

Small Building Tune-up Services Application

BGE's Building Tune-up Program is available to qualifying commercial customers within the BGE service territory. The goal of this program is to help you identify opportunities to improve the efficiency of major electrical systems in your building and reduce energy costs without adversely affecting facility or system operations.

Small Building Tune-up Services may offer financial incentives to buy-down implementation costs for qualified and accepted measures. For complete information about program terms and conditions, please visit the BGESmartEnergy.com. You may also contact the Program Administrator at 410.290.1202 or email to: Business@BGESmartEnergy.com.

I. PRE-APPLICATION CHECKLIST

Please confirm that you meet the following minimum eligibility requirements prior to submitting an application to participate in BGE's Building Tune-up Program.

Yes

- Is your facility fewer than 75,000 square feet? Or is this application for an industrial process?
- Are you willing to commit up to \$15,000 for your share of study and measure implementation costs?
- Are you able to complete the installation of identified Action Plan measures within 6 months of receiving the Final Action Plan?
- Do you understand that approved measures are to be implemented no later than 6 months after BGE's approval of the Final Action Plan? (Incentives may be foregone and/or the full building tune-up service cost incurred to date may be imposed on the customer for non-implementation of measures).
- Are you willing to commit the necessary time and personnel resources to fully support the Small Building Tune-up process and educational requirements?

II. NEXT STEPS

If you answered yes to the above questions, please complete this application and submit it to BGE for consideration. In reviewing your application, BGE will be reviewing evidence that cost-effective building tune-up opportunities exist at your facility. BGE's decision regarding the selection of program applicants into the Small Building Tune-up Services offering will be final and binding for all parties.

III. CUSTOMER INFORMATION

Company Name _____ Facility Name (if different) _____

Street Address (Facility) _____ Electric Acct # _____

City _____ State _____ Zip _____

Mailing Address (if different) _____

City _____ State _____ Zip _____

If your facility type has been covered by ENERGY STAR® Portfolio Manager, has it been benchmarked using Portfolio Manager? Yes No

If you answered yes above, what was your score? _____

For more information about the program, go to BGESmartEnergy.com or call 410.290.1202.
 Please submit for review via one of the following: Fax 844.545.2302, email Business@BGESmartEnergy.com or mail to: BGE Smart Energy Savers Program®, c/o ICF International, 980 Beaver Creek Drive, Martinsville, VA 24112.

IV. FACILITY OWNER REPRESENTATIVE INFORMATION

Contact name _____ Contact Title _____

Street Address _____

City _____ State _____ Zip _____ Contact Telephone _____ Contact Fax _____ Email _____

V. SMALL BUILDING TUNE-UP SERVICE PROVIDER INFORMATION

Company Name _____

Contact Name _____ Contact Title _____

Street Address _____

City _____ State _____ Zip _____ Contact Telephone _____ Contact Fax _____ Email _____

VI. PAYMENT INFORMATION

Make incentive checks payable to: Customer Small Building Tune-up Service Provider

Company/Corp./Owner's Legal Name _____

Street Address (Facility) _____

City _____ State _____ Zip _____

VII. FACILITY INFORMATION

Business Type (if applicable)

Minority-Owned Business Woman-Owned Business Veteran-Owned Business

Sector Type (select one) Note: Sector Type is the primary sector of business applicable to this application.

Education Government Healthcare Hospitality Industrial Nonprofit Property Management Retail Other _____

Building Type (select one) Note: Building Type is the primary use of the building applicable to this application.

Office Retail School University Religious Facility Grocery

Lodging Industrial Warehouse Health Facility Multifamily Restaurant Other _____

Year of Construction: _____

Number of Floors: _____

Total Floor Area (sq. ft.): _____

Total Conditioned Area (sq. ft.): _____

Electric Account Number(s): _____

Natural Gas Utility: _____

Annual kWh Usage: _____

Natural Gas Account Number(s): _____

Peak kW and Month Occurring: _____

Annual Therm. Usage: _____

VIII. HVAC SYSTEMS

Check all of the HVAC system(s) in the facility.

Cooling Systems

- Chiller Air Cooled
- Chiller Water Cooled
- Water Source Heat Pump
- Condenser
- Other

Heating Systems

- Boiler, Hot Water
- Boiler Steam
- Rooftop Furnace
- Electric Baseboard
- Other

Ventilation & Distribution

- Central AHU
- VAV and Reheat
- Dual Duct
- Economizers
- Other

IX. FACILITY CONTROL SYSTEMS

Age of Energy Management Control System (EMCS) _____ Capable of trending and storing multiple points? _____

Components and systems controlled by digital direct controls (DDC):

Components controlled (not just actuated) by pneumatics

X. CUSTOMER ACCEPTANCE OF APPLICATION TERMS

By signing below, I certify that: (1) the information contained in this application is accurate and complete to the best of my knowledge; (2) I have read and understood the obligations of program participants, including the commitment of up to \$15,000 to implement identified and approved Small Building Tune-up measures; (3) I will put forth a good faith effort to comply with all of the Building Tune-up Program requirements if selected for participation in the program.

Customer Name/Title _____

Customer Signature _____ Date: _____

XI. ADMINISTRATIVE USE ONLY

Project ID Number _____ Program Rep. _____

Date Received _____ Date Input _____ Inspection Required _____

Program Manager Approval _____ Date Approved _____

XII. TERMS & CONDITIONS

- 1. Eligibility:** Incentives are available to qualifying industrial, commercial, government and institutional electric service Customers for the purchase and installation or servicing of qualifying energy-savings measures in the BGE service territory. BGE reserves the right to deny any application that may result in BGE exceeding its program budget. Incentives are offered on a first-come, first-served basis and are subject to product and Customer eligibility, availability of funds and distribution of incentives across the BGE Customer base. Total incentive limits per Corporate tax ID per year for all incentives are limited to \$1,000,000.
- 2. Approval and Verification:** Pre-approval is required for all Building Tune-up projects. BGE reserves the right to pre-inspect any project prior to pre-approval. No project related energy-savings measures may be contracted for, purchased or installed prior to the date of BGE's pre-approval. All projects may also require pre-inspection. BGE reserves the right to verify sales transactions and to have reasonable access to your facility to inspect the energy-savings measures installed or serviced under this initiative, prior to issuing incentives, or at a later time. BGE reserves the right, for any reasons, to stop pre-approving applications at any time without notice. In particular, BGE is not obligated to pre-approve any application for an incentive that may result in BGE exceeding its program budget. BGE reserves the right to exclude any proposed energy saving measures based on engineering analysis.
- 3. Proof of Purchase:** This application must have complete information and be submitted with an invoice itemizing the costs of completing Building Tune-up services. The signed application must be returned to ICF International, 980 Beaver Creek Drive, Martinsville, VA 24112.
- 4. Compliance:** All projects must comply with all federal, state and local codes. Only one incentive will be granted for each project. Incentives granted to contractors, distributors or other market providers cannot also be claimed by end-use Customers.
- 5. Payment:** BGE will authorize payment upon the application's review and approval. The incentive check will be mailed 6–8 weeks after the project's completion and payment approval. Incomplete applications will be returned. The Customer may assign the incentive payment to a qualified contractor (if allowed). The benefits/payments conferred upon the Customer or their designated contractor through participation in this program may be taxable by the federal, state and local government. The Customer or its designated contractor is responsible for declaring and paying all such taxes.
- 6. Inspection:** BGE staff or its representatives may conduct an inspection of the facility to survey the operation of the facility.
- 7. Publicity:** BGE reserves the right to publicize your participation in this program.
- 8. BGE/Program Logo:** Customers or market providers may not use the BGE or Program name or logo in any marketing, advertising or promotional materials without BGE's prior written permission.
- 9. Disclaimers:** BGE does not endorse any particular market provider, manufacturer, product, labor or system design by offering this program; will not be responsible for any tax liability imposed on a Customer as a result of the payment of incentives; does not expressly or implicitly warrant the performance of installed equipment or contractor's quality of work (contact your contractor for detailed warranties); is not responsible for proper and legal disposal/recycling of any waste generated as a result of this project; and is not liable for any damage caused by the installation or servicing of the equipment or for any damage caused by the malfunction of the installed or serviced equipment.
- 10. Verification:** Any Customer receiving an incentive check may be contacted by an evaluator to verify service/equipment installation or be asked to complete a written, oral or electronic Customer survey.
- 11. Application Does Not Entitle Customer to Participate:** The program described in this application may be altered, suspended or canceled by BGE at any time without prior notice. Under such circumstances, the Customer is not entitled to any program benefits in excess of those approved prior to such action by BGE. Submission of a completed application does not entitle the Customer to program participation. Entitlement to program participation can only occur after BGE has signed a copy of the application and granted pre-approval if required by BGE.
- 12. Removal of Equipment:** The Customer agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced or serviced by the energy-savings measures in accordance with all legal requirements. The Customer agrees to not install any of this equipment in the BGE service territory. If the installed or serviced equipment is replaced within three years, the Customer is expected to replace the equipment with equal or more efficient equipment.
- 13. Evaluation Follow-up Visits:** The Customer agrees, for a period of three (3) years after the final incentive payment, to allow BGE or its assigned contractor to conduct on-site inspections to verify that the qualified measures are installed and to conduct other measurement and verification activities to assess the amount of energy savings achieved. Such activities may require the installation of energy monitoring equipment.
- 14. Changes to the Program:** BGE may change the program and the Terms & Conditions at any time without notice. Pre-approved applications, however, will be processed to completion under the Terms & Conditions in effect at the time of the pre-approval by BGE.
- 15. No Warranties:** BGE does not endorse, guarantee or warrant any particular manufacturer or product, and BGE provides no warranties, expressed or implied, for any products or services. The Customer's reliance on warranties is limited to any warranties that may arise from, or be provided by contractors, vendors, etc. The Customer acknowledges that neither BGE nor any of its consultants are responsible for assuring the design, engineering and construction of the Facility, or that the installation and servicing of the energy-savings measures is proper or complies with any particular laws (including patent laws), codes or industry standards. BGE DOES NOT MAKE ANY REPRESENTATIONS OF ANY KIND REGARDING THE RESULTS TO BE ACHIEVED BY THE ENERGY-SAVINGS MEASURES OR THE ADEQUACY OR SAFETY OF SUCH MEASURES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 16. Limitation of Liability:** BGE's sole liability is limited to paying the properly qualified incentives specified herein. Neither BGE nor any of its affiliates shall be liable to the Customer or any other party for any indirect, consequential or incidental damages, regardless of the theory of recovery, caused by or arising from any activities associated with this program.
- 17. Vendor Selection:** BGE acknowledges that the Customer may select any vendor or contractor to perform the work contemplated by this Application, even after the Application is submitted for pre-approval by BGE. Notwithstanding the foregoing, the Customer acknowledges that BGE has the right to prohibit specific vendors or contractors from program participation for any reason or no reason.
- 18. Obligations Between the Parties:** Customer acknowledges that any contractor selected by the Customer is not an agent, contractor or subcontractor of BGE. BGE shall have no obligation to maintain, remove or perform any work whatsoever on the energy-savings measures installed or serviced. BGE shall have no liability for contractor's failure to perform, for failure of the energy-savings measures to function, for any damage to the Customer's premises caused by the contractor or for any and all damages to property or injuries to persons caused by the energy-savings measures.
- 19. Energy Benefits:** BGE is entitled to 100% of the energy benefits associated with the energy-savings measures, excluding the value of energy cost savings realized by the Customer, but including all rights to all associated PJM Energy, Capacity and Reserves Products, and the Customer agrees to provide BGE with such further documentation as BGE may request to confirm its ownership of such benefits and products.
- 20. Customer's Certification:** Customer agrees that all information is true and that he/she has conformed to all program and equipment requirements listed. Customer has verified that the units listed above have been installed or serviced correctly. Customer or Customer's representative has been instructed on how to operate and maintain this equipment and has received all necessary operation and maintenance manuals.

This program supports the EmPOWER Maryland Energy Efficiency Act.

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