

Retro-Commissioning Building Tune-Up Application



Consumers Energy
Business Energy Efficiency Programs

Consumers Energy

Count on Us®

About this Application

Apply for the Building Tune-Up Retro-Commissioning (RCx) Service from Consumers Energy and let experts assess your facility's energy use and show you operational changes that can have a big impact on your bottom line.

What is Retro-Commissioning (RCx)?

Retro-Commissioning saves energy and money by reacting to weather and occupancy conditions. With the Building Tune-Up RCx Service, we optimize the operations of your building to run in the most efficient manner for the conditions.

How much could I save?

The Building Tune-Up RCx Service is a targeted operations and maintenance (O&M) based efficiency service. Operations and maintenance based investigations have routinely delivered paybacks for customers in 18 months or less and savings of 5-15% 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 answer "yes" to **all** of these questions your facility is eligible:

- Do you purchase your electric or both electric and natural gas service from Consumers Energy?
- Does your facility have less than 150,000ft² of conditioned (heated and cooled) space and/or does your facility meet one or both of the following use criteria?
 - Between 400 MWh and 1,600 MWh of annual electric use.
 - If applicable, between 6,000 and 30,000 Mcf of annual natural gas use.
- Is your facility free of major maintenance issues?
- Do you intend to operate the current building systems for the next five (5) years without major upgrades?
- Are you willing to commit resources to conduct, study and implement findings?

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 to function properly. Download the most recent version of Adobe Reader® at Get.Adobe.com/reader.

- A** Complete the pre-notification application. Pre-notification is a requirement for the Building Tune-Up RCx Service.
- B** Work with your Energy Advisor to schedule a time for a walk through.
 - **Option 1 Find and Fix method (preferred):** Coordinate with your Trade Ally or contractor to be present during the walk through to implement improvements same day.
 - **Option 2 Traditional method:** Coordinate a time for your facility assessment and then work through implementation with your contractor after the report with recommendations has been provided.

- C** Review the completed Investigation Report with your Energy Advisor and select improvements for implementation.
- D** Implement improvements within eight weeks of receiving the Investigation Report.

Application Checklist

Eligibility

Eligible customers must be served by Consumers Energy electric or both electric and natural gas services. Eligible facilities must meet size and use criteria (see previous column).

Submit Application

Email, mail or fax a completed copy of the application including all required documentation. Please sign page 8 of this application. Customer applications will be followed up with a telephone interview to verify eligibility for the service.

Facility Assessment and Planning

Customers will coordinate with the Consumers Energy Business Energy Efficiency Programs team to provide access to building equipment and systems as well as answer questions on facility equipment and operation during the site assessment.

- **Option 1 Find and Fix method (preferred):** Coordinate with your Trade Ally or contractor to be present during the facility assessment to implement improvements same day. This results in a faster overall process to achieve energy savings and earn your rebate.
- **Option 2 Traditional method:** Coordinate a time for your facility assessment and then, once the report with recommendations has been provided, work with your contractor to implement selected improvements.

Implementation

Install your selected no/low cost efficiency improvement(s). Collect project documentation for submittal. Additional incentives may be available for work completed beyond the implementation requirements. Service staff will help you determine what may also be available.

Project Completion

Submit the final application to service staff via mail, email or fax. Service staff will schedule a final verification meeting to verify implementation and compliance with the service.

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

Available Incentives

- The Building Tune-Up RCx is a “service-incentive”. This means the Retro-Commissioning based service is an incentive to the customer and is fully funded by Consumers Energy Business Energy Efficiency Programs for sites approved to participate. The Building Tune-Up RCx Service is available to qualified commercial and industrial 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 program 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 energy costs without adversely affecting facility or system operations. Qualified measures must be installed at facilities served by Consumers Energy and projects must result in a measurable improvement in energy efficiency. The maximum service incentive payment from the Building Tune-Up RCx Service is \$50,000 across all facilities per customer. Each study is fully covered by Consumers Energy.
- The customer understands that the Building Tune-Up RCx 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 Consumers Energy Business Energy Efficiency Programs Team. This service may be modified or terminated without notice.
- Rebates can be reassigned to your Trade Ally if desired.
- **Customer Agreement:** Implement recommended low cost/no cost improvements with less than a year payback as agreed upon between you and your Energy Advisor.

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

Study Incentives	100% of the total cost is covered by Consumers Energy.
Customer Agreement	Implement recommended low cost/no cost improvements with less than a year payback as agreed upon between you and your Energy Advisor.
Verified Saving Incentives	\$6.00/Mcf and \$0.05/kWh (up to 100% of suggested improvements).
Retro-Commissioning Facility Verified Incentive Limit	\$10,000 per facility per year.
Retro-Commissioning Customer Verified Incentive Limit	\$50,000 per customer per year.

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.

Primary Business Type

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

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)

Customer Tax Information (Required for all applications)

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

Tax ID Number: Please provide your EIN/Federal Tax ID below. **Exemptions:** _____
 EIN/Federal Tax ID Payee Code _____ FATCA Code _____

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

Applicant Information

Third Party Payment Release

Skip This Section If Rebate Check Will Be Made Payable To Customer

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 program requirements outlined in the Incentive Catalog, Final Application Agreement and Terms and Conditions.

Authorized By:

Customer Name _____ Signature _____ Date _____

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 _____

▶ Please note that this document will require re-saving each time a digital signature is used.

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

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

For internal use only

Date	Assigned	CE -
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Service Agreement: Terms and Conditions

Consumers Energy Business Energy Efficiency Programs (Utility) or Retro-Commissioning (RCx) Team makes available a Building Tune-Up RCx Service that offers service incentives to eligible Utility customers who agree to implement recommended electric or both electric and natural gas improvements at the customer facility listed above (Facility). This Building Tune-Up Application and Customer Agreement (Agreement) by and between Consumers Energy Business Energy Efficiency Programs (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 Utility team which summarizes the selected improvements and their potential savings, and the required improvements to be implemented. The actual savings may vary if the scope of work changes. The CSF shall be signed by the Customer 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 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. "Customer Agreement" is the commitment the Customer will make to review the low cost/no cost recommendations with their Energy Advisor and select improvement(s) for implementation.
4. "Improvement Bundle" is the selection of Recommended Improvements chosen by Customer and Utility for implementation and documented in the Customer Selection Form.
5. "Recommended Improvement Costs" are estimated market costs (net of any discounts, rebates, incentives, or other consideration that reduces costs) for Customer to purchase and implement improvements at Customer's Facility. The Improvement Costs will be stipulated in the Customer Selection Form.
6. "Required Implementation Date" is the date by which the Customer must complete the Minimum Customer Implementation Commitment and is defined as 8 weeks (with approved exceptions) from the delivery date of the signed Customer Selection Form to the Utility.
7. "Retro-Commissioning Study" or "Study" is a systematic evaluation of a customer's facility completed by the Utility 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 improvements at the Customer's facility.

Customer understands that in order to receive the incentive service, the Study must be completed by Utility team.

8. "Study Cost" is the time and material costs for Utility to complete the Study at the Facility. Study Cost will be covered at 100% by Consumers Energy.

Service administrator

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

- Service administration.
- Marketing and project development.
- Review, processing and approval of customer applications.
- 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 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, controls system requirements for the Service.

Building Tune-Up RCx Provider

Consumers Energy will be the RCx Provider and is solely responsible for the Study performed under this Agreement. Provider's responsibilities include:

- Review applications and ensure Customer eligibility.
- Conduct and submit study to Customer in a timely basis.
- Assist Customer with implementation of facility improvement measures.
- Assist in submitting required forms and documentation at project implementation completion (including but not limited to reports, calculations and implementation plans, upon request).
- Verify all measures were implemented properly.
- Issue final incentive payout once measures are verified.
- Resolving Customer questions or complaints within two business days.

Service incentive

Customers who comply with the Customer Agreement qualify to receive the Study at no cost. The Customer understands that in order to receive the Incentive, the Study must be completed by Utility. Utility team will deliver to the Customer a CSF identifying the improvements available for implementation at the Facility. 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 signs Service Agreement 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 Service shall conduct a post inspection of all completed projects.

Project inspections

To confirm eligibility and support identification, implementation of improvements and M&V, Customer shall provide:

- 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 implement improvements no later than the Required Implementation Date.

The Customer has sole discretion, with guidance from the Utility, as to which improvements are selected. Upon completion of the CSF Bundle, Customer shall provide 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 their agreement, 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 twelve (12) months without written exception agreement of all Parties. It is anticipated that the project shall last approximately six (6) months. However, 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 and support, including Utility account information and energy use data and other personally-identifiable information ("PII"), to the Service Administrator and Provider. Utility, and subcontractors shall only utilize such Customer data for providing services related to this Agreement to the Customer and all parties shall not disclose Customer data to any outside organization without the Customer's consent.

However, Customer understands that the Utility 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, the Utility and its subcontractors will comply with all legal requirements of the jurisdiction of the individual whose Customer data would be disclosed before making such disclosure.

Accordingly, 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. 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. 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 to estimate energy savings or costs and is solely responsible for any decision related to the improvements 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 makes no warranties or representations of any kind, expressed or implied, nor assumes 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, nor 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 disclaims 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 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, 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, Provider 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

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 Customer's Contractor shall defend, indemnify and hold Utility and its officers and directors, employees and representatives 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 Customer's Contractor or anyone for whose acts they may be liable. The Customer and Customer's Contractor shall reimburse Utility and its subcontractors 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 Customer's Contractor insurer refuses to so defend, indemnify or hold Utility and its subcontractors harmless as provided above. The Customer and Customer's Contractor hereby unconditionally and irrevocably releases and forever discharges, to the fullest extent permitted by applicable law, Utility and its subcontractors, 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 Customer's contractor hereunder. In no event shall Utility and its subcontractors be liable to Customer or their contractor 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 Utility and its subcontractor's liability to Customer or their contractor exceed the total amount of payments made under this Agreement.

Pre-Existing conditions

The Customer will not hold the Retro-Commissioning Services, 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. Customer is responsible for being aware of any applicable codes or ordinances. Information about hazardous waste disposal can be found at Epa.gov/wastes.

The Retro-Commissioning Team 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. Smart Building Provider shall ensure that all assessment and verification 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

The 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.

Customer Acceptance

By signing below, I certify that:

1. The information provided in this Building Tune-Up RCx Service Application and Customer Agreement is accurate and complete and I will notify Consumers Energy 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

Utility Representative

Utility Representative	
Signature	Date
Print Name	Title

Building Tune-Up RCx Notification

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)?