowed to assign work to staff members not identified in the QSP application without the expressed written consent of the Program Administrator.

POTENTIAL QSP EDA SERVICES ACTIVITIES

In the context of providing EDA services support to SRP's commercial and industrial customers under the Business Solutions New Construction Program, selected QSPs may need to:

- Identify and recommend EEMs to be implemented in the design of new construction building projects
- Use of an energy simulation program consistent with the the approved list as provided in Section G2 of the Appendix G of ASHRAE Standard 90.1-2013
- Implementing energy modeling methodologies provided in ASHRAE Standard 90.1-2013, Appendix G
- Reviewing construction documents (CDs) for verification of the inclusion of selected EEMs
- Developing final deliverables, leading technical discussions and developing commissioning plans
- Verify and determine reasonable and necessary costs of measure implementation
- Prepare and present, as required, economic justification calculations, including simple paybacks, internal rate of return, discounted cash flow and net present value
- Perform final inspections of installed EEMs including re-calculations of energy savings based on the results of the calibrated energy model as per occupied building's utility usage data
- 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

QSP APPLICANT CONTACT INFORMATION

Please complete the following information:

Business name: _____

Contact name: _____ Title: _____

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

Phone: _____ Fax: _____ E-mail: _____

Web site: _____

Preferred correspondence: Fax Email

BUSINESS INFORMATION

Provide a general description of your business.

Describe your firm’s experience with LEED (or similar high performing sustainable building certification) related energy modeling projects.

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 cost-effectively provide design assistance services, energy simulation modeling and attend meetings within SRP’s service territory over an extended period of time?

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

Describe any maintenance and/or service contracts offered by your firm.

Company Information

Percentage of overall business revenue devoted to energy simulation modeling services: _____

Percentage of overall business revenue devoted to professional design including lighting design services: _____

Percentage of overall business revenue devoted to equipment and/or control system sales and installation: _____

How long has your firm provided energy simulation modeling services: _____

Average number of energy simulation modeling projects performed each year: _____

Average number of lighting simulation and design projects performed each year: _____

TECHNICAL APPROACH

Describe your firm's general approach to identify and recommend energy efficiency measures (EEMs) to project design teams.

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

Describe your firm's general approach to providing schedule or deliverable guarantees and ensuring schedule compliance.

Indicate the software regularly used by your firm to perform energy simulation modeling that is consistent with the guidelines provided in Appendix G of ASHRAE Standard 90.1-2013.

Describe your firm's level of experience with the modeling methodologies described in Appendix G of ASHRAE Standard 90.1-2013.

Describe your firm's level of experience in reviewing final construction documents (CDs) to verify the inclusion of selected EEMs in final design energy simulation models and deliverables.

Describe your firm's level of experience in developing and performing building commissioning and equipment start-up plans.

Describe your firm's level of experience in developing and performing lighting system functional testing and commissioning plans.

Describe your firm's level of experience in verifying energy savings and the operation of installed EEMs.

Describe your firm's general approach to assess and check EEM installation costs for accuracy and reasonableness in the project design stage.

KEY PERSONNEL #1

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

Complete this section for each key personnel that will be assigned to this 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 personnel – add additional pages as necessary for additional individuals.

Name: _____
Title: _____
Office Location: _____
Email: _____
Phone Number: _____
Education: _____
Certification(s): _____
Years with Firm: _____
Years of Energy Modeling Experience: _____
Number of Energy Modeling projects developed according to Appendix G of ASHRAE 90.1-2013: _____

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

_____ Packaged or split system HVAC	_____ Envelope
_____ Chillers	_____ Fire/life safety
_____ Thermal energy storage	_____ Plumbing
_____ Boilers	_____ Telecommunications
_____ Energy management systems	_____ Commercial refrigeration
_____ Variable frequency drives	_____ Industrial processing
_____ Lighting controls	_____ Compressed air
_____ Daylighting	_____ Other
_____ Electrical systems, general	_____ Other
_____ Electrical systems, emergency power	_____ Other _____

Please indicate what level of experience the person identified above has in providing energy simulation modeling and energy efficiency design assistance services for the facility types listed below (1 = none; 2 = some; 3 = extensive):

_____ Office	_____ Lodging, Hotel/
_____ Grocery/Food	_____ Motel Hospital
_____ Retail	_____ Warehouse
_____ Industrial	_____ Other
_____ Education	_____ Other _____

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

- | | | | |
|-------|--|-------|--|
| _____ | Leading technical discussions | _____ | Conducting on-site inspections |
| _____ | Identifying energy efficiency measures | _____ | Reviewing construction documents |
| _____ | Determining measure costs | _____ | Development of final reports/deliverables |
| _____ | Calculating energy and demand savings | _____ | Energy model calibration to utility billing data |
| _____ | Development of commissioning plans | | |

Complete the table below summarizing three recent projects in which the individual identified above has provided energy efficiency design assistance and energy simulation modeling. 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 (sq. ft.):			
Project type:			
Project location:			
Project cost:			
Project contact name:			
Project contact title:			
Project contact phone:			
Project contact email:			
Systems investigated:			
Energy savings:			
Demand savings:			
Role of individual (1 =none, 2 =some, 3=lead performer)			
	PROJECT ONE	PROJECT TWO	PROJECT THREE
Identifying energy efficiency measures:			
Development of energy simulation model:			
Calculating energy & demand savings:			
Determining measure costs:			
Reviewing final construction documents:			
Development of commissioning plan:			
Conducting on-site investigation:			
Development of final report/deliverable:			
Managing overall project:			

KEY PERSONNEL #2 (OPTIONAL)

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

Complete this section for each key personnel that will be assigned to this 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 a second key performer if applicable (no requirement to add more than one, as one is sufficient to perform projects) – add additional pages as necessary for additional individuals.

Name: _____
Title: _____
Office Location: _____
Email: _____
Phone Number: _____
Education: _____
Certification(s): _____
Years with Firm: _____
Years of Energy Modeling Experience: _____
Number of Energy Modeling projects developed according to Appendix G of ASHRAE 90.1-2013: _____

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

_____ Packaged or split system HVAC	_____ Envelope
_____ Chillers	_____ Fire/life safety
_____ Thermal energy storage	_____ Plumbing
_____ Boilers	_____ Telecommunications
_____ Energy management systems	_____ Commercial refrigeration
_____ Variable frequency drives	_____ Industrial processing
_____ Lighting controls	_____ Compressed air
_____ Daylighting	_____ Other
_____ Electrical systems, general	_____ Other
_____ Electrical systems, emergency power	_____ Other _____

Please indicate what level of experience the person identified above has in providing energy simulation modeling and energy efficiency design assistance services for the facility types listed below (1 = none; 2 = some; 3 = extensive):

_____ Office	_____ Lodging, Hotel/
_____ Grocery/Food	_____ Motel Hospital
_____ Retail	_____ Warehouse
_____ Industrial	_____ Other
_____ Education	_____ Other _____

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

- | | | | |
|-------|---|-------|--|
| _____ | Leading technical discussions Identifying | _____ | Conducting on-site inspections |
| _____ | energy efficiency measures | _____ | Reviewing construction documents |
| _____ | Determining measure costs | _____ | Development of final reports/deliverables |
| _____ | Calculating energy and demand savings | _____ | Energy model calibration to utility billing data |
| _____ | Development of commissioning plans | | |

Complete the table below summarizing three recent projects in which the individual identified above has provided energy efficiency design assistance and energy simulation modeling. 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 (sq. ft.):			
Project type:			
Project location:			
Project cost:			
Project contact name:			
Project contact title:			
Project contact phone:			
Project contact email:			
Systems investigated:			
Energy savings:			
Demand savings:			
Role of individual (1 =none, 2 =some, 3=lead performer)			
	PROJECT ONE	PROJECT TWO	PROJECT THREE
Identifying energy efficiency measures:			
Development of energy simulation model:			
Calculating energy & demand savings:			
Determining measure costs:			
Reviewing final construction documents:			
Development of commissioning plan:			
Conducting on-site investigation:			
Development of final report/deliverable:			
Managing overall project:			

REFERENCES

Please list three customer references for past energy simulation modeling services provided by your company and the key individuals identified in your application that can be contacted as part of the application review process.

	Company name	Contact name	Contact phone	City	State
1.					
2.					
3.					
4.					

NEW CONSTRUCTION PROGRAM QSP TERMS AND CONDITIONS

1. These New Construction Program 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 New Construction Program (“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.
2. **Program Administrator:** SRP has contracted Resource Innovations. (“Resource Innovations” 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.
3. **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.
4. **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.
5. **QSP 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 New Construction 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.
6. **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.
7. **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. 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 licensor 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.
8. **Incentive Payments:** SRP will issue incentive payments under the Enhanced Performance Track for the delivery and satisfactory completion, in SRP’s sole opinion, of the 1) Preliminary Energy Analysis Report, 2) Preconstruction Energy Analysis Report and 3) Verification Report according to the payment schedule issued by SRP included in the written authorization to proceed issued to QSPs for each project. 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.
9. **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.

10. **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.
11. **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.
12. **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.
13. **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.
14. **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 Resource Innovations 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.
15. **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.
16. **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.

- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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 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.
- 21. Limitation of Liability:** To the fullest extent allowed by law, SRP and Resource Innovations' total liability, regardless of the number of claims, is limited to paying the approved Incentive in accordance with these Terms and Conditions, and SRP, Resource Innovations, 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 Resource Innovations, 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 Resource Innovations, and their agents, consultants, and subcontractors.
- 22. 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.
- 23. 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.

24. 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 11-24.

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 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.

25. 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 these New Construction QSP Terms and Conditions and the FY23 SRP New Construction QSP Training and Program Manuals;
3. All information provided to SRP by the QSP in the FY23 SRP New Construction QSP Application, including attachments, is true and correct and QSP will notify SRP and Program Administrator immediately of any changes.

QSP Company Name _____
QSP Representative _____
Signature _____ **Date** _____
Printed Name _____
Title _____

Ink signature or digital signature required. Contact a program representative if you would like the form sent to you so you can sign it digitally.

SEND COMPLETED QSP APPLICATIONS TO:
 SRP Business Solutions Program
 3100 West Ray Road, Suite 230
 Chandler, AZ 85226
 Fax: (480) 345-7601
 Email: savewithsrpbiz@srpnet.com