

Program Requirements for Service Providers

Energy Solutions for Business

I. INTRODUCTION

BGE is pleased to partner with local Service Providers to promote energy efficiency services to our business customers. Service Providers help raise awareness of our energy efficiency programs and inform customers about the opportunities and incentives available. Participating Service Providers include contractors, distributors, architects and engineers (A&E), energy service companies (ESCOs), and other Service Providers who have been trained on the Energy Solutions for Business (ESFB) program and who have agreed to follow the program rules and processes.

If your organization provides services related to the equipment listed below, BGE offers you an opportunity to submit incentive applications on behalf of your business customers. In order to participate in Energy Solutions for Business by submitting applications through the prescriptive and/or custom tracks and/or conducting the installation for a project going through Energy Solutions for Business’s prescriptive track, your company must first submit a Service Provider application and be approved.

- BGE will no longer require companies to be Service Providers to submit Custom or New Construction applications.
- Installation Contractor not required at all for plug load, refrigeration, Custom or New Construction applications.
- Installation Contractor not required until Install Complete for prescriptive applications except plug load or refrigeration applications.

Installation Contractor not required at all for plug load or refrigeration applications.

II. HOW TO APPLY

Go to <https://bgeserviceprovider.programprocessing.com> to submit an online application. Enter all required information, including general company information and contact information, Service Provider type (contractor, distributor, design/engineering/architectural firm, other), and equipment sold and/or serviced. After you click continue, you will be required to enter license and insurance information on the next form. You will then be required to digitally sign the Terms and Conditions. Once the application has been submitted, you will need to upload copies of all required licenses and the certificate of insurance (see sections III and IV for specific requirements).

BGE will notify the applicant when the application has been approved and the Service Provider is eligible to submit incentive applications and/or be selected as an installer on prescriptive incentive applications.

Make sure you hit “Save and Complete Later” before existing out of the browser. Only one application should be submitted per company. The person filling out the application will be considered the account administrator and will be responsible for:

- Updating contact information as necessary
- Maintaining current license requirements
- Ensuring company representative attends annual training, if applicable

III. CERTIFICATE(S) OF GOOD STANDING

Service Providers must upload a Certificate of Good Standing with the State of Maryland to the online Service Provider application.

| | |
|--------------------------------|--|
| In-State Service Providers | Certificate of Good Standing with the State of Maryland |
| Out of State Service Providers | <p>Certificate of Good Standing with the State of Maryland</p> <p>or</p> <p>Certificate of Good Standing (or equivalent) in state in which the Company is located</p> |

IV. LICENSE REQUIREMENTS

Service Providers must upload copies of all required licenses to the online Service Provider application. License information, including license number, name, company name, and expiration date will be entered on the application prior to uploading the licenses. Expired licenses will not be accepted.

Service Providers are expected to maintain current licenses and update the Service Provider application as necessary. Service Providers will be notified when licenses are nearing their expiration dates and will be required to upload the renewed licenses to continue participating in ESFB.

To view sample licenses, please click [here](#).

| Service Provider Type | Equipment Installed/Service | License(s) Required |
|---------------------------------------|---|---|
| Installation Contractor | Lighting and Lighting Controls | Maryland State Master Electrician License All licenses must be assigned to a company and match the name of the Service Provider company applying |
| Installation Contractor | HVAC Equipment and Chillers, Controls, Tune-ups | Maryland Heating, Ventilation, Air Conditioning, and Refrigeration Contractor – Master or Maryland Heating, Ventilation, Air Conditioning, and Refrigeration Contractor – Master Restricted |
| Installation Contractor | Variable Frequency Drives | Maryland State Master Electrician License All licenses must be assigned to a company and match the name of the Service Provider company applying |
| Installation Contractor | Window Film | Proof of registration and good standing with the International Window Film Association (IWFA) and/or Listing as a Solar Control Specialist |
| Installation Contractor | Sign Lighting | Maryland State Master Electrician License - Active and Proof of Registration from either The Maryland Sign Association or United States Sign Council Foundation |
| Distributor (out-of-state) | N/A | Maryland Sales and Use Tax License |
| Engineering/Design/Architectural Firm | N/A | Maryland Professional Engineer License and Professional Engineer – Original Corporate/Partnership/LLC/LLP Permit or Maryland Architect License or Architect – Original Corporate/Partnership/LLC/LLP Permit |
| Other | N/A | You will be notified to determine what licensing may be required to participate. |

V. INSURANCE REQUIREMENTS

Service Providers must upload copies of the required certificate of insurance to the online Service Provider application. Insurance information, including name of insurance company, policy number, and expiration date will be entered on the application prior to uploading the certificate of insurance.

Expired insurance policies or any policy within 30 days of expiration will not be accepted. Service Providers are expected to maintain current insurance and update the Service Provider application as necessary. Service Providers will be notified when insurance is nearing its expiration date(s) and will be required to upload the renewed certificate of insurance to continue participating in Energy Solutions for Business.

To view a sample Certificate of Insurance, click [here](#) (page 20).

| INSURANCE DESCRIPTION | PROGRAM REQUIREMENT |
|---|---|
| Worker's Compensation | Statutory Workers Compensation in accordance with Maryland state and local requirements |
| Commercial General Liability | Amount not less than \$1,000,000 each occurrence |
| Excess or Umbrella | Amount not less than \$1,000,000 each occurrence or Commercial General Liability in an amount not less than \$2,000,000 General Aggregate |
| Business Automobile Liability* | Amount not less than \$1,000,000 each occurrence *Required for Contractors, Distributors, and Manufacturers |
| Professional Liability, Errors, and Omissions** | Amount not less than \$1,000,000 each occurrence **Required for Engineering/Design/Architectural firms |

VI. REQUIREMENTS TO BE LISTED ON THE ENERGY SOLUTIONS FOR BUSINESS SERVICE PROVIDER DIRECTORY (*optional*)

A participating Service Provider has the option of being listed on the [Energy Solutions for Business Service Provider Directory](#) after meeting certain requirements. To become a listed Service Provider with this program, Service Providers must:

- Attend a “BGE's Energy Solutions for Business - Program Training for Service Providers” session within one year prior to the date of this application
- Successfully complete a minimum of two applications with BGE's Energy Solutions for Business program
- Receive two positive customer references, to be selected at random by program staff, from two completed applications with BGE's Energy Solutions for Business program
- Achieve a Service Provider cumulative application rating of “Good” (average flaw points <2)
- To maintain the listing on the directory, the Service Provider must:
 - Attend an annual Energy Solutions for Business training session (within one year from last attended session)
 - Successfully submit and complete a minimum of two applications with BGE's Energy Solutions for Business program annually
 - Maintain a Service Provider cumulative application rating of “Good” (average flaw points <2)

The Service Provider will indicate the company's interest in becoming listed on the Service Provider application and will fill out information to be displayed on the directory, including general company information and sales contact information.

Please note that a listing of a Service Provider does not constitute endorsement by BGE. Listed companies are independent contractors and/or vendors and BGE does not endorse, guarantee, or provide warranties, expressed or implied, for any particular manufacturer and/or product, nor makes any guarantee of performance, quality of workmanship, and/or services offered by any vendor, contractor, or other Service Provider classification.

VII. TERMS & CONDITIONS

1. No Affiliation with BGE: Applicant is not a contractor, subcontractor, or agent of BGE. BGE 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 Applicant's application or the performance of services or participation by Applicant in the programs. Applicant hereby releases BGE from all liability for such claims. Applicant shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless BGE 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 Applicant in the programs.

2. Acceptance of Terms and Conditions: Applicant shall offer and provide the services to BGE's customers in accordance with the Terms and Conditions and Service Provider Code of Conduct ("Code of Conduct") of the BGE Smart Energy Savers Program®.

3. Validity of Supporting Documentation: Applicant certifies that any and all licenses, insurance documents, documents of good standing, and any other supporting documents submitted in this application were provided by the appropriate state or local jurisdiction, listed insurance company, or other appropriate body. Applicant acknowledges that it is Applicant's responsibility to maintain all licenses, insurance documents, documents of good standing, and other supporting documents submitted in this application, and to update these documents before the documents' respective expiration date. Documents of good standing will be treated as expired one (1) year after the document's date of issue. Failure to maintain proper and current licensing, insurance, and other supporting documents will prevent the applicant from submitting any new applications until any supporting document issues are resolved.

4. Service Provider Evaluation System: Applicant acknowledges that all Service Providers are subject to the BGE Smart Energy Savers Program® Application Evaluation System. To ensure submission of high quality applications and faster processing, all applications are evaluated according to the Service Provider Evaluation System criteria. Service Providers that achieve and maintain a rating of "Good" within the Application, Inspection and Cancellation evaluation systems will be eligible to become listed Service Providers, while Service Providers who do not maintain a rating of "Good" will be subject to program intervention, including but not limited to having the Applicant's applications put on hold or cancelled, being unable to submit new applications, or even expulsion from participation in the program.

5. Advertising: Except as otherwise permitted herein, Applicant shall not refer to BGE or any company affiliated with BGE in any advertising or other publication in connection with Applicant's participation in the programs or work performed by Applicant under the programs without the prior written approval of BGE. Except as otherwise permitted herein, Applicant shall not, either directly or indirectly, publish or disclose any photographs, images, logos, or copyrighted or trademark protected information of BGE or its affiliates, or use such information for the benefit of itself or any other person or entity without the prior written consent of BGE.

6. Program Participation: Applicants are entitled to participate in the program on an at-will basis upon approval of their Application. Applicants accepted into the program agree to act in the best interests of the program and to act with ethics at all times, including but not limited to following the Terms and Conditions and the Code of Conduct of the program.

7. Expulsion from Program: Misrepresentation of information stated on this application or future program applications will not be tolerated. Applicants found to have intentionally misrepresented information or who have violated the Terms & Conditions or Code of Conduct will be subject to removal from BGE Energy Solutions for Business Service Provider Directory listing or restricted program participation.

8. Eligibility: Incentives are available to industrial, commercial, government and institutional electric distribution service customers for the purchase and installation of qualifying energy-savings measures in the BGE service territory. These incentives are available to all commercial and industrial customers who pay the EmPOWER Maryland Energy Efficiency Charge, regardless of the retail electric supplier. Incentives cover products contracted for, purchased, and/or installed only for applications that have been Pre-Approved by the Energy Solutions for Business Program. As it pertains to the Energy Solutions for Business Program, BGE defines Pre-Approval as an application that has completed initial technical review and any required pre-inspection, and has been issued a Pre-Approval email by BGE. 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 application and Applicant 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 across all programs.

9. Approval and Verification: Pre-Approval is required for all Energy Solutions for Business applications. BGE reserves the right to pre-inspect any application site prior to Pre-Approval. No application related energy-savings measures may be contracted for, purchased, and/or installed prior to the date of BGE's Pre-Approval. All applications, and the work associated with them, must be completed within 6 months of application Pre-Approval, with the exception of Custom Retrofit/Add-on and New Construction and/or Major Renovation applications, which have one (1) year to complete. Applications are subject to the completion date listed on the Pre-Approval email associated with that application. For the purposes of

the Energy Solutions for Business Program, BGE defines "application completion" as the equipment proposed in the application installed correctly and in the quantity proposed in the application, and the final invoice and signed Pre-Approval Letter submitted to BGE. BGE reserves the right to verify sales transactions and to have reasonable access to your facility to inspect the energy-savings measures installed under this initiative, prior to issuing incentives, or at a later time. BGE reserves the right, for any reason, to stop Pre-Approving energy-savings measures 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.

10. Proof of Purchase: All applications, upon application completion and submission for final project approval, must have complete information and be submitted with an invoice itemizing the new equipment purchased. The invoice must indicate the date of purchase, the size, type, make, model, serial number, and part number. All information must be consistent with the submitted manufacturer specification sheets for that equipment.

11. Compliance: All applications, and the work associated with them, must comply with all federal, state and local codes and laws. BGE reserves the right to request and receive permits as a condition of payment of incentive.

12. Equipment Eligibility: All equipment must be brand-new. Used or rebuilt equipment is not eligible for incentives. Any equipment purchased or installed before Pre-Approval is ineligible for incentive. Existing equipment must meet specification requirements and be purchased and operating prior to submitting the application form.

13. Payment: BGE will authorize payment upon the application's review and approval should funds be available. The incentive check will be mailed 6-8 weeks after the application's completion and payment approval. Applications that list ineligible equipment will be cancelled. The customer may assign the incentive payment to a qualified Service Provider or other third party. Whether it be the Service Provider, end use BGE customer, or other third party, as indicated in the application, program incentives will only be granted to one party. The benefits/payments conferred upon the customer or their designated Service Provider through participation in this program may be taxable by the federal, state and local government. The BGE customer or its designated Service Provider is responsible for declaring and paying all such taxes.

14. Inspection: BGE staff and/or its representatives may conduct an inspection of the facility to survey the installed equipment. Eligibility for incentives is contingent on the results of the inspection. BGE reserves the right to withhold payment of incentives based on the results of an inspection.

15. Publicity: BGE reserves the right to publicize Applicant's participation in this program.

16. BGE/Program Logo: Applicant may not use the BGE corporate logo in any marketing, advertising, and/or promotional material. Applicant may not use the BGE name or the BGE Smart Energy Savers Program® name or program logo in any marketing, advertising, or promotional material without BGE's prior written consent and permission. Only Service Providers with a cumulative Service Providers Evaluation System score of eight (8) or above will be authorized to use the BGE Smart Energy Savers Program® Service Provider logo. A proof of any marketing, advertisement, or promotional material using the BGE Smart Energy Savers Program® Service Provider logo must be submitted to and approved by BGE before distribution and/or display. A Service Provider's listing on the Energy Solutions for Business Service Provider Directory does not constitute an endorsement, guarantee, or warranty of the performance, quality of work, and/or services offered by the Service Provider by BGE.

17. Disclaimers: BGE does not endorse any particular Service Provider, 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 Service Provider's quality of work, is not responsible for proper and legal disposal/recycling of any waste generated as a result of this application and/or the work associated with it, and is not liable for any damage caused by the installation of the equipment or for any damage caused by the malfunction of the installed equipment.

18. Verification: Any Service Provider and/or customer receiving an incentive payment may be contacted by an evaluator to verify service/equipment installation or be asked to complete a written, oral, or electronic survey.

19. Application Does Not Entitle Applicant 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 Applicant 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 Applicant to program participation or guarantee payment. Entitlement to program participation can only occur after BGE has issued a Pre-Approval Letter for the application. Pre-Approval will not be granted before all required information has been submitted, including but not limited to an application workbook, equipment specification sheets, and the application Terms and Conditions and code of conduct signed by the listed BGE customer. A complete list of required information can

VII. TERMS & CONDITIONS *continued*

be found at www.BGESmartEnergy.com.

20. Removal of Equipment: The Applicant agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the energy savings measures in accordance with all legal requirements. BGE encourages that equipment is disposed of and/or recycled in an environmentally friendly manner. The Applicant agrees to not install any of the removed equipment in the BGE service territory. The BGE customer is eligible for additional incentives after the replaced or retrofitted equipment has been installed for a minimum of 2 years.

21. Evaluation Follow-up Visits: The Applicant agrees, for a period of three (3) years after the final incentive payment, to allow BGE and/or its assigned representative to conduct on-site inspections to verify that the qualified measures or higher efficiency equipment is 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.

22. 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 and Code of Conduct in effect at the time of the Pre-Approval by BGE. Notwithstanding the foregoing, BGE reserves the right to delay or deny payments to Pre-Approved applications if it may result in exceeding the program budget.

23. No Warranties: BGE provides the list of energy efficient equipment and Service Providers for informational purposes only. 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 Applicant 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 of the energy-savings measures is proper or complies with any particular laws (including patent laws), codes, or industry standards. Under no circumstances will BGE be liable for indirect, special, consequential, punitive, or exemplary damages. 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.

24. Limitation of Liability: BGE's sole liability is limited to paying the properly qualified incentives specified in the application. Neither BGE nor any of its affiliates shall be liable to the Applicant 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.

25. Service Provider Selection: BGE acknowledges that the customer may select any BGE approved Service Provider to perform the work contemplated by any particular application. Any contractors, distributors, or other market providers performing work

contemplated in any particular application, including filing and submitting the application, need to be approved Service Providers. If a customer has a particular contractor, distributor, or other market provider that they plan to work with, that customer is encouraged to have the contractor, distributor, or other market provider register as a Service Provider. Notwithstanding the foregoing, the Applicant acknowledges that BGE has the right to prohibit specific Service Providers from program participation. BGE reserves the right to request and be provided with any and all current and applicable business licenses, construction permits, letters of good standing, and/or all other supporting documentation as required by the state of Maryland or its counties from any party directly or indirectly supporting the BGE customer's participation in this application. Expired licenses and/or permits will not be accepted. Failure to provide BGE with this request may result in cancellation of this application and denial of incentives.

26. Obligations between the Parties: Applicant acknowledges that by being selected by a customer to participate in the BGE Smart Energy Savers Program®, Applicant 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. BGE shall have no liability for Applicant's failure to perform, for failure of the energy-savings measures to function, for any damage to the customer's premises caused by Applicant, or for any and all damages to property or injuries to persons caused by the energy-savings measures.

27. 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 BGE customer, but including all rights to all associated PJM Energy, Capacity, and Reserves Products, and the BGE customer agrees to provide BGE with such further documentation as BGE may request to confirm its ownership of such benefits and products.

27. Applicant's Certification: Applicant certifies that, for any application where Applicant is designated the Service Provider, all proposed equipment has been installed in the defined location, in the quantity proposed in the application. Applicant agrees that all information is true and that he/she has conformed to all program and equipment requirements listed. By submitting the signed Pre-Approval Letter and final invoice for any application where Applicant is the indicated Service Provider, Applicant certifies that the proposed equipment listed in the application has been installed correctly and in the quantity indicated in the application, and verifies that all equipment is properly functioning. By submitting the Pre-Approval Letter, Applicant certifies that the submitted Pre-Approval Letter was signed by the BGE customer indicated in the application. Applicant has instructed the BGE customer of any application for which they are the indicated Service Provider on how to operate and maintain this equipment and has provided all necessary operation and maintenance manuals.

For more information about the program, go to BGESmartEnergy.com or call 410.290.1202.

EmPOWER Maryland programs are funded by a charge on your energy bill. EmPOWER programs can help you reduce your energy consumption and save you money. To learn more about EmPOWER and how you can participate, go to BGESmartEnergy.com.