

BUSINESS SOLUTIONS: FY23 EQSP APPLICATION AND PARTICIPATION AGREEMENT

SRP's Electrification Qualified Service Provider (eQSP) Program trains and supports trade allies to help SRP customers convert their equipment or vehicles to electric. The Program provides valuable marketing resources, technical education and expertise to non-residential SRP customers for the purpose of supporting eQSP Participants. By applying to become an eQSP, successful applicants can enhance their business offerings for commercial and industrial customers. Other potential benefits available to an eQSP Participant may include:

1. Marketing materials to aid in the promotion and marketing of the SRP Electrification and Electric Vehicle Charging Program, at no charge.
2. eQSP Participant's contact information may be included on the SRP website, [savewithsrpbiz.com](http://www.savewithsrpbiz.com), where customers will be directed to locate an eQSP.
3. When opportunity exists, eQSP Participants will be informed of and assisted with additional cooperative marketing and promotion of the SRP electrification programs, such as advertising, newsletters, manufacturer promotions, and training/seminars.
4. eQSP Participant's may request to be paid to complete a customer assessment to determine the feasibility of converting equipment or vehicles to electric.
5. Qualify to receive dealer spiffs. The dollar amount depends on the technology and quantity.

To apply, please complete this eQSP Application and Participation Agreement (Agreement) and agree to the Terms and Conditions. Please allow two (2) weeks for processing and notification.

EQSP CONTACT INFORMATION

Please complete the following information as you would like it to appear on the SRP website, www.savewithsrpbiz.com.

Business Name:		
Contact Name:	Title:	
Address:		
City	State:	Zip:
Phone:	Fax:	
Email:		
Website:		

EQSP BUSINESS INFORMATION

Please complete the following questions pertaining to your business.

Arizona Transactional Privilege Tax # (TPT) (Unless your business is not required to have one):



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Business Type: Please describe your business type and attach supporting documents such as Licenses, Line Card or Certifications. (i.e., Engineer, P.E.; HVAC Contractor, AZ Commercial C39; Material Handling Dealer, EV OEM, or Installer; Manufacturer's Rep, Line Card)

Do you currently self-identify your business as minority-owned, women-owned, service-disabled veteran-owned, and/or an emerging small, disadvantaged business? Yes or No _____

- Self-identified minority and women owned firms (M/WBE) must be at least 51% owned and controlled by women and/or minorities.
- Self-identified service-disabled veteran owned firms (SDV) must be at least 51% owned and controlled by one or more service-disabled veterans.
- Self-identified small, disadvantaged business enterprise (SDB/DBE) is a small business that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged.

Please attach 3 business/trade references to this application.

EQSP TERMS AND CONDITIONS

Salt River Project (SRP) makes available the SRP Electrification Qualified Service Provider (eQSP) Program (the Program) for qualifying trade allies to promote SRP's Electrification and/or Electric Vehicle Charging Programs. The Program provides eligible non-residential SRP customers rebates to facilitate the installation of equipment or vehicles powered by electricity at an SRP customer facility. Approved eQSP Participants will receive the following Program services and support:

- a. Promotion on SRP's website where SRP customers are directed to locate an eQSP.
- b. The opportunity to participate in Program training.
- c. Mentoring in the field and by email and phone.
- d. Access to Program marketing materials.
- e. Access to dealer spiffs.
- f. Qualify to request to be paid to complete a customer assessment to determine the feasibility of converting customer's equipment or vehicle to electric.

This Electrification and Electric Vehicle Charging eQSP Application and Participation Agreement (Agreement) sets out the terms governing the eQSP Participant's requirements for participating in the Program in the context of providing support for the Program. By entering into this Agreement, eQSP Participant, whose signature is below, is agreeing to comply with and be bound by these Terms and Conditions.

1. As an approved eQSP Participant for the Program, eQSP Participant shall provide the "Program Services" to eligible SRP customers which include:
 - a. Support and assistance in the identification of electrification opportunities available to customers within the Program.
 - b. Distribution of marketing materials and assistance in completing Program related documents including the SRP Electrification and/or Electric Vehicle Charging Program Manuals incorporated herein by reference, catalogs, applications, and other applicable program documentation as provided by SRP or ICF Resources, LLC. (ICF) and available on SRP's website (collectively "Program Materials").



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2. SRP has contracted ICF to act as the Program Administrator and authorizes ICF to administer the Program including such activities, but not limited to; review, processing, and approval of customer and eQSP Participant applications; qualifying and training of eQSP Participants, pre and post inspections of customer facilities and project information requests from customer; measurement and verification activities; and issuing rebate checks.
3. SRP may provide SRP customers the eQSP Participant's contact information and publicize such information on the SRP website, savewithsrpbiz.com. The eQSP Participant authorizes such use of eQSP Participant's information. Participation in the Program does not guarantee an eQSP Participant will receive any customer referrals.
4. eQSP Participant authorizes SRP and ICF to contact the references provided in the References section and agrees to provide SRP or ICF with any information necessary to process eQSP Participant's application.
5. The eQSP Participant shall read and comply with the Program Materials to fully understand available SRP programs and program qualifications, requirements, the participation process, and rebate opportunities. eQSP Participant acknowledges that it has reviewed the Program related material and this document and agrees to comply with all Program requirements, standards and conduct and eligibility concerns as interpreted by the Program.
6. The eQSP Participant will accurately inform SRP's customers of Electrification and/or Electric Vehicle Charging Program eligibility requirements, participation steps, and rebate opportunities. The eQSP Participant agrees to fully understand available rebate programs including qualifying products, rebate amounts, and eligibility requirements. eQSP Participant will participate in SRP sponsored training and/or seminars pertinent to the program procedures and requirements, and display point-of-purchase material for qualified products, rebate amounts and eligibility requirements. Participation in the Program does not guarantee an eQSP Participant will receive any referrals under this agreement.
7. The eQSP Participant will aid in the customer rebate application process by accurately answering questions and directing customer to the current rebate forms, customer service support at (602) 236-3065, etechrebates@srpnet.com and/or to savewithsrpbiz.com/ev or savewithsrpbiz.com/etech. The eQSP Participant will not use SRP's corporate name, logo, identity, or any affiliation on any eQSP Participant marketing or other materials (printed copy or electronic) for any reason, including, without limitation, soliciting customers, without SRP's prior written consent. eQSP Participant shall not knowingly misrepresent any information concerning the Program or Program Materials or its role in the Program or its relationship with SRP. eQSP Participant understands that participation in the Program does not constitute an endorsement of any kind on the part of SRP. eQSP Participant shall not state or imply any such endorsement, either directly or indirectly, to any customer or third party. eQSP Participant shall properly represent the relationship of the eQSP Participant to SRP and identify itself as an independent contractor. Neither the eQSP Participant, nor any eQSP Participant employee(s) shall be considered, for any purpose, to be an employee, agent, partner, or representative of SRP and neither shall have any power or right to bind SRP to any obligation, or act on behalf of or in the name of SRP in dealing with customers or third parties. The parties will not exercise any control or supervision of each other or be responsible for each other in the performance of any service.
8. 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. All funds determined to have been acquired because of inaccurate or fraudulent information must be returned to SRP. Any eQSP Participant found to be engaged in any fraudulent activity or misrepresentation of any kind shall 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.
9. eQSP Participant may choose, at its own discretion and independent from the Program Services, to provide installation and/or implementation services to SRP customers for equipment and products for which rebates are offered under the Program. eQSP Participant shall contract directly with customers for any such services and shall comply in all its operations (and cause all subcontractors to comply) with all applicable laws, rules, regulations, and orders of governmental authorities having jurisdiction. eQSP Participant shall be solely responsible for the obligations agreed to because of any customer contracts for installation or implementation services.
10. eQSP Participant performing installation or implementation of Program related equipment and products shall cooperate with SRP and ICF in obtaining compliance with any warranties and guarantees from related third parties



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and during inspections of work performed in connection with this Agreement and the Program.

11. eQSP Participant, at its own expense, shall retain all necessary licensures, permits, certifications, training, liability insurance and other requirements deemed necessary by state law and the Program policies and guidelines. eQSP Participant will provide SRP or ICF such documentation, upon request.
12. eQSP Participant 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. eQSP Participant shall be responsible to pay all subcontractors for their respective work on each project. eQSP Participant shall cause any subcontractor performing services related to this Program to comply with the Program requirements.
 - i. All vendor documents relating to the Program, or this Agreement are considered "Program Materials," and shall be made available and supplied to SRP and ICF, upon request. SRP, or its designee, shall be afforded access to, and allowed to make copies of all eQSP Participant's calculations, records, correspondence, invoices, receipts, vouchers, agreements, memoranda, equipment specifications, and similar data or documentation that, in SRP's judgment, relate to the Program.
 - ii. eQSP Participant shall make such requested documentation available to SRP, or its designee, at the eQSP Participant's regular place of business during normal working hours or provide it to SRP in a reasonable alternative manner as may be requested by SRP. eQSP Participant shall preserve all such documentation relating to the Program or this Agreement for a period of three (3) years after the final rebate payment, or longer where required by law.
13. The eQSP Participant will recycle or dispose of old equipment and components resulting from the installation of energy- efficient equipment in accordance with applicable statutes, regulations, ordinances, codes, and accepted industry standards.
14. SRP and its agents shall not be liable for any SRP customer rebates if eQSP Participant has provided incorrect information about the amount or conditions associated with receiving such rebate, or for rebate ineligibility resulting from equipment that is mislabeled or misrepresented by the eQSP Participant. SRP and its agents will not be responsible for any tax liability imposed on the customer because of the payment of rebates.
15. Notwithstanding any other provision of this Agreement to the contrary, in no event shall SRP or ICF, 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. eQSP Participant waives any claims it might have against SRP and ICF and their agents, consultants, and subcontractors.
16. eQSP Participant shall defend, protect, indemnify and hold harmless SRP, ICF and their respective board members, officers, directors, managers, associates, related firms and entities, employees, servants, contractors, and agents (collectively, the "Indemnified Parties") against all claims, losses, expenses, damages, demands, judgments, causes of action, suits, costs (including attorney's fees and expenses) and liability of every kind and character whatsoever (claims) arising out of or incident to, or related in any way to, directly or indirectly, participation in the eQSP program or to this Agreement; provided however, that eQSP Participant shall not be required to indemnify and hold harmless any Indemnified Party against claims adjudicated to have been caused by an Indemnified Party's gross negligence or willful misconduct.
17. These terms and conditions shall be governed by and construed in accordance with the laws of the state of the Program. The parties agree that the proper venue and jurisdiction for any cause of action relating to this Agreement will be the county where the Program is taking place.
18. SRP reserves the right to change or cancel the Program or its terms and conditions at any time without notice.
19. The eQSP Participant may terminate this Agreement discontinuing its participation in the Program by providing SRP with thirty (30) days prior written notice. SRP reserves the right, at sole discretion to terminate this Agreement for any reason, including, without limitation, if the eQSP Participant fails to comply with any program rules or guidelines; the



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eQSP Participant misrepresents SRP's programs to customers and/or other parties; or the eQSP Participant knowingly provides false or incorrect information to SRP, provided that Sections 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21 hereof will survive the termination of this Agreement and remain in full force and effect.

20. SRP shall review eQSP Participant's program status on an annual basis. SRP reserves the right to terminate this Agreement if, upon such annual review, SRP determines at its sole discretion that (1) eQSP Participant has not completed at least one (1) project installation in the past twelve (12) months, (2) eQSP Participant has not submitted at least one (1) valid new project in the past twelve (12) months, (3) eQSP Participant does not have at least one (1) active project as of May 1st of the current program year, or (4) eQSP Participant does not attend mandatory program events or annual trainings.
21. eQSP Participants who are removed for any of these reasons may reapply for participation twelve (12) months after effective date of removal from the eQSP Participant network.
22. The terms set forth herein, including all incorporated references, constitute a complete statement of the Agreement applicable to this Program, and supersede all prior representations or understandings, whether written or oral. SRP and ICF 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.

EQSP PARTICIPANT AGREEMENT ACCEPTANCE

Under penalties of perjury, I hereby certify that:

- As the eQSP Participant Representative, I have the authority to bind the eQSP Participant Company to the terms of this Agreement.
- The information provided is accurate and true and I will notify SRP and ICF immediately of any changes to the information.
- I have read, understand, and agree to be bound by and comply with the Terms and Conditions set forth herein.

eQSP Participant Name: _____

eQSP Participant
Representative Signature: _____

Date: _____

Printed Name: _____

Title: _____

Send Completed Agreement to:

etechrebates@srpnet.com

(602) 236-3065

[savewithsrpbiz.com/ev](https://www.srpnet.com/ev)

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