

# Retro-Commissioning Facility IQ Service Application



**Consumers Energy**  
Business Energy Efficiency Programs

**Consumers Energy**  
*Count on Us®*

## About this Application

Retro-Commissioning (RCx) saves energy and money. Apply for the Retro-Commissioning Facility IQ Service from Consumers Energy and let experts assess your facility's energy use and show you how small changes can have a big impact on your bottom line.

## What is Retro-Commissioning Facility IQ?

Retro-Commissioning saves energy and money by reacting to weather and occupancy conditions. With the Retro-Commissioning Facility IQ Service, we optimize the operations of your building to run in the most energy efficient manner for the conditions. Further, benchmarking your building in ENERGY STAR® to compare it versus national ratings may uncover additional facility improvement measures (FIMs) to consider.

## How much could I save?

The Retro-Commissioning Facility IQ Service is a targeted operations and maintenance (O&M) based efficiency service. Operations and maintenance based investigations have routinely delivered paybacks for customers in two years or less and savings of up to 15% or more. The majority of the recommendations made after the assessment are modifications to existing control systems and do not require significant capital investment.

## Does my facility qualify?

If you can answer "yes" to **all** of the following questions, your facility is eligible:

- Do you purchase your electric and/or natural gas service from Consumers Energy?
- Does your facility have at least 40,000 square feet of conditioned (heated and cooled) space and/or consume at least 400 MWh of electricity annually?
- Is a majority of the building controlled by a building automation system (BAS) with direct digital control (DDC)?
- Is your facility free of major maintenance issues?
- Do you intend to operate the current building systems for the next five years without major upgrades?
- Are you willing and able to commit resources to conduct the study and implement findings (typically 20 man-hours)?
- Are you willing to commit at least \$7,500 (Tier 1 facilities) or \$5,000 (Tier 2 facilities) toward implementation of low-cost or quick payback measures (see Tier criteria on next page).

## Directions

Please save a copy of this form to your computer by selecting "File>Save As..." before entering text and numbers. Then fill in your information electronically and select "Save". Note that this form requires Adobe Reader® version 11.0 or later to function properly. Download the most recent version of Adobe Reader® at [Get.Adobe.com/reader](http://Get.Adobe.com/reader).

- Complete the Pre-Notification Application with a qualified Provider. Pre-notification is a requirement for the Retro-Commissioning Facility IQ Service.
- Complete the Final Application within 60 days of the completion of your project.

Interactive PDF is available at  
[ConsumersEnergy.com/retrocommissioning](http://ConsumersEnergy.com/retrocommissioning)

## Application Checklist

### □ Eligibility

To be eligible for this offering, customers must be able to answer "yes" to **all** of the questions under "Does my facility qualify?" in the previous column. A pre-screening tool will be used to further verify customer eligibility.

### □ Pre-Notification

Please sign pages 8 and 12, complete pages 3 and 8 - 12, and submit the Pre-Notification Application to Service Staff, including all required documentation, via email, mail or fax. Submitted Applications will be followed up with a telephone interview to verify eligibility for the service and confirm the approved Provider.

### □ Facility Energy Assessment

Customers will coordinate with the Provider energy assessment team to facilitate access to building systems and answer questions on facility equipment and operation during the assessment. Service Staff and the Provider will schedule a report delivery meeting to review planned and/or completed actions.

### □ Planning

A time-based implementation plan must be submitted by the Customer/Provider to Consumers Energy Business Energy Efficiency Programs after the assessment report is completed. This should include steps to implement your selected facility improvement measures to meet the **Minimum Customer Implementation Commitment** (see Page 2).

### □ Implementation

Implement your selected facility improvement measures and collect project documentation for submittal with the Final Application. Service Staff and the Provider will help you identify additional Commercial and Industrial Program incentives that may be available for work completed beyond the **Minimum Customer Implementation Commitment** (see Page 2).

### □ Project Completion

Please sign and complete page 14 of this Application and submit the Final Application to Service Staff, including all required documentation, via mail, email or fax. Service Staff will schedule a final verification meeting to verify compliance with the **Minimum Customer Implementation Commitment** (see Page 2).

### □ Submit Application by one of these methods:

**Mail:** Consumers Energy Business Energy Efficiency Programs  
P.O. Box 1040  
Okemos, MI, 48805  
**Fax:** 877-607-0738  
**Email:** [Retro-Commissioning@cmsenergy.com](mailto:Retro-Commissioning@cmsenergy.com)

## Available Incentives

- Retro-Commissioning Facility IQ is a “service incentive.” This means the Retro-Commissioning (RCx) based service is an incentive to the customer and is fully funded by Consumers Energy Business Energy Efficiency Programs (CEBEEP), up to the annual limits specified below, for sites approved to participate. The Retro-Commissioning Facility IQ Service is available to qualified commercial and/or industrial (C&I) business customers of Consumers Energy with at least one meter that is on an eligible rate for participation. This Service is not available to Consumers Energy business customers and/or sites that are participating in a self-directed option for the current Service year. The goal of this service is to help customers identify and implement opportunities, that have a simple payback of 18 months or less, to improve the efficiency of major energy-using systems and reduce costs without adversely affecting facility or system operations.
- Consumers Energy will provide the customer a \$1,500 upfront incentive for customer provided study support.
- The customer understands that the Retro-Commissioning Service has limited funding and that customers will be served until allocated funds are depleted. If funds are available, the incentive for this project will be reserved once this completed agreement has been received by the Retro-Commissioning Team. This service may be modified or terminated without notice.
- Qualified measures must be installed at facilities served by Consumers Energy and projects must result in a measurable improvement in energy efficiency. The following criteria is used to determine the **Minimum Customer Implementation Commitment**:

» General Criteria

- Required Measures Criteria: Payback ≤ 1.5 years.
- Implementation Requirement: Includes required low/no cost measures. Total project may include recommended capital measures eligible for incentives.
- Completion of the Retro-Commissioning Facility IQ Service Pre-Screening process.

Tier 1 (Large) Facilities Criteria

- > 1,600 MWh Annual Electricity Consumption and/or > 125,000 sq. ft. of Conditioned Space
- \$7,500 Base Implementation Requirement

Tier 2 (Mid-Size) Facilities Criteria

- 400 - 1,600 MWH Annual Electricity Consumption and/or 40,000 - 125,000 sq. ft. of Conditioned Space
- \$5,000 Base Implementation Requirement

- Custom Incentives for the Retro-Commissioning Facility IQ Service are provided to qualifying facilities that meet the **Minimum Customer Implementation Commitment**. Prior to receiving Retro-Commissioning Facility IQ Service Custom Incentives, customers will be required to sign a Final Application confirming compliance with of the Minimum Customer Implementation Commitment. Custom Incentives for implemented facility improvement measures (FIMs) shall be split evenly between the provider and customer, up to 100% of the total FIM implementation cost less the \$1,500 upfront incentive for customer provided study support, as follows:
  - » FIMs implemented within 3 months of the energy assessment will be incentivized at a rate of \$0.05/kWh saved and \$6.00/Mcf saved (customer and contractor each receive \$0.025/kWh saved and \$3.00/Mcf saved).
  - » FIMs implemented 3 months or more after the energy assessment will be incentivized at a rate of \$0.025/kWh saved and \$3.00/Mcf saved (customer and contractor each receive \$0.0125/kWh saved and \$1.50/Mcf saved).
  - » Additional incentives for implemented FIMs may be available through the CEBEEP Commercial and Industrial Program.

## Program Year Incentive Limits

The amount of incentives a customer can receive is limited. A facility is defined as a single customer who is responsible for paying the Consumers Energy electricity and/or natural gas bill. A customer is defined as the organization under which the company (or companies) are owned or operated, regardless of who is responsible for paying the bill. The facility must have a commercial rate code. The program has a limited annual budget. Applications will be processed until allocated funds are reserved or spent each program year.

<b>Commercial and Industrial Program Prescriptive Incentives</b>	100% of the total project cost.
<b>Commercial and Industrial Program Custom Incentives</b>	50% of the total project cost.
<b>RCx Program Facility IQ Service Energy Assessment Incentives</b>	\$35,000 per study for Tier 1 facilities. \$25,000 per study for Tier 2 facilities.
<b>RCx Program Facility IQ Service Custom Incentives</b>	100% of the total FIM implementation cost less the \$1,500 upfront incentive for customer provided study support.
<b>Total RCx Program Incentives</b>	\$120,000 across all facilities per customer.
<b>Natural Gas Customer Incentives</b>	\$1,000,000 across all facilities per customer. (100% of the calculated incentive up to \$500,000, and 50% above \$500,000)
<b>Electric Customer Incentives</b>	\$2,000,000 across all facilities per customer.

# Retro-Commissioning Facility IQ Service Pre-Notification Application

**Important:** Please read the terms and conditions before signing and submitting this application. You must complete all information and provide required documentation to avoid processing delays.

Your Consumers Energy Advisor (if known) \_\_\_\_\_

Who should we call with questions about the application?  Customer  Provider Contact

## Primary Business Type

- |  |   |  |   |                            |
|--|---|--|---|----------------------------|
| <input type="checkbox"/> Agriculture       | <input type="checkbox"/> Heavy Industrial   | <input type="checkbox"/> Hotel                 | <input type="checkbox"/> Big Box Retail           | _____ MWh                  |
| <input type="checkbox"/> Auto Repair       | <input type="checkbox"/> Light Industrial   | <input type="checkbox"/> Motel                 | <input type="checkbox"/> Small Retail             | _____ Facility Size (Area) |
| <input type="checkbox"/> Biotech           | <input type="checkbox"/> High School        | <input type="checkbox"/> Municipality/Assembly | <input type="checkbox"/> Full Service Restaurant  | _____ ft <sup>2</sup>      |
| <input type="checkbox"/> Convenience Store | <input type="checkbox"/> School (K-8)       | <input type="checkbox"/> Large Office          | <input type="checkbox"/> Quick Service Restaurant | _____ Age of Facility      |
| <input type="checkbox"/> Grocery           | <input type="checkbox"/> University/College | <input type="checkbox"/> Small Office          | <input type="checkbox"/> Warehouse                | _____                      |
| <input type="checkbox"/> Data              | <input type="checkbox"/> Hospital           | <input type="checkbox"/> Religious             | <input type="checkbox"/> Other _____              | _____                      |

## Natural Gas Provider

- Consumers Energy  
 DTE Energy  
 Other \_\_\_\_\_

## Electricity Provider

- Consumers Energy  
 DTE Energy  
 Other \_\_\_\_\_

## Project Information

Name of Applicant's Business (as it appears on taxpayer ID#) \_\_\_\_\_

DBA (if applicable) \_\_\_\_\_

Project Name (if applicable) \_\_\_\_\_

Company Name (as it appears on Consumers Energy bill) \_\_\_\_\_

Name of Contact Person \_\_\_\_\_ Title \_\_\_\_\_

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

Facility Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Consumers Energy Natural Gas Account Number (at Project Location)

Consumers Energy Electric Account Number (at Project Location)

## Customer Tax Information (Required for all applications)

Tax Status\*:  Individual/Sole proprietor  C Corporation  Partnership  LLC Enter Tax Classification \_\_\_\_\_  
 single-member LLC  S Corporation  Trust/estate  Other \_\_\_\_\_

Tax ID Number: Please provide your EIN/Federal Tax ID below.

EIN/Federal Tax ID    -

Exemptions:

Payee Code \_\_\_\_\_ FATCA Code \_\_\_\_\_

## Provider Information

Name of Consulting Company \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Rebate Processor Name \_\_\_\_\_ Email \_\_\_\_\_

\*W-9 must be provided for payee with application.

For internal use only

<b>Date</b>	<b>Assigned</b>	<b>CE -</b>
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## Service Agreement: Terms and Conditions

Consumers Energy Business Energy Efficiency Program (Utility) or Retro-Commissioning Team makes available a Retro-Commissioning Facility IQ that offers service incentives to eligible Utility customers who agree to implement recommended electric and/or natural gas facility improvement measures (FIMs) at the Customer Facility listed above (Facility). This Retro-Commissioning Facility IQ Application and this Agreement (Agreement) by and between Consumers Energy Business Energy Efficiency Program (Utility) and customer (Customer), whose signature is below, sets out the terms governing Customer's participation in the Service. The Agreement must be signed by Customer and returned to Consumers Energy within 30 days of signing to be considered for the Service.

### The parties agree as follows:

#### Definitions

The following terms used in this Agreement are defined as follows:

1. "Customer Selection Form" or "CSF" is the document maintained by the Retro-Commissioning Study Provider which summarizes the selected FIMs and their potential savings, FIM savings and the required FIM Bundle to be implemented. The actual amounts may vary if the scope of work changes. The CSF shall be signed by the Customer and Provider and then returned to Utility within 30 days from the date of the CSF being delivered to the customer. The Customer will have an opportunity to approve any changes to the CSF after informing the Utility and the Provider via a "Change Order".
2. "Measurement and Verification (M&V)" means the process of monitoring, measuring and/or verifying data related to equipment operation and electrical and/or natural gas energy use. M&V may be performed with either temporarily or permanently installed data logging equipment. M&V results are subject to Utility approval.
3. "Minimum Customer Implementation Commitment" is the minimum amount the Customer agrees to spend on the implementation of facility improvement measures ("FIMs") mutually agreed upon with the provider at the Customer's Facility as consideration for participation in the Service and the Retro-Commissioning Facility IQ study service incentive. The Minimum Customer Implementation Commitment is \$7,500.00 for Tier 1 facilities and \$5,000.00 for Tier 2 facilities (see page 2 of this agreement for tier criteria). The Customer is required to implement FIMs with a combined simple payback of 1.5 years or less based upon electrical and/or natural gas savings.
4. "Required FIMs" are the individual FIMs that have been identified in the Retro-Commissioning Facility IQ study and are required for implementation at the Customer's Facility.
5. "FIM Bundle" is the selection of Recommended FIMs chosen by Customer and Provider for implementation and documented in the CSF.
6. "Recommended FIM Costs" are estimated market costs (net of any discounts, rebates, incentives, or other consideration that reduces costs) for Customer to purchase and implement FIMs at Customer's Facility. The FIM Costs will be stipulated in the Customer Selection Form.
7. "Required Implementation Date" is the date by which the Customer must complete the Minimum Customer Implementation Commitment and is defined as 90 days (with approved exceptions) from the delivery date of the Customer Selection Form to the Utility.
8. "Retro-Commissioning Study" or "Study" is a systematic evaluation of a Customer's Facility completed by a Service-approved Study Provider to assist customers in identifying opportunities to improve the efficiency of major energy-using systems and reduce energy costs without adversely affecting facility or system operations. The Study includes investigating, identifying and recommending FIMs at the Customer's Facility. Customer understands that in order to receive the Incentive service, the Study must be completed by a Service-approved Study Provider.
9. "Retro-Commissioning Study Provider" (Provider or RCSP) is a Service-approved company contracted by the Utility to perform the Study. Providers and any of their employees are independent contractors and are not employees of Utility or Service Administrator.
10. "Study Cost" is the time and material costs for the Provider to complete the Study at the Facility. Study Cost will not exceed \$35,000 for Tier 1 facilities and \$25,000 for Tier 2 facilities (see page 2 of this agreement for Tier criteria). The customer will receive a \$1,500 upfront incentive for customer provided study support regardless of facility Tier.

#### Service administrator

The Utility will administer the Service. Responsibilities include, but not limited to, such activities as:

- Service administration.
- Marketing and project service development.
- Review, processing and approval of customer applications.
- Contracting Qualified Retro-Commissioning Providers to complete the Retro-Commissioning studies.
- Approval of all Study proposals.
- Conducting of pre- and post-installation inspections including measurement and verification activities.
- Issuing incentive payments to Retro-Commissioning Providers.

#### Customer eligibility

The Customer represents and warrants that it is an existing delivery services customer of the Utility at the Facility. The parties agree that Customer may take natural gas from a company other than Utility as long as Customer is obtaining delivery of electric service from Utility. Customer meets (or is excepted from) use, size and control system requirements for the Service.

#### RCx Facility IQ Service Provider

The RCx Facility IQ Service Provider is solely responsible for the Study performed under this Agreement. The Provider's responsibilities include:

- Active Trade Ally in our Consumer's Energy Business Energy Efficiency C&I Programs.
- Active, accurate and timely participation in the service.
- Attending required training.
- Generate proposals for eligible Customer Studies.
- Submit Study proposals for approval by the Retro-Commissioning Service.
- Submit approved Study proposals signed by participating Customer.

- Implementation recommendations; all measures and equipment recommended must meet the standard requirements and specifications in the Consumers Energy Business Energy Efficiency Programs 2023 Incentive Catalog and Policies and Procedures manual.
- Resolving customer questions, complaints or failed inspection items within 14 calendar days.
- Assist in submitting required forms and documentation at project implementation completion (including but not limited to invoices, reports, calculations, implementation plans and specification sheets, upon request).

### Service incentive

Customers who complete the Minimum Customer Implementation Commitment according to Service requirements qualify to receive the Study at no cost (Service Incentive). The Customer understands that in order to receive the Incentive, the Study must be completed by an approved Retro-Commissioning Provider. If the Provider is not able to identify a sufficient number of FIMs to satisfy the Minimum Customer Implementation Commitment, the Utility may reduce or waive the Minimum Customer Implementation Commitment. The Retro-Commissioning Service reserves the right to modify these rules as it sees necessary. Service rules in place at the time that the Customer and the Retro-Commissioning Study Provider signs Participation Agreement and/or Change Order, whichever is more current, will apply to that specific project.

Payment of incentives is strictly subject to completion and verification of work in accordance with the Retro-Commissioning Service rules. The Retro-Commissioning Service shall conduct a post inspection of all completed projects. If the Retro-Commissioning Team finds material discrepancy(ies) between the performed work and this Agreement, CSF, or the Change Order, whichever is most current, it will allow the Customer and the Retro-Commissioning Provider 14 calendar days from the time of Notification to remove the discrepancy(ies) in a manner acceptable to the Retro-Commissioning Service. The Retro-Commissioning Service reserves the right to disapprove and reduce the incentive if the Service rules are not followed or if work completed by the Customer or Provider is materially different than what was contained on the CSF or Change Order, whichever is most current.

### Project inspections

To confirm eligibility and support identification, implementation of FIMs and M&V, Customer shall provide the Utility and Providers:

- All requested Customer information including, but not limited to, account information, energy use data, relevant building systems documentation, contact information for Customer's existing service contractors whose knowledge or activities could support implementation and other relevant information for the completion of services under this Agreement.
- Assistance with the reporting and collection of information pertaining to the operation of the Facility and time for Facility personnel to interface with the Utility and Provider to assist with data collection from building systems. The Customer understands that monitoring devices or equipment may be installed temporarily at its facility as part of the Study and/or as part of Service evaluation after implementation.
- Access to the Facility throughout all phases of the project and for up to five (5) years from the date of equipment installation.

### Minimum customer implementation commitment

The Customer shall complete the Minimum Customer Implementation Commitment no later than the Required Implementation Date.

The Customer has sole discretion with guidance from the Provider as to which FIMs are selected to meet the Minimum Customer Implementation. Costs related to the Customer personnel assistance under the Service does not count toward the Minimum Customer Implementation Commitment. Upon completion of the CSF Bundle, the Customer shall provide the Utility with written (email is sufficient) notification stating that the CSF Bundle is implemented and operational. The Customer acknowledges that the Customer is responsible for separately arranging and paying for the implementation of CSF Bundle. To the extent that the Utility determines (in its sole and reasonable discretion) that the Customer failed to fulfill the Minimum Customer Implementation Commitment, the Customer shall pay the Utility the expended Study Cost identified in the Application section of this Agreement within 60 days of written notice from the Utility. The Customer may be required to refund some or all of the Incentive if the measures do not remain (or were not) installed for a period of five (5) years or the end of the product life, whichever is less.

### Agreement term

The term of this Agreement shall not exceed 12 months without written exception agreement of all Parties. It is anticipated that the project shall last approximately 12 months. However, the Customer shall have the right to terminate this Agreement at any time up until the time of proposal acceptance.

### Customer information

The Customer authorizes Utility to provide applicable Customer data necessary for providing the Service's services and support, including Utility account information and energy use data and other personally-identifiable information ("PII"), to the Service Administrator and Provider. Utility and Provider shall only utilize such Customer data for providing services related to this Agreement to the Customer and Utility or Service Provider shall not disclose Customer data to any outside organization without the Customer's consent. However, the Customer understands that the Utility or RCSP may disclose such information to its attorneys or be required to disclose Customer data in connection with law enforcement, fraud prevention, regulation and other legal action; in those cases, Utility and RCSP will comply with all legal requirements of the jurisdiction of the individual whose Customer data would be disclosed before making such disclosure. **Accordingly, the Customer hereby releases, holds harmless and discharges utility, its agents, officers, directors, shareholders, employees, contractors, affiliates, successors in interest and assigns from and against any and all claims of whatever nature arising in connection with or associated with the sharing of customer bill or any other utility data.**

Utility reserves the right to associate with customer's business and include Customer's participation in the Service for promotion and advertising purposes however, specific project details will not be released without prior consent.

The Customer may opt out of such publication or any recognition in writing provided to Utility.

## Energy benefits

The Customer acknowledges that Federal Energy Regulatory Commission (FERC) Order issued on June 1, 2012, at Docket No. ER11-4081- 000 ("FERC Order") approves of the inclusion of energy efficiency resources as planning resources in a utility's resource adequacy plan (all italicized terms as defined in the FERC Order). Accordingly, Customer and Utility agree that all such rights afforded with respect to energy efficiency resources, including but not limited to the right to identify them as a planning resource so as to include them in a resource adequacy plan, shall inure exclusively and fully to Utility. The Customer agrees that it will not claim ownership in such energy efficiency resources for purposes of identifying them as a planning resource in accord with the FERC Order or include them in a resource adequacy plan.

## Fraud

The Customer represents and warrants that it is eligible and authorized to participate in the Service and that Customer's participation in the Service will not result in the violation or breach by Customer of law, Customer's contractual obligations, or other duties to or rights of any third party. Any person who knowingly files an application containing any materially false information or who purposely or misleadingly conceals information subjects such person to criminal and civil penalties. Any and all funds or incentives determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to the payer. Any Customer found to be engaged in any fraudulent activity or misrepresentation of any kind will be removed from the Service. This section will not limit other remedies that may be available in response to the filing of a false or fraudulent application, including, but not limited to, referral to law enforcement authorities.

## Disclaimer of warranties

The Customer shall independently evaluate any information provided by Utility or Provider to estimates of energy savings or costs and is solely responsible for any decision related to the FIMs implemented. Responsibility for delivery and workmanship related to any equipment or services Customer procures exclusively rests with the contractor or retailer selected by Customer. Utility and RCSP make no warranties or representations of any kind, expressed or implied, or assume any legal liability with respect to the performance or effectiveness of any potential energy savings, accuracy, completeness, or usefulness of any data, information, method, product or process disclosed in this document, or represents that its use will not infringe any privately owned rights, including, but not limited to, patents, trademarks, or copyrights, equipment installed, measures implemented and/or services rendered by any person or entity in connection with the Service. **Utility and RCSP disclaim all warranties, express or implied, to the maximum extent under law where statutory or otherwise, including without limitation any warranties of merchantability or fitness for a particular purpose.** Additionally, Customer shall clearly identify any information which it deems confidential and that the Retro-Commissioning Service will use its best efforts to maintain such confidentiality.

## Limitations of liability

To the fullest extent allowed by law, Utility and Utility total liability, regardless of the number of claims, will be limited to the costs associated with providing the Incentive in accordance with this Agreement and Utility, Service Administrator, Provider and their respective directors, employees and subcontractors shall not be liable to the Customer or any other party for any other obligation. Notwithstanding any other provision of this Agreement to the contrary, in no event will Utility, Service Administrator and their respective directors, employees and subcontractors be liable hereunder to customer or any third party for any type of damages, whether indirect, special, incidental, consequential, exemplary, reliance or punitive (even if advised of the possibility of such damages), including, without limitation, loss of use or loss of profits, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind.

## Indemnification

The Customer shall defend, protect, indemnify and hold harmless Utility, Provider and their respective board members, officers, employees, contractors and agents (collectively, the "Indemnified Parties") against all claims, losses, expenses, damages, demands, judgments, causes of action, suits, costs (including attorney's fees and expenses) and liability of every kind and character whatsoever ("Claims") arising out of or incident to, or related in any way to, directly or indirectly, participation in the Service or to this Agreement; provided however, that Customer is not required to indemnify and hold harmless any Indemnified Party against Claims adjudicated to have been caused by an Indemnified Party's sole negligence or intentional misconduct.

The Customer and Trade Ally Provider shall defend, indemnify and hold DNV and Consumers Energy, its officers and directors, employees harmless from and against any and all claims, demands, causes of action, suits, including but not limited to injury, death or damage to property and other litigation and related damages, losses and expenses, violation of any laws, or failure to maintain any licenses or permits, including but not limited to attorney's fees arising out of or resulting from the services performed or failed to be performed by the Customer and Trade Ally Provider or anyone for whose acts they may be liable. The Customer and Trade Ally Provider shall reimburse DNV and/or Consumers Energy for all expenses, including but not limited to attorney's fees, paid or otherwise incurred to in interest, of and from any and all debts, demands, actions, causes of action, suits, accounts, covenants enforce the provisions of this paragraph if either Customer's or Trade Ally Provider's insurer refuses to so defend, indemnify or hold DNV and/or Consumers Energy harmless as provided above. The Customer and Trade Ally Provider hereby unconditionally and irrevocably releases and forever discharges, to the fullest extent permitted by applicable law, DNV and Consumers Energy, its officers, directors, employees, agents, representatives, assigns, affiliates, parents, subsidiaries and successors, contracts, agreements, damages and any and all claims, demands and liabilities arising in relation to this Agreement or the work of Trade Ally Provider hereunder. In no event shall DNV or Consumers Energy be liable to the Customer or Trade Ally Provider for any consequential, indirect, exemplary, special, incidental or punitive damages including, without limitation, lost profits, even if such damages are foreseeable or the damaged party has been advised of the possibility of such damages and regardless of whether any such damages are deemed to result from the failure or inadequacy of any exclusive or other remedy,

and in no event shall DNV's or its Consumers Energy's liability to the Customer or Trade Ally Provider exceed the total amount of payments made under this Agreement.

### **Pre-Existing conditions**

The Customer will not hold the Retro-Commissioning Service, its representatives or Providers, responsible for any pre-existing problems at the facility, including, but not limited to, toxic or hazardous materials found at the facility, roof leaks or other structural problems.

### **Toxic materials**

Toxic materials removed, including but not limited to lamps and PCB ballasts, must be permanently taken out of service and disposed of in accordance with federal and state laws or regulation and local codes and ordinances. The Customer is responsible for being aware of any applicable codes or ordinances. Information about hazardous waste disposal can be found at [EPA.gov/wastes](http://EPA.gov/wastes).

The Retro-Commissioning Team and Provider shall comply with all applicable federal, state and municipal laws, ordinances, codes, acts, statutes, rules, orders and regulations, which apply to its actions at the facility or to the project. Retro-Commissioning Provider shall ensure that all work is performed in compliance with reasonable safety and work practices and applicable federal, state and local laws, rules and regulations, including but not limited to, "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor and the Michigan Occupational Safety and Health Administration.

### **Tax liability**

Customer acknowledges that receipt of any incentive pursuant to this Agreement may result in taxable income to the Customer, even if Customer does not directly receive a payment and that Customer is solely responsible for payment and reporting taxable income, if any, with respect to Customer's taxes. The Customer should consult his or her own tax advisor with respect to the tax treatment of Incentive provided pursuant to this Agreement. Nothing in this Agreement is intended to constitute tax advice and cannot be used for the purpose of avoiding penalties under the Internal Revenue Code.

### **Governing law**

This Agreement shall be exclusively governed by and interpreted in accordance with the laws of the state where the Facility is located, excluding choice of law rules. Any litigation between the parties shall be prosecuted only in the state or federal courts of the state where the Facility is located.

### **Entire agreement/modification**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior representations or understandings, whether written or oral. No amendment or waiver of any of the provisions of this Agreement will be effective unless it is in writing and signed by all parties.



## Retro-Commissioning Facility IQ Service Customer Acceptance

By signing below, I certify that:

1. The information provided in this Retro-Commissioning Facility IQ Service Application and Agreement is accurate and complete and I will notify Utility immediately of any changes to such information;
2. I have read, understand and agree to be bound by and comply with the terms set forth in this Agreement;
3. As the Customer Representative, I have the authority to bind the Customer to the terms set forth in this Agreement. If a tenant, Customer is responsible for obtaining the property owner's permission to install the measure(s) for which the Customer is applying for a service incentive. By signing this Agreement, Customer represents that Customer has obtained such permission;
4. I consent to having my account information shared between Consumers Energy and DTE Energy if I have a DTE account.

### Customer

Customer Name	Customer Representative
Customer Signature	Date
Print Name	Title

### Provider

Provider Name	Provider Representative
Provider Signature	Date
Print Name	Title

### Utility Representative

Utility Representative	
Signature	Date
Print Name	Title

# APPENDIX

## Retro-Commissioning Facility IQ Service Requested Additional Information

### Facility Information

_____ ft <sup>2</sup> , Total Area	_____ Number of full time employees on maintenance staff
_____ ft <sup>2</sup> , Conditioned Area	_____ Manufacturer of building automation system (BAS)
_____ Years of Construction	_____ Age of BAS
_____ Number of Floors	_____ Annual Hours of Operation
_____ % Occupied	
_____ Number of people in the building 8+ hours per day	

### Facility General Description

Outline the major facility space types, their scheduling and typical occupant densities (e.g. 10,000 ft<sup>2</sup>, 24-hour computer center that is 95% unoccupied).

Space/Location	Type	Scheduled Hours and Days Occupied

Describe the major interior loads of the facility and identify any that dictate how the HVAC system is operated.

Activity	HVAC Load	Season and Estimated Hours

Briefly describe past energy-efficiency projects or studies completed for the facility, including previous Retro-Commissioning projects.

Describe any currently planned energy efficiency, renovation or equipment replacement/upgrade projects for the facility.

Are there any scheduling issues that could affect the Retro-Commissioning work (e.g., major renovations or equipment replacements/upgrades)?

# APPENDIX

## Retro-Commissioning Facility IQ Service Requested Additional Information

### Facility Staff

Please identify key individuals responsible for the operation of the facility and state how long they have held their current positions. Also indicate individuals who will act as a part of the owner's project team by entering the amount of discretionary time to assist in the process cooling study.

Name	Position	Years in Position	Responsibilities	Availability for Study

### Equipment Control

Please indicate the level of access and capability the chief facility engineer, staff and/or controls contractor have to interact with the facility's energy management control system (select one):

- None
  Some (e.g., able to adjust set points and schedules)
  Full (e.g., able to modify control logic and trend facility data)

Identify the type and manufacturer of the facility's energy management control system (EMS). If the facility does not have an automated control system, please indicate.

Is the EMS capable of trending and storing data for numerous points simultaneously?

When is the EMS likely to be replaced or receive a major upgrade?

Please complete the following table to indicate how your building systems are controlled. (Place an X in the appropriate boxes below)

System	Full DDC	DDC Electric to Pneumatic	Pneumatic Control	Manual Control	Additional or Other Controls
Lighting					
Fans (exhaust, etc)					
Terminal air units (VAVs, etc)					
AHUs, RTUs					
Chillers					
Boilers					
CHW Pumps					
HW Pumps					
Cooling Towers					

If the EMS is managed externally, please provide the following:

Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_

# APPENDIX

## Retro-Commissioning Facility IQ Service Requested Additional Information

### Equipment Details

Please complete the following table listing the Facility's major HVAC and lighting system components.

Equipment Type	Size	Age
<b>Air Handling</b>		
<b>Heating source</b>		
<b>Cooling Source</b>		
<b>Heat Rejection</b>		
<b>Other HVAC Equipment</b>		
<b>Lighting Systems and Controls</b>		

# Retro-Commissioning Facility IQ Service Energy Assessment Proposal Acceptance

Proposal Date \_\_\_\_\_ Proposal Amount \_\_\_\_\_ Minimum Customer Implementation Commitment \_\_\_\_\_

Comments:

## If you answer yes to ALL of the following questions your facility is eligible:

- Do you purchase your electrical and/or natural gas service from Consumers Energy?
- Does your facility have at least 40,000 square feet of conditioned (heated and cooled) space and/or consume at least 400 MWh of electricity annually?
- Is a majority of the building controlled by a building automation system with direct digital control?
- Is your facility free of major maintenance issues?
- Do you intend to operate the current building systems for the next five years without major upgrades?
- Are you willing to commit at least \$7,500 (Tier 1)/\$5,000 (Tier 2) towards the implementation of low cost or quick payback measures?
- Are you willing to dedicate staff time (up to 20 hours) to assist with the on-site assessment?

## Proposal Acceptance

Company Name*	
Customer Signature	Date
Print Name	Title
Solutions Provider Agent Signature	Date
Print Name	Title

## Assignment of Energy Assessment Cost Incentive to Provider

I authorize the payment of the incentive to the third party named below and I understand that I will not be receiving the incentive payment. I also understand that my release of the payment to a third party does not exempt me from the service requirements outlined in the Incentive Catalog, Final Application Agreement and Terms and Conditions.

### Authorized By:

Customer Name	Signature	Date
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### Check should be made payable to:

Individual/Company Name*	Phone	
Mailing Address		
City	State	ZIP

**Tax Status\*\*:**  Individual/Sole proprietor single-member LLC  C Corporation  Partnership  LLC Enter Tax Classification \_\_\_\_\_  
 S Corporation  Trust/Estate  Other \_\_\_\_\_

### Tax ID Number

 Please provide your EIN/Federal Tax ID below.

EIN/Federal Tax ID    -

### Exemptions

Payee Code \_\_\_\_\_ FATCA Code \_\_\_\_\_

## Utility Representative

Utility Representative	
Signature	Date
Print Name	Title

- Phase I completed
- ▶ Upon signing this application, I certify as the building owner or the owner's authorized representative that the information contained within this application is true and accurate.

\*Company name as it appears on your W-9.

\*\*W-9 must be provided for payee with application.



## Retro-Commissioning Facility IQ Service Final Application

Important: Please read the Application Agreement before signing and submitting this application. You must complete all information and provide required additional documentation to avoid processing delays. For assistance in completing these forms and with the overall application process, please refer to the Application Instructions and Checklist pages.

### Retro-Commissioning Facility IQ Service Required Measures Completed

#### Confirm Completion of Measures

Total Facility IQ Test Cost	Actual Completion Date
Company Name*	Project #
Customer Signature	Date
Print Name	Title

▶ Upon signing, I am stating that I have read and understand the Terms and Conditions set forth by this service.

\*Company name as it appears on your W-9.

#### Utility Representative

Utility Representative	
Signature	Date
Print Name	Title

Phase III completed