



Tucson Electric Power

2023 Trade Ally Agreement

Application Process

1. Submit the Application via email to:
TEPtradeally@FranklinEnergy.com.
2. Franklin Energy reviews the application, verifies the information provided, and contacts the listed references.
3. Applicant is notified of approval or if additional information is needed.

Upon verification of information, your company name and contact information will be added to the Tucson Electric Power Trade Ally Portal.

Company information provided on the application will be used for the listing.

FOR MORE INFORMATION OR TO SEE IF YOU ARE ELIGIBLE

Call us at **1-866-473-8761** or email us at TEPtradeally@FranklinEnergy.com

Franklin Energy is a Tucson Electric Power Energy Efficiency Programs authorized contractor responsible for implementing this program through December 31, 2023.



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Company Information

Are you submitting your application as a new Trade Ally or to provide updates to your current Trade Ally status?

☐ New Application ☐ Updating information on file

Tell Us About Your Business

(Business type, # of employees, years in business, etc.)

Which types of customers do you primarily serve?

After we receive your application, if there are other customer types or service offerings you can provide, please let us know.

☐ Agriculture ☐ Business ☐ Residential
☐ New Construction ☐ Multi-Family

Service Offerings

(Check all that apply)

☐ Air Conditioning

☐ Duct Sealing

☐ HVAC

☐ Motors and VFDs

☐ Lighting

☐ Refrigeration

☐ Insulation/weatherization

☐ Indoor Agriculture

☐ Building Automation Controls

☐ Compressed Air

☐ Home Energy Evaluation

☐ Water Heating and Plumbing

Business Type

(Check all that apply)

☐ Contractor ☐ Distributor ☐ Consultant
☐ Designer/architect ☐ Retailer
☐ Other _____

Contact Information

Company Name _____

Doing Business As (if applicable) _____

Address _____

City _____

State _____ ZIP _____

Phone _____

Fax Number _____

Contact Name _____

Contact Title _____

Contact Email (this is the email customers will use to reach your business)

Company Website _____

Do you currently use social media to promote your business?

☐ Yes ☐ No

Tax Status

☐ Corporation

☐ LLC - C or S Corporation

☐ Individual

☐ LLC - Partnership

☐ Partnership

☐ Other _____

☐ Sole Proprietorship

☐ Not Applicable

☐ LLC

☐ LLC - Single Member

What is your Company's Tax Identification Number Type?

☐ FEIN ☐ SSN

Are there branches with this same tax number?

☐ Yes ☐ No

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Business Ownership

Is your business at least 51% owned, controlled, and actively managed by one or more minority group members (MBE – Minority Business Enterprise)? Minority groups include: American Indian, Asian-Indian, Asian-Pacific, Black, Eskimo or Aleut, Hispanic, Native Hawaiian.

☐ Yes ☐ No

Is your business at least 51% owned, controlled, and actively managed by an identified service-disabled veteran (DVB – Disabled Veteran Owned Business)?

☐ Yes ☐ No

The service-disabled veteran owner can demonstrate that they:

1. Have a certificate of release or discharge from active duty (Form DD214), and
2. Have a disability rating of greater than 0% with the Department of Veteran's Affairs or an Armed Services Branch.

Is your business at least 51% owned, controlled, and actively managed by a woman or women (WBE – Women Owned Business Enterprise)?

☐ Yes ☐ No

Upload W-9

Trade Allies are required to submit a completed W-9. This will enable you to be paid directly. If you have not downloaded the W-9 please do so now, complete it, and submit it with this application. Have you provided/uploaded a W-9?

☐ Yes ☐ No

Primary Contact

First Name _____

Last Name _____

Title/Department _____

Phone _____ Cell Phone _____

Email _____

Send this person TEP Energy Efficiency Programs (TEP EE Programs) updates, including newsletters.

☐ Yes ☐ No

Additional Contact

Contact Name _____

Title/Department _____

Phone _____ Cell Phone _____

Email _____

Send this person TEP EE Programs updates, including newsletters.

☐ Yes ☐ No

Find a Contractor Tool

In the Find a Contractor Tool (on the TEP EE Programs Website) my company name and contact info should be listed as:

☐ Main Company Info (as listed on page 2)

☐ Other Contact Info (as listed below)

Company Name _____

Address _____

City, ST ZIP _____

Contact Name _____

Phone _____

Email _____

Additional Information

Are you able to take inquiries from Spanish-speaking customers?

☐ Yes ☐ No

Have you in the past or are you currently participating in the programs as a partnered Trade Ally?

☐ Yes ☐ No

Primary Contact _____

Referral

How did you hear about becoming a TEP EE Programs Trade Ally?

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Terms and Conditions

Term

Your Trade Ally status shall commence on the date this application is accepted by Franklin Energy, as contractor implementing Tucson Electric Power Energy Efficiency Programs ("TEP EE Programs") on behalf of the Tucson Electric Power (the "Program Administrator") and shall continue until terminated (1) in writing by either party or (2) through written waiver by Program Administrator, immediately following any 12-month period in which Trade Ally has not participated in any program (i.e., by Trade Ally or their customers submitting qualified incentive applications to Program Administrator). By submitting this application, you as "Trade Ally" are bound by all of the terms and conditions set forth herein.

Termination

Trade Ally status may be terminated without penalty by Trade Ally or by Program Administrator for any reason, at any time. Written notice of termination must be sent to the non-terminating party by mail, fax or email. When termination is initiated by written notice, termination will be effective as of the date the termination letter is received by the non-terminating party. Upon termination, Trade Ally, and if applicable, Trade Ally's customer, shall be eligible to receive incentive payments earned prior to the termination of Trade Ally status. Notwithstanding anything to the contrary, no payments will be made for any anticipated profits, revenues or the like as a result of termination.

Indemnification

Trade Ally agrees to protect, indemnify, defend and hold harmless Tucson Electric Power, Program Administrator, and their respective affiliates, subsidiaries, parent companies, officers, directors, agents, and employees, against all losses, damages, expenses, fees, costs and liability arising from any program, design, consulting, product, system, equipment, or appliance. Trade Ally agrees that such obligations under this section shall survive any expiration or termination of this Application and shall not be limited by any enumeration herein of required insurance coverage. To the maximum extent permitted by law, Trade Ally agrees to limit Program Administrator's and Tucson Electric Power's liability to Trade Ally for any reason to the total amount of the payments identified in this Agreement. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Trade Ally hereby expressly waives the right to specifically enforce this Application. Under no circumstance will Tucson Electric Power, Program Administrator, and their respective affiliates, subsidiaries, parent companies, officers, directors, agents, and employees be responsible for any indirect, special or consequential damages however they may occur.

Independent Trade Ally

Trade Ally may present himself/herself/itself as a Trade Ally of the Tucson Electric Power EE Programs. By signing this application, Trade Ally does not become an agent, employee, or representative of Tucson Electric Power or the Program Administrator. The parties shall not be considered to be joint venturers, partners, agents, servants, employees, fiduciaries, or representatives of each other, and no party shall have the right or power to bind or obligate any other party to, or third party beneficiary of, these terms and conditions.

No Representations

Trade Ally shall not, directly or indirectly, represent the Trade Ally's products, services, offerings, or work to potential customers or others as being guaranteed or warranted in any way by the Program Administrator, or Tucson Electric Power. Use of the Tucson Electric Power's, or Program Administrator's, name or logo by Trade Ally is NOT permitted without prior approval from Tucson Electric Power, or Program Administrator.

Confidentiality

Trade Ally must keep customer information confidential and secure. Furthermore, Trade Ally shall comply with all applicable state and federal data and privacy protection laws.

Codes and Licensing

Trade Ally and its subcontractors shall comply with and conform to all federal, state, local and international laws, statutes, ordinances, regulations, rules, codes (including building codes), and orders applicable to Trade Ally, its business, and the work performed by Trade Ally. Trade Ally represents and warrants that Trade Ally has obtained, and currently maintains, all federal, state, local, and foreign governmental franchises, licenses, and permits material to and necessary in the conduct of Trade Ally's business and that Trade Ally is not subject to, or party to, any license, permit, law, rule, ordinance, regulation, order, judgment, or decree, or any other restriction of any kind or character, which adversely affects the business practices, operations, or condition of Trade Ally's business.

Insurance

Trade Ally shall provide and maintain, at its sole cost and expense, at no cost to Program Administrator or Tucson Electric Power, the following minimum insurance coverage during the performance of any work under the Agreement:

- a. Workers' compensation insurance with statutory limits of liability
- b. Employers' liability insurance with limits of not less than \$500,000 per occurrence

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- c. Commercial General Liability insurance, providing bodily injury and property damage coverage, including premises liability, products/completed operations liability, and blanket contractual liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate
- d. Automobile liability (covering owned and non-owned vehicles) coverage with limits of not less than \$1,000,000 per accident
- e. Umbrella policy with limit of not less than \$1,000,000

Efficient Home and Multi-family Trade Allies shall provide evidence of such coverage to Program Administrator in the form of a current certificate of insurance. It is the responsibility of Trade Ally to provide valid proof of insurance to Program Administrator at all times. Program Administrator reserves the right to deny payment to Trade Ally if proof of insurance is not provided, is expired, or is incomplete. Commercial and Industrial Trade Allies shall furnish a valid certificate of insurance upon request.

Such insurance shall be written by a company or companies licensed to do business in the State of Arizona and satisfactory to Program Administrator and Tucson Electric Power. Prior to commencing any work under the Contract, certificates evidencing the maintenance of the insurance shall be furnished to Program Administrator for approval.

Continuing Education/Training

Trade Ally agrees to meet with Program Administrator representatives once every 12 months, or as otherwise required by a particular program, to receive program updates in person or via phone conference or webinar and to participate in training and/or education.

Program Procedures and Scope of Service

Trade Ally shall provide diagnostic and/or installation services consistent with the procedures and requirements set forth in the applicable program, including all updates, supplied to Trade Ally under separate cover and incorporated herein by reference. Trade Ally acknowledges that Trade Ally has received, read, and agrees to comply with the program procedures outlined in the Program Guidelines and Qualifications and Code of Conduct.

Misrepresentation

Making false statements on any Tucson Electric Power EE Programs incentive application is punishable by law. Any person who knowingly files an application containing any materially false information or who purposely and misleadingly conceals information commits a fraudulent act that subjects such person to criminal and civil penalties. Any and all funds determined, in Program Administrator's or Tucson Electric Power's sole discretion, to have been acquired on the basis of fraudulent or misrepresented information must be fully returned to Tucson Electric Power. Should the Trade Ally or

its representative apply for and receive duplicate payment, Program Administrator or Tucson Electric Power, reserve the right to recover payments made in excess of the entitled incentive. This section shall not limit other remedies that may be available for the filing of false or fraudulent applications.

Governing Law

This Application shall be governed, construed and enforced in accordance with the laws of the State of Arizona, without regard to any law of conflicts that may direct the application of the laws of another jurisdiction. The Trade Ally irrevocably submits to the original jurisdiction of the state and federal courts sitting in Tucson, Arizona with regard to any controversy in any way relating to the execution, delivery or performance of this Application. Suits, claims or actions founded upon such controversies shall be brought or filed exclusively in such courts and nowhere else.

Code of Conduct

General

The Trade Ally Code of Conduct is an outline of the expectations and guidelines for participation as a Trade Ally of Tucson Electric Power EE Programs. Upstream program participants, including distributors, lighting retailers, manufacturers, manufacturer's representatives, and consultants are included in the references of Trade Ally throughout this document unless noted otherwise.

Tucson Electric Power provides a Trade Ally listing as a courtesy to customers, but does not approve, recommend, endorse or otherwise promote any Trade Ally, vendor, manufacturer, distributor, contractor, designer, consultant, or any other provider of products and services that could potentially qualify for Tucson Electric Power EE Programs. Tucson Electric Power and Program Administrator provide this list of independent contractors as a convenience for customers seeking assistance with energy savings related products and services. Participating contractors are independent and are not affiliated with Tucson Electric Power, or Program Administrator. Customers are solely responsible for dealing directly with participating contractors in all aspects of their interaction including, but not limited to definition of scope of work, costs, contractual terms and conditions, and the level of accuracy required when estimating energy savings.

Neither Tucson Electric Power nor the Program Administrator, nor their affiliates, contractors, employees, officers and directors make any representations regarding, or warrants the products and/or services of participating independent contractors, nor are they responsible or liable for any work performed by participating contractors, their subcontractors, or their suppliers in particular regarding whether it complies with any particular law, codes or industry standards, achieves any particular results or is safe or adequate for its intended purposes.

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Neither Tucson Electric Power nor its parents, subsidiaries, employees, affiliates or agents assume any responsibility for the performance of the equipment or equipment warranty, the quality of the work, labor and/or materials supplied, and/or the acts or omissions of any contractor.

Business Conduct

The Trade Ally agrees to conduct business in an honest and ethical manner as follows:

1. Avoid conflicts of interest in all business practices and interactions.
2. Comply with applicable laws, ordinances, regulations, codes and all Tucson Electric Power EE Program's specific requirements.
3. Fulfill contractual obligations on contracts made with end use customers.
4. Work in an ethical fashion to provide services in the best interest of the customer.
5. Any work that is done and submitted to Program Administrator for a Tucson Electric Power EE Program will be done in a manner that does not adversely affect Tucson Electric Power business, operations, reputation, or goodwill. This includes:
 - Respectful treatment of the customer's facility and property, including communication with the customer, and Program Administrator when damage to the facility or property has occurred as a result of a Trade Ally project implementation. All restoration and/or reparations will be made within a reasonable amount of time.
 - Truthfulness in all aspects of engagement with customers. Misrepresentation of a Trade Ally's company or services will not be tolerated. This includes, but is not limited to:
 - Misrepresenting oneself or one's company as being an employee of, representative of, or contracting with Tucson Electric Power.
 - Misrepresenting the benefits, financial or otherwise, of a product or service the Trade Ally offers.
 - Truthfulness in all aspects of engagement with Tucson Electric Power EE Programs. This includes accuracy on the completion and customer eligibility of submitted applications and reports, as well as the attributed savings resulting from retrofits and the installation of approved equipment. Misrepresentation of project work will not be tolerated. This includes, but is not limited to:
 - Falsifying invoices/applications, including, but not limited to, invoice dates, equipment costs, make and model, quantities, installation address and date.
 - Forging of customer signatures.

- Applying for incentives on equipment which is not operational.
- Providing inaccurate information regarding existing or proposed equipment.

6. Maintain respect in communication and interaction with Tucson Electric Power and Program Administrator representatives, and customers.

Program Participation Requirements

To remain a Tucson Electric Power Trade Ally, Trade Allies must adhere to: (1) Customer Service Requirements (2) Trade Ally Participation Requirements and (3) Trade Ally Invoice Policy and Procedures, as outlined below:

*Neither Tucson Electric Power nor Program Administrator are responsible for any losses incurred as a result of not meeting program requirements, including, but not limited to, not receiving incentive pre-approval, submitting applications after program deadlines, failing to provide appropriate invoicing or not meeting equipment eligibility requirements.

Customer Service Requirements

1. Provide responses within two business days for phone and email inquiries. If unable to fully respond within two (2) business days, the Trade Ally should provide an estimate of the time needed to fully respond, based upon the complexity of the inquiry.
2. Honor scheduled appointments. When unable to attend scheduled customer appointments, the Trade Ally should notify the customer in a reasonable amount of time before the scheduled visit.
3. Develop clear job proposals encompassing all involved costs, including performance and savings claims, and projections, if applicable.
4. Provide all Tucson Electric Power EE Programs paperwork to the customer within ten (10) business days unless the customer has been given a different timeframe.
5. Submit applications to Program Administrator for incentive payment within the timeframe specified on the Tucson Electric Power EE Programs documentation, along with detailed invoices showing quantities, equipment costs, installation costs, make, model and serial numbers when required.
6. When applicable, an energy efficient equipment option should be offered as an alternative solution when non-energy efficient equipment is also being considered.

Trade Ally Participation Requirements

1. The Trade Ally must provide a valid W-9 that has been signed and dated within the last 24 months.
2. The Trade Ally must maintain necessary certifications, applicable licensing, maintain the customary and legally required insurance coverages for their business type

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- For Efficient Home and Multi-Family Trade Allies, Trade Allies must submit current Certificates of Insurance (COIs) to Program Administrator.
 - For Business Energy Solutions Trade Allies COIs must be available upon request.
3. The Trade Ally must participate in at least two (2) projects per calendar year or be subject to removal as a listed Trade Ally of Tucson Electric Power on the Trade Ally “Find a Contractor” page.
 4. Upstream program participants, including distributors, lighting retailers, manufacturers, manufacturer’s representatives, and consultants, will only be subject to the above provisions (1) and (2).
 5. Failure to comply with the Trade Ally Code of Conduct or Trade Ally Application Terms and Conditions may lead to removal from the Trade Ally list and from continued participation in the Tucson Electric Power’s EE Programs.

Trade Ally Invoice Policy and Procedures

With any project where a receipt is required to initiate payment of an incentive, the Trade Ally must adhere to the policy below when providing documentation to Program Administrator. When a customer assigns the incentive to a Trade Ally in all Tucson Electric Power EE Programs incentive/ project instances, the Trade Ally assumes all risk associated with receiving the incentive and with providing estimated Tucson Electric Power EE Programs incentives to customers prior to receiving Program Administrator approval. The Trade Ally assumes risks associated with any changes to the incentives, based on not meeting Tucson Electric Power EE Program requirements, non-qualified equipment, and/or other reasons as determined by Tucson Electric Power or Program Administrator. Submission of any application does not give rise to any obligation to make any incentive payment by Tucson Electric Power and its parents, subsidiaries, affiliates, agents, contractors, employees, officers, and directors.

1. Trade Allies must document equipment and installation costs.
 - Equipment consists of physical pieces of equipment purchased by the Trade Ally for the purpose of an energy efficiency project (e.g. chiller, variable frequency drive.). The equipment price can include tax or other mark-ups passed on to the customer. This price must represent the actual price the end-use customer is paying for the piece of equipment. Note: Changes in costs as compared to those used for pre-approval may adjust the final incentive.
 - Installation costs should be identified separately from equipment costs. Installation costs include labor and overhead costs associated with installing the equipment (i.e. the sum of any associated costs such as trip charges, hourly labor rate and rental equipment).

2. Procedure

- Prescriptive Incentives
 - Trade Allies must provide Program Administrator with a detailed invoice identifying the following:
 - » Equipment installed (Make/Model Number): This is required to verify that the equipment installed qualifies for Tucson Electric Power EE Programs incentives.
 - » Quantity of equipment installed: This is required to verify that the quantity of equipment installed aligns with the Tucson Electric Power EE Programs application.
 - » Itemized costs for all equipment: This is required to verify individual costs. Some incentives (e.g. VFDs, LED’s, etc.) may be capped.
 - » When a customer assigns the incentive to a Trade Ally in all Tucson Electric Power EE Programs incentive/ project instances, the invoice must show a credit for the full amount of the incentive to the customer.
 - » The final invoice provided Tucson Electric Power EE Programs must be the same invoice the customer is receiving.
- Custom Incentives
 - » Trade Allies must provide Program Administrator with a simple invoice, detailing the equipment installed (including model number(s), quantities, etc.) when requesting payment of a custom incentive. When a customer assigns the incentive to a Trade Ally in all Tucson Electric Power EE Programs incentive/ project instances, the invoice must show a credit for the full amount of the incentive to the customer.
 - » The final invoice provided to Tucson Electric Power EE Programs must be the same invoice the customer is receiving.
 - » In the event the custom project is a portion of a larger-scope project, an estimate of the specific project cost should be provided.
 - » All incentives are subject to the caps and requirements as list on program applications.

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Ramifications for Non-Compliance with Trade Ally Code of Conduct

Program Administrator and Tucson Electric Power reserve the right to terminate participation in the Tucson Electric Power EE Programs at any time, for default or convenience, by prior written notice to Trade Ally. Program Administrator agrees to pay the incentives as specified for Qualified Products sold prior to the date of termination, provided all other terms of the Tucson Electric Power EE Programs and agreements with the Trade Ally are met and the required documentation is received within thirty (30) calendar days after the date of termination.

Trade Ally's non-compliance or breach of the Program Terms and Conditions identified herein or this Code of Conduct will result in the following:

1. First infraction: A written warning will be issued to the Trade Ally by Program Administrator, identifying the infraction and methods for repair or redress.
2. Second infraction: A second written warning will be issued to the Trade Ally by Program Administrator and could also result in a ninety (90) day suspension from all programs, depending on severity of the infraction. Depending on the severity of the infraction, the Trade Ally may instead receive written notice of immediate removal from all programs by Program Administrator.
3. Third infraction: Trade Ally suspended indefinitely from all Tucson Electric Power EE Programs. Program Administrator reserves the right, at its sole discretion, to apply the suspension of a Trade Ally to (a) other Trade Allies with common ownership or (b) another company with common ownership that is applying to enroll in the Tucson Electric Power EE Programs. Suspension from one program will prevent or Trade Ally from participating in other Tucson Electric Power initiatives.

Acknowledgement

- ☐ Check this box to accept the Trade Ally Code of Conduct and Trade Ally terms and conditions.
- ☐ Check this box to affirm and certify all the information and answers to questions herein are complete, true, and correct to the best of your knowledge and belief.

TRADE ALLY

Signature

Date

Print Name

My company is interested in participating in the following Tucson Electric Power Energy Efficiency Programs:

- ☐ Efficient Home (Residential)
- ☐ Multi-family
- ☐ Business Energy Solutions (C&I)