

## PSO Business Rebates Prescriptive & Custom - Service Provider Application

PSO is pleased to partner with local Service Providers to promote energy efficiency services to our business customers.

To be listed on the [PowerForwardWithPSO.com](http://PowerForwardWithPSO.com) website as a participating PSO Business Rebates Service Provider, complete the following steps:

- ☐ Complete a (current year) Business Rebates Training,
- ☐ Complete and submit this Service Provider Application,
- ☐ Submit proof of general liability insurance,
- ☐ Submit a Business Rebates application for review.

Once all steps have been completed to the satisfaction of program staff, your company's information will be listed on the Find a Service Provider webpage. Please note that a listing as a Service Provider does not constitute endorsement by PSO. Listed companies are independent Service Providers, and PSO does not guarantee any Service Provider performance.

### Company Information

Company Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Contact Email \_\_\_\_\_

Company Website \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Company Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### Upgrade Types (select all that apply)

- ☐ Agri/Horticultural Equipment
- ☐ Building Envelope/Weatherization
- ☐ Building Automation Controls
- ☐ Chillers/Geothermal
- ☐ Commercial Kitchen Equipment
- ☐ Commercial Laundry Equipment
- ☐ Electric Forklifts Chargers
- ☐ HVAC Controls
- ☐ HVAC VFDs
- ☐ LED lighting
- ☐ Pool Pumps
- ☐ Refrigeration Equipment
- ☐ Vending Machines
- ☐ Other \_\_\_\_\_

### Service Type (select all that apply)

- ☐ Installer
- ☐ Dealer
- ☐ Rebate Services only
- ☐ Other \_\_\_\_\_

For more information, visit [PowerForwardWithPSO.com](http://PowerForwardWithPSO.com), or call 888.776.1366.

## Training

This section can be left blank if training has not been completed yet.

Employee(s) \_\_\_\_\_

Date Training Completed \_\_\_\_\_

## Service Provider Participation Policy

Service Provider Companies are expected to abide by program rules and submit high-quality applications. To maintain a high level of customer satisfaction and facilitate the improvement of under-performing Service Providers, PSO has adopted an Accelerated Coaching (AC) and Disciplinary Action policy. This policy consists of three phases, as described below. The length of each phase is stated below but may be amended on a case-by-case basis as needed. The program will determine what constitutes unsatisfactory performance or a violation.

### 1. Accelerated Coaching: Duration 45 days

- a. **Entering Accelerated Coaching status:** A Service Provider Company will be placed on Accelerated Coaching status if they fail to follow program rules. Examples include but not limited to:
  - i. Submitting incorrect or incomplete applications and failing to correct mistakes in a timely manner
  - ii. Poor pre and/or post inspection results
  - iii. Installation of ineligible equipment
  - iv. Substitution of Pre-approved Equipment without Prior Authorization
  - v. Submitting invoices with inaccurate equipment or quantity descriptions
- b. **During Accelerated Coaching Status:** The Service Provider Company is subject to additional quality control and technical review requirements:
  - i. All applications must receive pre-approval, regardless of project size. Any projects installed prior to the Pre-Approval Letter date will be ineligible for rebates.
  - ii. All projects are subject to pre- and post-installation inspections at the Program's discretion.
  - iii. Applications may be subject to increased scrutiny during technical review.
  - iv. Regular in-person coaching sessions will be required to monitor improvement and resolve continuing issues.
- c. **Leaving Accelerated Coaching Status:** If the Service Provider Company improves satisfactorily during the Accelerated Coaching period, the Accelerated Coaching status will be lifted. If the Company's performance does not improve as required, the Company will be placed under Suspension.

### 2. Suspension: Duration 60 days

- a. **Entering Suspension:** If a Service Provider Company fails to improve satisfactorily according to the discretion of program staff during their Accelerated Coaching period, they will be placed under Suspension. Dishonest behavior may result in the Company being placed in suspension immediately without first undergoing an Accelerated Coaching period.
- b. **During Suspension:** The Service Provider Company may not submit any new applications. Any applications that have already been submitted will be processed to completion. In addition, the Company is removed from the PSO Service Provider Listing on the program website and is prohibited from using the PSO name or logo in any marketing activities.
- c. **Leaving Suspension:** If the Service Provider Company improves satisfactorily during the Suspension period, they will be moved to Accelerated Coaching status for the second time. If the Company's performance has not improved according to the discretion of program staff at the end of the second Accelerated Coaching period, the Company will be terminated from participation in the program.

### 3. Termination:

- a. **Entering Termination:** If a Service Provider Company is still under-performing, after being suspended and then undergoing a second Accelerated Coaching period, the Company will be banned from the Program. Dishonest behavior will result in a Company being immediately terminated without first undergoing an Accelerated Coaching or suspension period.
- b. **During Termination:** The Service Provider Company may not submit any new applications. Any applications that have already been submitted will be processed to completion. In addition, the Company is removed from the PSO Service Provider Listing on the Program website and may not use the PSO name or logo in any marketing activities.
- c. **Leaving Termination:** A terminated Service Provider Company is banned from program participation for the duration of the program cycle, which is 3 years. Upon the start of a new Program cycle, program staff will review the Company's qualifications but are not guaranteed permission to participate. If allowed to participate, the Company will be placed on immediate Accelerated Coaching status for quality control.

## Terms & Conditions

Note: The term "Company" refers to Service Provider Company

1. PSO provides the list of energy efficient equipment and Service Provider Companies for informational purposes only. PSO makes no warranty of any kind whatsoever, including, without limitation, the warranty of merchantability or fitness for purpose. Under no circumstances will PSO be liable for indirect, special, consequential, punitive or exemplary damages.
2. The Company shall offer and provide the services to PSO's customers in accordance with the terms and conditions of PSO's Rebates for Businesses services. The Program shall determine what constitutes unsatisfactory performance or a violation.
3. To maintain the Company's directory listing on PSO's program website, the Company must attend a program training annually, and the Company must remain active in the program and abide by program rules.
4. The Company is not a contractor, subcontractor or agent of PSO. PSO shall have no liability for claims of any kind, whether based on contract, tort (including negligence and strict liability) or otherwise, for any loss or damage sustained or incurred by any third party relating to this Company's application or the performance of services or participation by Company in the Programs. Company hereby releases PSO from all liability for such claims. Company shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless PSO and its affiliates, and their respective officers, directors, agents, employers and representatives from and against any and all losses, claims, damages, expenses (including attorney's fees and costs) and liabilities arising out of or based upon property damage or bodily injury to any person caused by or related to the performance of the services or participation by Company in the programs.
5. Except as otherwise permitted herein, the Company shall not refer to PSO or any company affiliated with PSO in any advertising or other publication in connection with Company's participation in the Programs or work performed by Company under the Programs without the prior written approval of PSO. Except as otherwise permitted herein, Company shall not, either directly or indirectly, publish or disclose any photographs, images, logos, copyrighted or trademark protected information of PSO or its affiliates, or use such information for the benefit of itself or any other person or entity without the prior written consent of PSO.
6. The Company acknowledges and agrees that the Company's participation in the Programs is in no way to be construed as an endorsement by PSO of the Company's work.
7. Misrepresentation of information stated on this application or future incentives applications will not be tolerated. Companies found to have intentionally misrepresented information or who have violated the Terms & Conditions will be subject to removal or restricted program participation.
8. The Incentive Payment may be required to be issued to the Company. At the sole discretion of PSO/ ICF, it shall be required that the Company be designated as the recipient of the incentive rebate instead of the customer on future applications if the Company has demonstrated a significant reduction of final incentives earned from estimated and submitted incentive requests due to improper entries or non-compliance of the terms and conditions of the PSO applications on previously submitted projects.
9. Equipment should be installed as specified by the Manufacturers Installation Instructions. Materials and Equipment installed on projects with applications for incentives/ rebates from the PSO Business Rebates Program should be installed in a safe, professional manner using good workmanship and following the Manufacturers Recommended Installation Instructions. Where required, the installations should comply with the current edition of the applicable National, State and Local safety codes and be installed by a qualified and licensed contractor for the trade in which they are working. At the sole discretion of PSO/ ICF, installation of equipment that is installed in an unsafe manner or does not follow the Manufacturer's Installation Instructions may not be eligible for a rebate.
10. Excessive equipment substitutions or proposed product revisions will not be allowed. It has always been a requirement that any equipment substitution requests to the original proposed and pre-approved product be pre-approved before they are installed. However, at the sole discretion of PSO/ ICF, reprocessing or payment of incentives may be denied on equipment substitutions or proposed product revision requests or substitutions after the original proposed equipment has been pre-approved, even if the request is made before installation, if the Company has demonstrated a history of excessive product changes.

### Acknowledgments

By signing below, the Service Provider Company agrees to be bound by the Program Rules, Participation Policy, and Terms & Conditions and certifies that the above information is correct and properly represents the Company.

Company Representative Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Please **submit for review** via one of the following:

Email: [businesses@powerforwardwithpsso.com](mailto:businesses@powerforwardwithpsso.com)

Mail to: ICF, 110 W 7<sup>th</sup> St, Suite 1705, Tulsa, OK 74119 or Fax to: 877.568.2501

For more information, visit [PowerForwardWithPSO.com](http://PowerForwardWithPSO.com), or call 888.776.1366.