RETROFIT

2013 Pay-for-Performance For RCx and MBCx Services

Choose Program Administrator for Application

☐ Cape Light Compact ☐ National Grid ☐ NSTAR
☐ Unitil ☐ Western Massachusetts Electric Company

Customer Information

COMPANY NAME _____ **APPLICATION DATE** _____

INSTALLATION SITE _____ **PHONE NUMBER** _____

CONTACT PERSON _____ **FAX NUMBER** _____

E-MAIL ADDRESS _____ **SQ. FT.** (covered by this application) _____

STREET ADDRESS _____ **CITY** _____ **STATE** ____ **ZIP** _____

MAILING ADDRESS (if different) _____ **CITY** _____ **STATE** ____ **ZIP** _____

ELECTRIC COMPANY NAME _____ **ELECTRIC ACCOUNT #** (or copy of electric bill) _____

GAS COMPANY NAME _____ **GAS ACCOUNT #** (or copy of gas bill) _____

BUILDING TYPE: (select one) **TOTAL FACILITY SQ. FT.** _____

☐ Assembly	☐ Fast Food	☐ Hotel	☐ Multi Story Retail	☐ Religious	☐ Small Retail
☐ Automobile	☐ Full Service Restaurant	☐ Large Refrigerated Space	☐ Multifamily high-rise	☐ K-12 Schools	☐ University
☐ Big Box	☐ Grocery	☐ Large Office	☐ Multifamily low-rise	☐ Small Office	☐ Warehouse
☐ Community College	☐ Heavy Industrial	☐ Light Industrial	☐ Other _____		
☐ Dormitory	☐ Hospital	☐ Motel			

Payment Method

CHECK PAYABLE TO: ☐ Customer
Fill in data below ☐ Vendor/Installer

TAX ID# _____ **COMPANY TYPE:** Check one: ☐ Incorporated, ☐ Not Incorporated, ☐ Exempt

Vendor Information

VENDOR/INSTALLER _____ **STREET ADDRESS** _____

CONTACT PERSON _____ **CITY** _____ **STATE** ____ **ZIP** _____

PHONE NUMBER _____ **E-MAIL** _____

Customer Acknowledgement

Pre-Installation — I certify that all statements made in this application are correct to the best of my knowledge and that I have read and agree to the Terms and Conditions on the back of this form. **ANTICIPATED COMPLETION DATE:** _____

AUTHORIZED SIGNATURE _____ **NAME** (print) _____ **DATE** _____

Post-Installation — I certify that I have seen the Energy Efficiency Measures that have been installed and I am satisfied with their installation.

AUTHORIZED SIGNATURE _____ **NAME** (print) _____ **DATE** _____

For Program Administrators Only

Required Inspections	Date	Inspector
Pre-Inspection:		
Post Inspection:		
Approval	**Date**	**Program Manager**
Pre-approved Incentive:		
Final Incentive:		

Project Costs:	
Labor $:	
Material $:	
Total $:	

Electric Program Administrators

Cape Light Compact
P.O. Box 427 SCH.
Barnstable, MA 02630
Tel: 1-800-797-6699
www.capelightcompact.org
efficiency@capelightcompact.org

National Grid
40 Sylvan Road
Waltham, MA 02451-1120
Tel: 1-800-787-1706
www.nationalgridus.com
efficiency@nationalgrid.com

NSTAR
One NSTAR Way, SW360
Westwood, MA 02090
Tel: 1-781-441-8592
www.nstar.com
efficiency@nstar.com

Unitil
285 John Fitch Highway
Fitchburg, MA 01420
Tel: 1-888-301-7700
www.unitil.com
efficiency@unitil.com

Western Massachusetts Electric Company
P.O. Box 2010
West Springfield, MA 01090-2010
Tel: 1-800-835-2707
www.wmeco.com
efficiency@wmeco.com

GAS Program Administrators

Columbia Gas of Massachusetts
Tel: 1-800-232-0120
www.ColumbiaGasMA.com
efficiency@columbiagasma.com

Berkshire Gas
Tel: 1-800-944-3212
www.berkshiregas.com
efficiency@berkshiregas.com

New England Gas Company
Tel: 1-508-324-7811
www.negasco.com
efficiency@sug.com

National Grid
Tel: 1-800-843-3636
www.nationalgridus.com
efficiency@nationalgrid.com

NSTAR
Tel: 1-781-441-8592
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efficiency@nstar.com

Unitil
Tel: 1-888-301-7700
www.unitil.com
efficiency@unitil.com

Pay-for-Performance Incentives

Over the past several years Mass Save Program Administrators (PA's) have seen an increase in energy efficiency services offered related to Monitoring Based Commissioning (MBCx) and Retro-Commissioning (RCx). In an effort to support this trend, and facilitate capturing electric and gas savings at our customer's facilities, Mass Save PA's will now be offering Pay-for-Performance (P4P) incentives. The P4P incentive model deviates from our traditional RCx incentives offered through our Custom Measure program that typically requires an energy study identifying a list of "measures" before an incentive is offered. The P4P approach allows the service provider to identify and implement measures on a pre-approved approach with a specified incentive for each kWh or therm saved. The outline below that identifies the requirements for proposals seeking Program Administrator approval for Pay-for-Performance incentives.

1) **Applies to Monitoring Based Commissioning (MBCx) and Retro-Commissioning (RCx) projects**
   a) MBCx — assumes vendor and customer enter into first year service contract with commitment from customer to enter into additional 2 year maintenance savings contract
   b) RCx — assumes RCx study and measure implementation are completed in year 1. Vendor develops energy monitoring plan and customer commits to on-going energy tracking for additional two years.
   c) Primary focus is on identification and implementation of low cost/no cost energy efficiency measures (Typically <1 year payback).
   d) Scope of work to also include identification and evaluation of capital type energy efficiency measures which may be eligible for additional incentives through our standard prescriptive or custom programs.

2) **Proposals for P4P Incentive Projects must be pre-qualified. Vendor shall provide:**
   a) Benchmarking of facility annual energy use (both kWh and MBtu per SqFt)
   b) General description of the facility and its HVAC and lighting systems
   c) General description of the facility's EMS system and its capabilities
   d) Walkthrough identifying potential areas for operational improvements (similar to ASHRAE Level I audit)
   e) Preliminary costs and energy savings estimates

3) **Performance Based Incentives**
   a) $.075 per first year kWh savings and $.75 per therm saved for low cost/not cost measures
   b) Incentives not to exceed 1st year study and implementation costs
   c) Incentives paid after confirmation of savings

Pay-for-Performance Incentive Table	Annual Savings	Incentive Per Unit	Incentive
Estimated kWh Savings		$0.075	$0.00
Estimated Demand Reduction*			
Estimated Therms Reduction		$0.75	$0.00
*Input provided by PA		Total Incentive	$0.00

4) **Savings Documentation Requirements**
   a) Savings identified at the measure level in accordance with International Performance Metering and Verification Protocol (IPMVP) EVO 10000 – 1:2009 **http://www.evo-world.org/**
   b) Documentation required:
      i) Description of efficiency improvements
      ii) Identification of all pre and post equipment operation conditions which contributed to achieving the savings (ie: operating schedules, temperatures, pressures, speed, etc.)
      iii) Electronic trend information or charts showing pre and post operating information
      iv) Calculations and methodology for projecting annual energy savings from efficiency measure(s)
   c) Vendors must submit the methodology and/or calculations for 4.b.ii and iii for pre-approval before measures are implemented

5) **Optional Technical Assistance Funds**
   For projects where Program Administrators feel additional pre-qualifying analysis or metering is needed, TA funds may be provided.

Terms and Conditions

1. Incentives
Subject to these Terms & Conditions, the Program Administrator will pay Incentives to Customer for the installation of EEMs.

2. Definitions
(a) "Customer" means the customer maintaining an account for service with the Program Administrator, or in the case of a Program Administrator which is a municipal aggregator, maintains an account for service with the distribution company serving the territory of such Program Administrator, and who satisfies the Program eligibility requirements established by the Program Administrator.
(b) "EEMs" are those energy efficiency measures described in the Program Materials or other Custom Measures that may be approved by the Program Administrator.
(c) "Facility" means the Customer location served by the Program Administrator where EEMs are to be installed.
(d) "Incentives" means those payments made by the Program Administrator to Customers pursuant to the Program and these Terms and Conditions.
(e) "Program" means the energy efficiency program offered by the Program Administrator to Customers.
(f) "Program Administrator" means Berkshire Gas Company, or Cape Light Compact, or Columbia Gas of Massachusetts, or National Grid, or New England Gas Company, or NSTAR Electric & Gas Corporation, or Unitil, or Western Massachusetts Electric Company, as applicable.
(g) "Program Materials" means the documents and information provided by the Program Administrator specifying the qualifying EEMs, technology requirements, costs and other Program requirements, which include, without limitation, program guidelines and requirements, application forms and approval letters.

3. Application Process and Requirement For Program Administrator Approval
(a) The Customer shall submit a completed application in the form specified by the Program Administrator. In addition, at the Program Administrator's discretion, the Customer may be required to provide the Program Administrator with a copy of the detailed specifications and scope of work, as well as an analysis of the savings and/or demand reduction, for the EEMs proposed for approval. Customer will upon request by the Program Administrator provide a copy of the as-built drawings and equipment submittals for the Facility after EEMs are installed. This analysis shall be prepared by a Professional Engineer licensed in the state where the Facility is located to the extent required by the Program Administrator or by applicable law, regulation or code.
(b) The Program Administrator will review the Customer's application and supporting documentation to determine the energy savings and demand reduction potential. The Program Administrator reserves the right to reject or modify any calculations, based on the Program Administrator's own analysis.
(c) The Program Administrator is not obligated to pay any Incentives unless the authorized representative of the Program Administrator issues an approval letter regarding the EEMs proposed by the Customer, and any necessary pre- and post- installation verification activity is successfully completed by the Program Administrator. The Program Administrator's approval letter shall state the maximum approved Incentive amount and the date by which the EEMs must be fully installed and operational to qualify for Incentive payments. The Program Administrator may also require the Customer to execute additional agreements, or provide other documentation regarding the proposed EEM installation and Incentive payment(s).
(d) The Customer will have no right to receive, and the Program Administrator will have no obligation to pay, Incentives for any EEMs that have not been approved in writing in advance by the Program Administrator, unless the Program Materials state that such prior approval is not required. Further, the Program Administrator is not obligated to pay Incentives for projects which were pre-approved but are determined to not comply with Program requirements after installation is complete.
(e) The Program Administrator reserves the right to approve or disapprove of any application or proposed EEMs.

4. Pre- and Post-Installation Verification
The Program Administrator is not obligated to pay any Incentives until the Program Administrator has performed a satisfactory pre-installation inspection (unless the Program Materials state such pre-inspection is not required) and post-installation verification of the installation. If the Program Administrator determines that any EEMs were not installed in accordance with these Terms and Conditions, the Program Materials and the Program Administrator's approval, the Program Administrator shall have the right to require modifications before having the obligation to make any Incentive payments. At its discretion the Program Administrator may also withhold payment of Incentives until it has been verified that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, and operator training, and the Program Administrator has received documentation detailing the installation of the EEMs in accordance with these Terms and Conditions, the Program Materials and the Program Administrator's approval.

5. Monitoring and Inspection
The Program Administrator reserves the right to perform monitoring and inspection of the EEMs for a three year period following completion of the installation in order to determine the actual demand reduction and energy savings.
As a condition of receiving an Incentive, the Customer agrees to provide access and information to the Program Administrator and cooperate with the Program Administrator regarding such activity. By participating in the Program, the Customer acknowledges and agrees that no activity by the Program Administrator includes any kind of safety, code or other compliance review.

6. Site-Specific Custom Measures
The Program Administrator will only approve of those site-specific custom EEMs that the Program Administrator believes have cost-effective energy savings potential. In any case, the Program Administrator reserves the right to approve or disapprove of any such EEMs proposed by Customer.

7. Incentive Amounts
(a) The Program Administrator reserves the right to adjust and/or negotiate the Incentive amount.
(b) Once an Incentive amount is pre-approved, the Program Administrator will pay no more than the cost to the Customer of purchasing and installing the EEM, or the pre-approved Incentive amount, whichever is less.
(c) The Program Administrator reserves the right to reduce or eliminate the Incentive amount if (1) the quantity and/or qualifying costs of EEMs actually installed differs from the pre-approved amounts, or (2) the EEMs were not installed in accordance with these Terms and Conditions, the Program Materials or the Program Administrator's approval, or which have not been properly maintained, have been altered or disconnected, or in the event of a shutdown or significant reduction of operations at facility where the EEMs are located. In addition, Customer shall be obligated to refund such Incentive amounts paid by the Program Administrator where the projected energy savings have not been achieved as a result of the foregoing circumstances.

8. Equipment and Installation
Customer shall be responsible for ensuring that the EEMs are installed and operated in accordance with applicable laws, regulations and codes and that all applicable permits and inspections are obtained. Customer shall provide the Program Administrator with copies of all invoices and related documents (including all materials, labor, and equipment discounts) relating to the purchase and installation of the EEMs. The itemized invoices shall include detail of all EEMs including the model, quantity and cost for each EEM, and shall identify any applicable discounts or Incentives. The Customer shall provide detail on the installation location of the EEMs in the format specified by the Program Administrator, and such other documentation and information as the Program Administrator may request, including, without limitation, copies of permits and contractor and supplier invoices, orders and records. The Program Administrator reserves the right to determine in its reasonable discretion the appropriate costs of EEMs in order to calculate the Incentive amount.

9. Installation Schedule Requirements
If the Customer does not complete installation of the approved EEMs within the earlier of the completion date specified in the Program Administrator's approval letter or twelve (12) months from the date the Program Administrator issues pre-approval of the EEM project, the Program Administrator may terminate any obligation to make Incentive payments.

10. Incentive Payment Conditions
Provided that the Customer has satisfied its obligations, the Program Administrator shall use commercially reasonable efforts to pay each Incentive amount to the Customer within forty-five (45) days after all of the following conditions are met: (1) Program Administrator's approval of the EEM project has been provided; (2) all applicable permits, licenses and inspections have been obtained by the Customer; (3) installation of the EEMs has been completed in accordance with the requirements hereof; and (4) the Program Administrator has verified all product and installation costs and the satisfactory installation of the EEMs, all in accordance with the terms hereof. Customer shall not assign any of its rights or obligations referenced in these Terms and Conditions or in the Program Materials (including, without limitation, the right to receive Incentive payments) without first obtaining the written consent of the Program Administrator.

11. Contractor Shared Savings Arrangements
If EEMs are being installed by a contractor under a shared savings arrangement, the Program Administrator reserves the right to determine the cost of purchasing and installing the EEMs.

12. Maintenance of EEMs
Customer acknowledges and agrees that Customer shall operate and maintain the EEMs in accordance with the manufacturer's recommendations and the terms hereof, and shall replace consumable parts and other components with comparable or superior efficient products at the Customer's expense.

13. Program/Terms and Conditions Changes
Program expenditures, requirements and eligibility, and these Terms & Conditions, may be changed by the Program Administrator at any time without notice. The Program Administrator reserves the right, for any reason, to withhold approval of projects and any EEMs, and to cancel or alter the Program, at any time without notice. Approved applications will be processed under the Terms and Conditions and Program Materials in effect at the time of the pre-approval by the Program Administrator.

14. Publicity of Customer Participation
The Customer grants to the Program Administrator the right to use and reference for promotional and regulatory purposes the Customer's participation in the Program, the details of the EEM project and the energy savings, the amount of Incentives paid to the Customer, and any other information relating to the Customer's participation in the Program.

15. Indemnification and Limitation of the Program Administrator's Liability
Customer shall indemnify, defend and hold harmless Program Administrator, its affiliates and their respective contractors, officers, directors, employees, agents, representatives from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity, arising out of, resulting from, or related to the Program or the performance of any services or other work in connection with the Program ("Damages"), caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, any subcontractor, agent, or third party, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
To the fullest extent allowed by law, the Program Administrator's aggregate liability, regardless of the number of claims, shall be limited to paying approved Incentives in accordance with these Terms and Conditions and the Program Materials, and the Program Administrator and its affiliates and their respective contractors, officers, directors, employees, agents, representatives shall not be liable to the Customer or any other party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases the Program Administrator and its affiliates from all obligations (other than payment of an Incentive), and for any liability or claim associated with the EEMs, the performance of the EEMs, the Program, or these Terms and Conditions.

16. No Warranties or Representations by the Program Administrator
(a) THE Program Administrator DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND THE Program Administrator MAKES NO WARRANTIES OR GUARANTEES IN CONNECTION WITH ANY PROJECT, OR ANY SERVICES PERFORMED IN CONNECTION HEREWITH OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE CUSTOMER'S PARTICIPATION IN THE PROGRAM. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS', LICENSORS', OR PROVIDERS' OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM UNDER THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE PROGRAM, ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF THE Program Administrator AND THE Program Administrator MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY Program Administrator's OTHER DOCUMENTS.
(b) Neither the Program Administrator nor any of its employees or contractors is responsible for determining that the design, engineering or installation of the EEMs is proper or complies with any particular laws, codes, or industry standards. The Program Administrator does not make any representations of any kind regarding the benefits or energy savings to be achieved by the EEMs or the adequacy or safety of the EEMs.
(c) Customer acknowledges and agrees that it is solely responsible (directly-based on its own judgment or indirectly-based on the advice of an independent expert (not the Program Administrator) for all aspects of the EEMs and related work including, but not limited to: selecting the equipment; selecting contractors to perform the work; inspecting the work and the equipment; ensuring that the equipment is in good working order and condition; ensuring that the equipment is of the manufacture, design specifications, size and capacity selected by the Customer and that the same is properly installed and suitable for Customer's purposes; and determining if work was properly performed.
(d) Customer agrees and acknowledges that Program Administrator is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work.
(e) The provisions of this Section 16 shall survive the termination, cancellation or completion of the Customer's participation in the Program.

17. Equipment and Contractor Selection and Contracting
Customer is responsible for selecting and purchasing the EEMs and selecting and contracting with the design and installation contractor(s). The Customer shall be responsible for enforcing all such contracts and for assuring that the EEMs meet Program requirements and applicable laws, regulations and codes, and that the contractor(s) are properly qualified, licensed and insured. Notwithstanding the foregoing, the Customer acknowledges that the Program Administrator reserves the right to deny a vendor or contractor to participate in this Program or provide equipment or services. The Program Administrator also has the right to exclude certain equipment from the Program.

18. Removal of Equipment
The Customer agrees, as a condition of participation in the Program to properly remove and dispose of or recycle the equipment, lamps and components in accordance with all applicable laws, and regulations and codes. The Customer agrees not to re-install any of removed equipment in the Commonwealth of Massachusetts or the service territory of any affiliate of the Program Administrator, and assumes all risk and liability associated with the reuse and disposal thereof.

19. Energy Benefits
Other than the energy cost savings realized by Customer, the Program Administrator is entitled to 100% of the benefits and rights associated with the EEMs, including without limitation ISO-NE products and all other attributes, credits or products associated therewith under any regional initiative or federal, state or local law, program or regulation or program, and Customer waives, and agrees not to seek, any right to the same.

20. Customer Must Declare and Pay All Taxes
The benefits conferred upon the Customer through participation in this Program may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes. The Program Administrator is not responsible for the payment of any such taxes.

21. Counterpart Execution; Scanned Copy.
Any and all agreements and documents requiring signature related hereto may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of such agreements and documents notwithstanding the failure or inability to produce or tender an original, executed counterpart of the same and without the requirement that the unavailability of such original, executed counterpart of the same first be proven.

22. Miscellaneous
(a) Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions.
(b) If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms.
(c) These Terms and Conditions shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts.
(d) In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling.
(e) Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions or the Program Materials unless such modification or amendment is in writing and signed by a duly authorized officer of the Program Administrator.
(f) The provisions of Sections 5, 7, 8, 9, 11, 13, 15, 16, 18, 19, 20, and 21 (including any other sections herein that specifies by its terms that it survives termination) shall survive the termination or expiration of the Customer's participation in the Program.