



El Paso Electric Solar PV Pilot Program

Service Provider Information Form Program Year 2012, Version 20111013

Use this form to register as a Service Provider eligible to request incentives the El Paso Electric PV incentive program in Texas managed by Frontier Associates. This form must be used with the latest version of Adobe Reader (available at <http://get.adobe.com/reader>). Submit this form electronically to pvapps@frontierassoc.com with "SPIF – [CONTRACTOR NAME]" in the subject line. Please send application materials as one package, not in separate emails, unless directed to do so by program staff. Due to the high volume of applications being processed, application materials received separately may cause your application to be delayed or deemed incomplete. If you need to fax a copy of the signed signature page only, send it to (512) 669-5624. For questions please contact the Program Manager.

1. Company Information

Company Name: _____

Address Line 1: _____

Address Line 2: _____

City: _____ State: _____ ZIP Code: _____

Website: _____

Tax ID#: _____ W-9
attached

TECL# or Master Electrician License # (if applicable): _____

Insurance company name: _____

Policy #: _____ Exp. Date: _____ Attached

(Service provider must carry liability coverage in the amount shown in the Program Guidebook.)

2. Primary Contact Information (the company's primary point of contact with program administrative staff)

Primary Contact Name: _____

First

MI

Last

Office Phone: _____ Mobile Phone: _____ Office Fax: _____

E-mail Address: _____

3. Public Contact Information (information we will publish on the program website)

Office Phone: _____

Email Address: _____

Website: _____

4. Program Eligibility

Please note that these requirements are subject to change in successive program years. Service Providers will be expected to demonstrate progress toward higher listed eligibility requirements in each program year through completion of high-quality installations, successful completion of continuing education and training, and by obtaining industry certification and licensing credentials.

- a. Applicant agrees that only licensed electrical contractors & electricians will offer, perform, and permit all electrical work in accordance with applicable state and local requirements (see the Texas Department of Licensing and Regulation's website at <http://www.license.state.tx.us/> for more information);

[redacted] (initials)

- b. Applicant has read the Program Guidebook and understands that it is the Applicant's responsibility to comply with all Program requirements, processes, policies and guidelines.

[redacted] (initials)

- c. Applicant carries liability insurance with the following coverages:

- 1) Commercial general liability coverage of with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate; and,
- 2) Bodily Injury and Property Damage/\$1,000,000 General Aggregate.

Certificate of Insurance is attached.

- d. Applicant must demonstrate program qualifications through one of the qualification tracks listed below (1) for licensed Texas Electric Contractors, 2) for all other companies). Provide documentation supporting the highest listed qualification.

- 1) The applicant **is** a licensed Texas Electric Contractor,

Copy of Texas Electrical Contractor/Master Electrician license is attached.

License #: [redacted]

and:

Employs at least one full-time regionally-based employee who is currently certified by the North American Board of Certified Energy Practitioners (NABCEP) as a PV Installer. Note: this is the NABCEP PV Installer certification, not the entry level certification also offered by NABCEP. (Attach NABCEP certification.)

or,

Employs at least one full-time regionally-based employee who has been determined by NABCEP to be eligible to sit for the NABCEP PV Installer exam, Please see www.nabcep.org for more details on eligibility requirements. (Attach written notification from NABCEP of eligibility to sit for the exam.)

or,

Employs at least one full-time regionally-based employee who completed at least 40 hours of PV installation training provided by a third party (attach certificate showing 40 hours of PV installation training).

- 2) The applicant **is not** a licensed Texas Electric Contractor and:

Employs at least one full-time Texas-based employee who is currently certified by the North American Board of Certified Energy Practitioners (NABCEP) as a PV Installer. Note: this is the NABCEP PV Installer certification, not the entry level certification also offered by NABCEP. (Attach NABCEP certification.)

Additional information on program eligibility:

- Alternative qualifications may be accepted at the program manager's discretion if there are an insufficient number of local installers enrolled in a program or region, as determined by the program manager.

- All new Service Providers may be required to work through a probationary period prior to being listed on the program website. The probationary period will end and the Service Provider will be listed on the program website only after the Service Provider has completed at least one installation and passed the program inspection on the first attempt. Service Providers may be removed from the program if they do not complete at least one project in each program year.
- Please note that it is the intention of the Program Manager to encourage NABCEP PV Installer certification or an equivalent professional certification, and to require full compliance with all Texas electrical licensing requirements, by all Service Providers participating in the program.
- In order to maintain eligibility to participate in the program, Service Providers must also meet ongoing quality control/quality assurance requirements detailed in Section 5 of the program guidebook.

5. Acceptance of Terms

Please read the terms of the Participation Agreement below and sign the final page.

PARTICIPATION AGREEMENT FOR SERVICE PROVIDER PARTICIPATION

In order to participate in the El Paso Electric Solar PV Program managed by Frontier Associates (“the Program”), a Service Provider (as named and listed at the end of this agreement) must submit this executed Participation Agreement document along with a completed Service Provider Information Form. The Service Provider is participating in the Program implemented by Frontier Associates (“Implementer”). Frontier Associates is the Program Implementer of the Program.

As a Service Provider participant for the Program, Service Provider hereby agrees to the following:

- The specific roles, responsibilities, requirements, policies and guidelines of the Program are set forth in the Program Guidebook which is incorporated in this Participation Agreement by reference as if fully set forth. Service Provider acknowledges receipt of the Program Guidebook and agrees to comply with all of its terms and conditions.
- Service Provider is an independent contractor in relation to Implementer and El Paso Electric, and is voluntarily participating in the Program to deliver services directly to El Paso Electric’s customers who are participating in the Program. As such, Service Provider shall not be deemed a partner, agent or employee of Implementer or Sponsor for any purpose. Service Provider will pay all of its administrative, overhead and other costs; including withholding taxes, social security, unemployment, disability, health, worker’s compensation or other insurance coverage.
- Service provider will, at its sole expense, purchase and maintain, and require its subcontractors to purchase and maintain, during the term of this Participation Agreement, insurance policies with substantial and sound insurers, having coverage of the types and in the amounts specified in the Program Guidebook provided to the Service Provider prior to the execution of this Participation Agreement.
- Service Provider shall not knowingly misrepresent any information concerning the Program, its purpose, policies and procedures, or their role in the Program or relationship with the Implementer or the Sponsor.
- Service Provider shall not use Implementer or Sponsor trademarks without written approval by Sponsor.
- Service Provider shall not communicate with the media about the Program without written authorization and coordination with Implementer and Sponsor.
- Service Provider understands that participation in the Program does not constitute an endorsement of any kind on the part of the Implementer or Sponsor. Service Provider shall not state or imply any such endorsement, either directly or indirectly.
- Service Provider shall not mislead Sponsor’s customers about the availability of incentives or misrepresent its role in the incentive award process. Only the Implementer can approve or reallocate incentives on behalf of the Sponsor.

- Service Provider acknowledges that incentives will only be paid to customers by the Sponsor for energy efficiency and/or energy generation measures that: 1) meet the program eligibility requirements outlined in the Solar PV Pilot Program Guidebook, 2) are installed in project sites that receive delivery of electricity from the Sponsor as described in the program guidebook; and 3) are installed at a project site that has not received incentives from any other of the El Paso Electric's energy efficiency programs for the same measure(s). Service Provider understands that Sponsor may withhold incentive payments committed to the customer and/or Service Provider if the project site is proven to not receive electric service from El Paso Electric.
- Service Provider shall submit all necessary data and support documentation outlined in the Program materials in order to initiate incentive payments to customer for the installation of energy efficiency and/or energy generating measures.
- Service Provider shall retain all necessary licensures, certification, training, and other requirements as deemed necessary by state law and the Program policies and guidelines and all relevant documentation pertaining to the installation of the energy efficiency and/or energy generation measures and will provide immediate access to such documentation to Implementer or El Paso Electric upon request. This includes but is not limited to appropriate liability insurance, permits, licensure, or certification information, installed equipment model and serial numbers, etc.
- Service Provider understands that the Implementer reserves the right to terminate this Participation Agreement at any time for cause of the Service Provider's non-compliance with Program Guidelines or state laws or this Participation Agreement. In the event of termination of the Participation Agreement for non-compliance, Service Provider will be notified of such termination in writing, and Service Provider will be allowed 30 days from the date of the notification to submit any remaining documentation for qualifying energy efficiency and/or energy generation measures that have previously been installed by the Service Provider.
- Service Provider acknowledges that Implementer reserves the right to terminate the Participation Agreement, or modify this Participation Agreement at any time at will, without prior notice, or to modify or terminate this Participation Agreement as may be required by governmental regulatory action; provided, however, if this Participation Agreement is modified the Service Provider shall have the right to terminate the Participation Agreement if the modified Participation Agreement is unacceptable to the Service Provider.
- Service Provider acknowledges that the Implementer is an independent contractor with respect to El Paso Electric and the Program, and that beyond reserving incentive funds, Implementer is not authorized to make representations or incur obligations on behalf of El Paso Electric. Service Provider further acknowledges that El Paso Electric is not a party to this Participation Agreement and that Implementer and Service Provider are solely responsible for performance hereunder.
- Service Provider acknowledges that El Paso Electric makes no express warranty or representation regarding the qualifications of Implementer.
- Service Provider agrees and warrants that its employees, agents and representatives will perform the services in accordance with high professional standards, and with a level of care, skill, knowledge and judgment required or reasonably expected of firms or persons performing comparable services, and in strict accordance with this Participation Agreement.
- ANY REVIEW, INSPECTION, OR ACCEPTANCE BY EL PASO ELECTRIC OF THE PROJECT SITE OR OF THE DESIGN, CONSTRUCTION, INSTALLATION, OPERATION OR MAINTENANCE OF ANY ENERGY EFFICIENCY MEASURE AND/OR ENERGY GENERATION MEASURE(S) BY THE IMPLEMENTER OR EL PASO ELECTRIC IS SOLELY FOR THE INFORMATION OF EL PASO ELECTRIC AND THAT, IN PERFORMING ANY SUCH INSPECTION OR REVIEW OR IN ACCEPTING AN ENERGY EFFICIENCY MEASURE AND/OR ENERGY GENERATION MEASURE(S) EL PASO ELECTRIC MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO THE ECONOMIC OR TECHNICAL FEASIBILITY, CAPABILITY, SAFETY, OR RELIABILITY OF THE ENERGY EFFICIENCY MEASURE AND/OR ENERGY GENERATION MEASURE(S) OR ITS INSTALLATION BY THE SERVICE PROVIDER.
- SERVICE PROVIDER SHALL DEFEND, PROTECT, INDEMNIFY, AND HOLD HARMLESS EL PASO ELECTRIC, ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, AND EACH OF THEIR

PARENTS AND AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, EXPENSES, ATTORNEYS' FEES, DAMAGES, DEMANDS, JUDGMENTS, CAUSES OF ACTION, SUITS, AND LIABILITY IN TORT, CONTRACT, OR ANY OTHER BASIS AND OF EVERY KIND AND CHARACTER WHATSOEVER (HEREINAFTER REFERRED TO AS "CLAIMS") ARISING OUT OF SERVICE PROVIDERS ACTS OR OMISSIONS INCIDENT TO OR RELATED IN ANY WAY TO, DIRECTLY OR INDIRECTLY, THIS AGREEMENT AND/OR THE PROGRAM; PROVIDED, HOWEVER, SERVICE PROVIDER SHALL NOT BE REQUIRED TO INDEMNIFY ANY MEMBER FOR ANY LIABILITY OF ANY MEMBER, AS TO SUCH CLAIMS, FOR OR WITH RESPECT TO ANY PERCENTAGE OF FAULT OR RESPONSIBILITY FOUND BY THE FINDER OF FACT TO BE ATTRIBUTABLE TO ANY MEMBER. TO THE EXTENT NECESSARY TO PERMIT EL PASO ELECTRIC TO ENFORCE ANY TERM, CLAUSE, OR CONDITION OF THIS AGREEMENT OR ANY OTHER AGREEMENT SERVICE PROVIDER ENTERS INTO WITH EL PASO ELECTRIC RELATED TO THE PROGRAM, SERVICE PROVIDER ACKNOWLEDGES AND AGREES THAT WITH RESPECT TO ANY CLAIMS BROUGHT AGAINST EL PASO ELECTRIC, SERVICE PROVIDER WILL BE REQUIRED TO WAIVE AS TO EL PASO ELECTRIC ANY DEFENSE IT MAY HAVE BY VIRTUE OF THE WORKERS' COMPENSATION LAWS OF ANY STATE, TO THE EXTENT ALLOWED BY LAW.

- Service Provider will not assign any of the rights or responsibilities arising from this Participation Agreement to any individual or entity without first having obtained the written approval of El Paso Electric and Implementer.
- Service Provider will not subcontract for any of the services without the prior written approval of Implementer and only then upon terms and conditions as Implementer may require.
- This Participation Agreement shall be governed by and construed in accordance with the laws of the State of Texas, The parties agree that the proper venue and jurisdiction for any cause of action relating to this Participation Agreement will be Travis County, Texas, unless such cause of action is within the jurisdiction of the Public Utility Commission of Texas, in which case proper venue and jurisdiction will be at the PUCT.
- In no event shall Implementer or El Paso Electric be liable for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to this Participation Agreement, even if advised of the possibility of such damages.

Both parties acknowledge that they have read this Participation Agreement, understand it, and agree to be bound by its terms and further agree that it is the entire Participation Agreement between parties hereto which supersedes all prior understandings, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless it is contained in writing signed by both parties.

SERVICE PROVIDER

FRONTIER ASSOCIATES

Authorized

Representative:	<input type="text"/>	<input type="text"/>
Title:	<input type="text"/>	<input type="text"/>
Company:	<input type="text"/>	<input type="text"/>
Date:	<input type="text"/>	<input type="text"/>
Signature:	<input type="text"/>	<input type="text"/>