



We change the way
people use energy™

Phase VI Program Ally Manual

Potomac Edison Energy Solutions for Business Program - Downstream

June 2024
V3.0

Prepared By

CLEARresult
5104 Pegasus Court, Suite K,
Frederick, MD 21704
clearresult.com



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Introduction

Thank you for becoming a Program Ally. Your participation in Potomac Edison's Energy Solutions for Business Program makes you an instrumental partner in helping create a more sustainable future. This Program Ally manual is meant to serve as a guide, assisting you through program processes and procedures. Thank you again for your commitment to Potomac Edison's Energy Solutions for Business Program. We look forward to working with you!

Program Contact Information

CLEARresult

Phone: 855-801-5803

energysaveMD@clearesult.com

energysavemd-bizsolutions.com

CLEARresult Outreach Team

For assistance with program processes and procedures, technical support, application submission, inspections, questions, etc., please contact your Account Manager:

Melissa Felton

Phone: 443-529-0855

melissa.felton@clearesult.com

Clay Cummings

Phone: 717-816-9348

clayton.cummings@clearesult.com

Seth Near

Phone: 240-219-0695

seth.near@clearesult.com



Program Ally Benefits

Being a Program Ally enables you to tap into the rewards of Potomac Edison's Energy Solutions for Business Program.

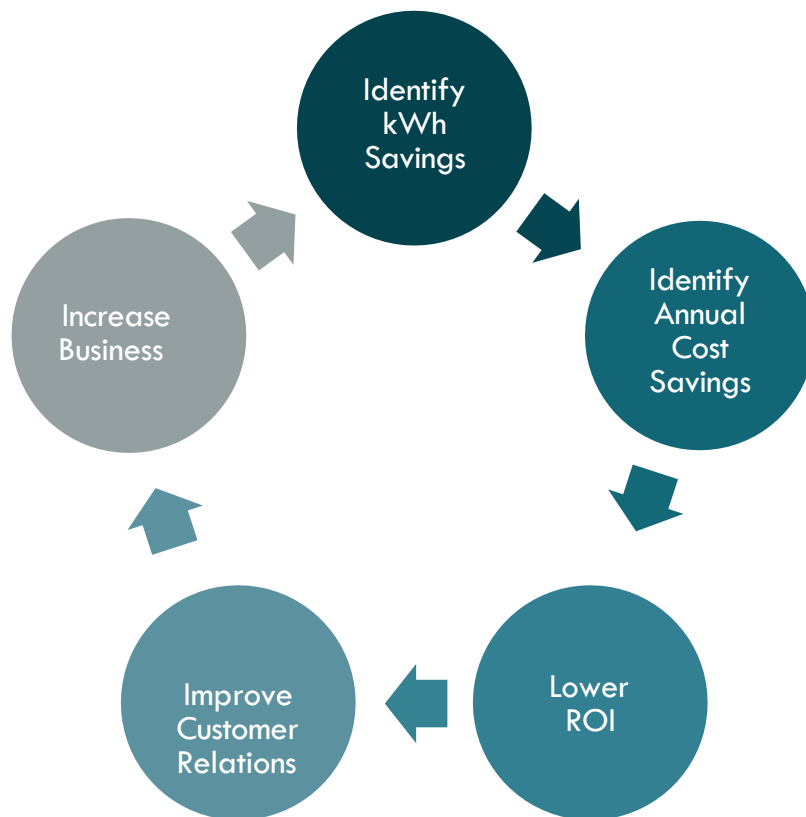
Business Benefits

- Technical support to help define and implement cost-effective energy efficiency upgrades on behalf of your customers, as well as guidance throughout the application submission process.
- Sales and marketing support to help reach new customers and sell bigger projects.
- A listing in our online Program Ally Directory, which will help boost your company's web presence.
- Updates on any potential customer and/or Program Ally bonus incentives being offered by Potomac Edison

Customer Benefits

- Offsets the cost of energy efficiency upgrades through incentives.
- Facility specific identification and quantification of energy savings
- Energy-saving measures prioritization
- Reduced monthly utility costs.

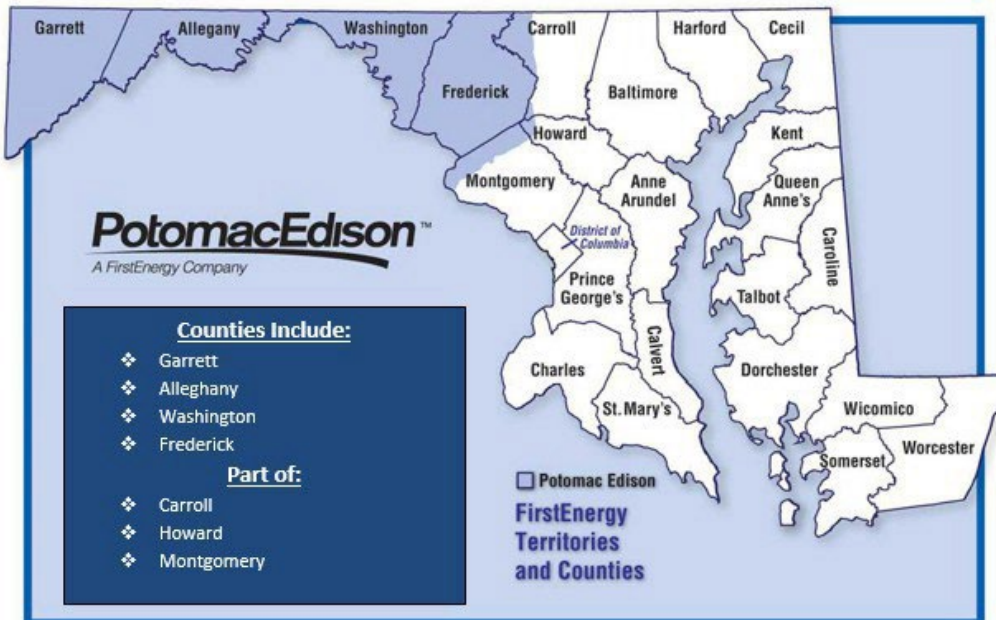
Be sure to take advantage of the benefits that are available to you and your customers and remember that the CLEAResult team is here to assist you.





Program Overview

Potomac Edison Maryland Territories and Counties



Potomac Edison offers a portfolio of Commercial & Industrial (C&I) programs, under the EmPOWER Maryland Energy Efficiency Act Phase VI, with the objective of accomplishing the program mandated goals of energy reduction. Reducing the cost of high efficiency equipment, through means of prescriptive and custom incentives, is meant to encourage the adoption of high efficiency equipment in lieu of standard equipment.

Portfolio of Energy Solutions for Business Programs

- Energy Solutions for Business – Custom
- Energy Solutions for Business – Prescriptive
- Energy Solutions for Business – Retro-commissioning/Building Operations
- Energy Solutions for Business – Commercial New Construction

Programs and program descriptions may change over the course of Phase VI of the EmPOWER Maryland Energy Efficiency Act; therefore, it is recommended that the Maryland program website be consulted for current information: energysaveMD-business.com.

EmPOWER Maryland Timelines

Phase V: January 1, 2021 – December 31, 2023, CLOSED

Phase VI: January 1, 2024 – December 31, 2026



Measures Eligible for Incentives



Lighting



HVAC



Food Service &
Commercial
Kitchens



Appliances



Consumer
Electronics



Agriculture



Custom Projects



Combined Heating
& Power



Small Business
Direct Install



Building Tune-up



Strategic Energy
Management



Retro-
commissioning



Building Operator
Training



Energy Advisor
Services



Application Process

The Potomac Edison Maryland application process is quite straightforward. Although the application submission requirements vary slightly, dependent on the scope of work, the application submission process is the same for all applications. All applications require pre-approval prior to the purchase and installation of equipment. Applications must be submitted through an online Application [Portal](#) found on the [website](#).

There are three steps to the application process:

Step 1 – Application Submission

- To submit an application, you will need to log into the portal and click on “New Rebate Application.” The following documents are required to submit an application: current electric bill, W-9, cost estimate, spec sheet(s), and calculator (for prescriptive projects).

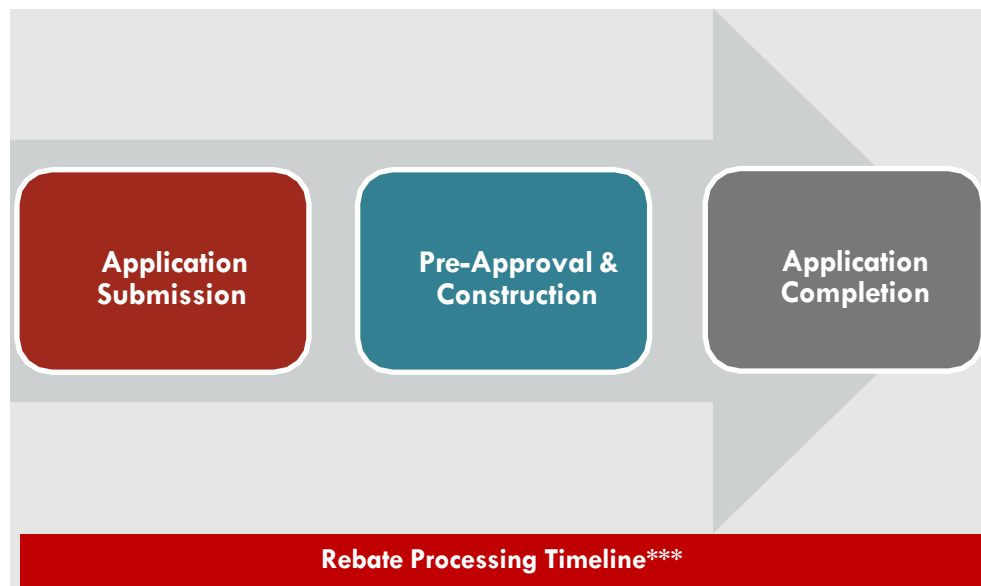
Step 2 – Pre-Approval & Construction

- When the application has been pre-approved, you will receive an email notification. To reserve the funds, the Offer Acceptance form must be wet signed by the customer and uploaded through the portal within 30 days. At this point, equipment may be ordered, and construction may begin.

Step 3 – Application Completion

- When construction is complete, log into the portal and create a Payment Request. The following documents are required to complete the application: Invoice, Incentive Payment Request Form, and Letter of Attestation. Rebate checks should be sent within 4-6 weeks after final paperwork has been uploaded.

Rebate Processing Timeline





Rebate Processing Timeline	
Application Submission	<ul style="list-style-type: none"> ▪ When submitting an application, please be sure to click the “Submit” button to ensure the application reaches us. Saving the document does not submit the application. ▪ The applicant will receive an e-mail to verify the receipt of the application. ▪ CLEAResult will review and evaluate the application for pre-approval
Pre-approval & Construction	<ul style="list-style-type: none"> ▪ An applicant should receive an Offer Letter via email within 15 business days of the application received date* ▪ Applicant must accept this offer within 30 days of Offer Letter to reserve incentive funds. ▪ Construction is to be completed within 90 days of pre-approval. ▪ If construction is expected to exceed 90 days, contact your account manager. An extension request will be required, which will be reviewed by Potomac Edison
Application Completed	<ul style="list-style-type: none"> ▪ Final project review is generally completed within three weeks of final submission of required documentation** ▪ Date of incentive payment is normally within 30/60 days of final review

*Assumes application is in good order with no “exceptions.” If exceptions do exist (the application is missing information), the applicant will be contacted every 5 days from application submission until resolution is met, or application is cancelled.

** Depending on the size and type of project, major projects may require Measurement and Verification (M&V). Program Ally will be notified of M&V requirements.

***Program reserves the right to revise timelines based on market conditions.

Application Portal Account Registration

All applications must be submitted via an online application portal. As a Program Ally, submitting an application on behalf of your customer enables you to fully service that customer and is a value-add which sets you apart. The first step is to register for an application portal account which is accomplished by clicking [here](#) or from energysaveMD-business.com. Please be sure to allow pop-ups and follow the prompts to register your company.

To complete your portal registration, you will need to:

- Provide your company contact information.
- Upload a W-9 dated within the last 24 months.
- Read and acknowledge the Participation Agreement. *Please refer to Appendix A.*
- Read and acknowledge the Program Ally Code of Conduct. *Please refer to Appendix B.*
- Complete annual [Program Ally Training](#).

If you wish to be listed on the Program Ally page of the website, you will also need to:



- Provide two (2) customer references on customer company letterhead dated within 30 days.
- Participate in at least two (2) projects per calendar year.
- Provide Certificate of Insurance (COI) and any licenses

Detailed instructions on how to become a Program Ally can be found [here](#).

Application Portal Dashboard

Unsubmitted	Submitted	Pre-Review	Reserved	Post Review	Payment Processed	Paid	Cancelled	Corrections Required	All Projects
Action	Rebate Number	Date Created	Customer	Address	City	State	Rebate Amount	Submitted By	Paid On
	EA-000291804	03/18/2024	FALPM Inc	171 S EDGEWOOD DR	HAGERSTOWN	MD	\$400.00	Melissa Felton	

Submitting Your Application

Once you have registered for an application portal account, you are ready to submit an application. Detailed instructions can be found in the [How To – Portal Training Aids](#).

Please note that for customers receiving grants, the grant needs to be subtracted from the total project cost before incentives can be calculated.

Program Resources

To assist you in completing your project application quickly and accurately, we have provided multiple resources that can be found on the energysaveMD-business.com website under “[Tools and Resources](#).” This provides such useful items as calculator training, How To – Portal Training Aids, and [Required Paperwork Samples](#).

Prescriptive Applications

Prescriptive incentives are available for Lighting, HVAC, Food Service & Commercial Kitchens, Appliances, and Agriculture. Retrofit project incentives are capped at the calculated project incentive or up to 50% of the total project cost (including labor), whichever is less. Incentives are capped at \$1 million per project, per customer, per year.

Custom Applications

Custom incentives are available for a wide range of energy efficiency measures, such as compressed air systems, refrigeration controls, HVAC controls, Variable Frequency Drives (VFDs), and Building Automation Systems (BAS).



Custom incentives are calculated at \$0.28 per kWh for first-year energy savings and are capped at 50% of the total project cost (including labor). Incentives are capped at \$1 million per project, per customer, per year.

Combined Heat & Power Applications

The Combined Heat and Power Incentives Program is offered to Maryland commercial, industrial, governmental and institutional customers of Potomac Edison for the design, installation and production of qualified Combined Heat and Power (CHP) projects. Specific details around effective dates, eligible measures, pre-approval requirements, required documents, incentives, and more can also be found on the energysaveMD-business.com website under “[Tools and Resources.](#)”

Retro-commissioning Applications

The Retro-commissioning program provides incentives and custom energy efficiency solutions for nonresidential buildings that can reduce energy bills by as much as 20%. All verified energy savings will be paid at \$0.20/kWh. Eligible participants may receive an incentive for an Energy Audit, up to 50% of the audit cost or \$10,000, whichever is less.

Commercial New Construction Applications

The Commercial New Construction program provided a path to meet and exceed higher efficiency codes and standards. The program offers technical guidance and financial support from early design all the way through completion. Incentives are capped at 75% of the incremental cost.

Required Documentation

Application Submission

1. [W-9](#) tax form for who is receiving the rebate check, dated within the last 2 years of project completion date and signed.
2. Potomac Edison electric bill to confirm account number and service address, dated within the last 3 months. If desired, the participant may obscure all cost and rebate related information.
3. Cost estimate breaking out the equipment cost and labor cost. Must include contractor contact information, project address, date, model number, quantity, and unit cost.
4. Savings [calculator](#) workbook (prescriptive projects).
5. Manufacturers' specification (cut) sheets for the proposed equipment. Please highlight all relevant information such as the equipment efficiency ratings.
6. A DLC or ENERGY STAR® Listing for lighting projects, if applicable.
7. Custom projects require a written description of the measures being installed.



Application Completion

1. Invoice(s), breaking out the equipment cost and the labor cost. Must include date, invoice number, customer address, model number, quantity, unit cost, and extended cost. Controls costs must be broken out from fixture costs.
2. Incentive Payment Request Form (the last page of the Offer Letter).
3. [Letter of Attestation](#), must be signed by the customer.
4. Manufacturer specification (cut) sheets for any additional equipment installed.
5. Revised calculator workbook if scope of work has changed.

Scope of Work Identification

Potomac Edison Calculators

Potomac Edison's Energy Solutions for Business calculators are used to identify the scope of work for all prescriptive applications. When creating a calculator, remember to be as clear as possible. Understand that the CLEARResult team performing inspections will be using this calculator as a guide to identify the equipment. With that being said, please create multiple line items for various space types and equipment types. No calculator will be used for Custom applications aside from the New Construction Lighting Calculator and Compressed Air Calculator. All other Custom applications require a written description of the measures being installed.

Calculators can be found in the [Tools and Resources](#) section on the Potomac Edison Maryland website at: energysaveMD-business.com. You can save the calculator to your computer for future use **however**, it is recommended to download a current version at least once a month. Should you have trouble finding the calculator you are looking for please reach out to your CLEARResult Outreach Team.

Although each calculator is different (depending on the equipment being implemented), the concept is the same; we need to understand the scope of work/pre and post equipment. Additionally, while the calculator provides CLEARResult with a clear understanding of the scope of work, it is also providing you with valuable information you can share with your customer.

Inspections

Upon receipt of an application, CLEARResult will determine if a pre- and/or post-inspection will be required based on several criteria:

- Estimated Annual kWh Savings
- Project Complexity
- Measurement and Verification Requirements
- Conflicting/Unclear Project Data
- Random Sampling
- First Five



Inspections are a program requirement and are performed by CLEAResult to determine information accuracy as well as to document the highest possible energy savings. CLEAResult will inform you when an inspection has been requested. Although you are not required to participate, you are welcome to attend.

Equally important to understand is that CLEAResult is not the only party who performs inspections. Potomac Edison has a third-party evaluator that may inspect projects. When possible, CLEAResult will try and coordinate inspections such that they are performed at the same time. Please understand however, that the third-party evaluator may perform additional inspections on their own. CLEAResult does not schedule those inspections, nor are they aware of when they will be taking place.

When necessary, the third-party evaluator will work with CLEAResult to develop a Measurement and Verification (M&V) Plan. CLEAResult will work with you, your customer, and the third-party evaluator to ensure that all involved parties work together in scheduling and performing these inspections.

Potomac Edison Maryland also performs inspections as they deem necessary. CLEAResult does not schedule those inspections, nor are they aware of when they will be taking place.

We all have the same goal, which is to identify the highest possible energy savings, quantify those savings, and provide your customers with the highest potential rebate. As a Program Ally with Potomac Edison's Energy Solutions for Business Program, you play a crucial role in this process.

On-site Photographs

Providing photos of the site conditions to support your application helps your project move more quickly through the approval process. The criteria and example photos below are provided to assist you in best practices to ensure your pictures clearly communicate actual field conditions.

Criteria for **prescriptive lighting** inspection photos:

- Photo showing the customer address, photo of business entrance, or location stamped photos.
- Space type from different angles.
- Existing lamp quantity, type, and wattage
- Fixtures in working condition.
- Time and date stamp.
- Fixture quantity.
- Control type – light switch or other.

Open panels to show lamp wattage or photos of replacement lamp wattage if in stock (if possible).



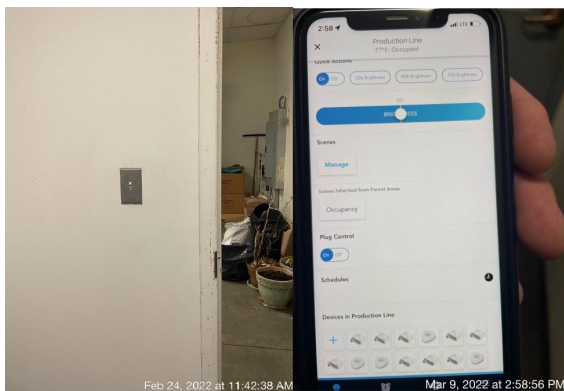
Different Angles:



Close-ups:

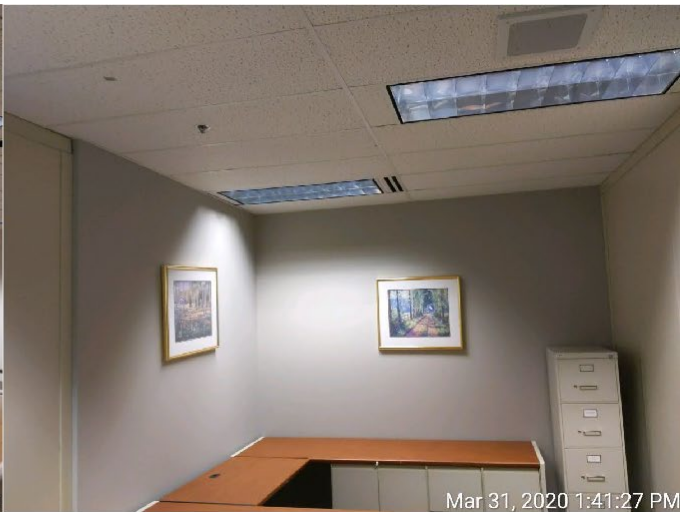


Control Type:





Space Type:



Criteria for *prescriptive equipment* inspection photos:

- Photo showing the customer address, photo of business entrance, or location stamped photos.
- Photos of entire unit showing where unit is installed.
- Unit nameplate showing model number.
- Time and date stamp.



RTU-1



RTU-1



“The First Five”

As a new Program Ally, CLEAResult will inspect the first five (5) projects that you submit to ensure you are familiar with the process and prepared to submit complete and accurate projects moving forward. This allows you the opportunity to ensure you and your staff provide accurate documents, which keeps your project moving forward to final payment. If you pass your first (5) inspections, we will randomly sample future projects for inspection. If you do not pass your first (5) inspections, CLEAResult will provide feedback on corrections needed and perform additional inspections until you pass (5) consecutive inspections. If CLEAResult notices repeated errors or inaccuracies in submitted documents, CLEAResult may conduct additional site inspections.

In Closing

Thank you for choosing to become a Program Ally with Potomac Edison’s Energy Solutions for Business program and for your support and commitment of the EmPOWER Maryland Energy Efficiency Act.

We hope this manual is a helpful tool for you and your team, providing a better understanding of Potomac Edison’s Energy Solutions for Business Program opportunities, program processes and procedures.

Please remember that this is only meant to serve as a guide. Together, as the energy efficient industry and technology are moving at incredible speeds, we will periodically adjust to keep up with those changes. We will be sure to keep you well informed of any potential program changes and/or potential special promotions taking place. We will look to you to provide feedback and suggestions so that we can continue to provide you with the best possible support.

On behalf of CLEAResult and Potomac Edison Maryland, thank you, we look forward to working together.



APPENDICES



APPENDIX A

**Potomac Edison's EmPOWER MD Commercial & Industrial Programs
CONTRACTOR PARTICIPATION AGREEMENT**

COMPANY INFORMATION			
My company is applying to be a participating contractor in the following programs (check all that apply): <input type="checkbox"/> Small Business Solutions – Direct Install <input type="checkbox"/> Energy Solutions for Business			
Business Name:		Contact Name:	
Business Address:			Number of Employees:
City:	State:	Zip:	
Email:	Office Phone:	Mobile Phone:	
CERTIFICATION(S) & EXPERIENCE			
I am currently experienced, able, and licensed and/or certified (as applicable) to perform the following services. I acknowledge that some of these program measures may require additional training verification (check all that apply):			
<input type="checkbox"/> Lighting Retrofits & Controls	<input type="checkbox"/> HVAC Equipment Upgrades and Installations	<input type="checkbox"/> Variable Frequency Drive and Motor Installation	<input type="checkbox"/> Other (please describe):
<input type="checkbox"/> Refrigeration Retrofits	<input type="checkbox"/> Compressed Air Improvements including Air Compressor Installation	<input type="checkbox"/> Industrial Process or Equipment Installation and Improvements	
<input type="checkbox"/> Retro-commissioning	<input type="checkbox"/> HVAC Tune-ups	<input type="checkbox"/> Data Center Improvements	<input type="checkbox"/> I have attached a copy of all applicable licenses/certifications.
BUSINESS CAPABILITY:			
I confirm that I have the following to demonstrate business capability (not applicable for architectural or engineering firms):			
<input type="checkbox"/> Satisfactory Dun and Bradstreet Rating DUNS ID:			
Or at least <u>TWO</u> of the following:			
<input type="checkbox"/> Banking reference*	<input type="checkbox"/> Three professional/trade references*	<input type="checkbox"/> Principals of Company have satisfactory credit score/no outstanding liens/judgments*	



<i>*Use table below to complete required reference or principal information</i>		
Banking Reference:		
Email:	Phone:	
Address:		
Reference/Principal Name 1:		
Email:	Phone:	
Address:		
Reference/Principal Name 2:		
Email:	Phone:	
Address:		
Reference/Principal Name 3:		
Email:	Phone:	
Address:		
INSURANCE:		
<p>Contractor and any of its subcontractors shall maintain the following types of insurance at the following minimum levels of coverage for the life of this Agreement:</p> <ul style="list-style-type: none"> • Commercial General Liability covering bodily injury and property damage, minimum \$1,000,000 aggregate and per occurrence. • Automotive Liability covering owned, non-owned and hired vehicles, minimum \$1,000,000 combined single limit. • Workers' Compensation in accordance with statutory minimums, but including no less than Employer's Liability minimum \$500,000 aggregate and \$100,000 per occurrence and per employee. <p>Contractor and subcontractors shall maintain any claims-based policy for at least three (3) years after the expiration or termination of this agreement. Each certificate of insurance shall list CLEAResult and Sponsor (as defined below) as additional insured on a primary, non-contributory basis. Contractor and subcontractors shall waive all rights of recovery against CLEAResult, Sponsor, and any of their respective affiliates for any loss or damage covered by the policy. Evidence of this requirement shall be noted on all certificates of insurance provided to CLEAResult.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> Contractor certificate of insurance is attached



Program Overview

From January 1, 2024, until December 31, 2026, CLEAResult is implementing the Potomac Edison EmPOWER MD Commercial & Industrial Programs (the “Program”) to provide customer engagement and education, incorporate energy controls and strategies to change behaviors, include incentives to address the initial cost barrier, and tap a variety of delivery channels and vendors that promote the participation of all customers.

This Program is funded by Maryland utility ratepayers under the auspices of the Maryland Public Service Commission (“MPSC”) and administered by Potomac Edison. CLEAResult is in the business of implementing energy efficiency programs funded by utility ratepayers such as Potomac Edison’s ratepayers. CLEAResult is responsible for recruiting qualified contractors to perform services under the Program and manage the implementation of the Program. The Program pays customers and/or contractors incentives to provide Energy Efficiency Measures (“EEM”), that is, to provide products or services to customers that save energy.

Enrollment Instructions

Step 1: Complete a Contractor Participation Agreement.

Step 2: Complete a W-9

Step 3: Submit completed Contractor Participation Agreement, W-9, certificate of insurance, and copies of required licenses and/or training certificates (if applicable) via email or mail:

Email: energysavemd@clearesult.com

Mail: Potomac Edison’s EmPOWER MD Commercial & Industrial Programs

CLEAResult

5104 Pegasus Court, Suite K

Frederick, MD 21704

CONTRACTOR AGREED AND ACCEPTED	
I have read and understood the Contractor Participation Agreement and the CLEAResult Standard Terms and Conditions for Participating Contractors and certify that the information I have provided is true and correct.	
Signature:	Date:
Name (printed):	Title:



CLEARRESULT CONSULTING INC., AND/OR AN AFFILIATE THEREOF AGREED AND ACCEPTED	
Signature:	Date:
Name (printed):	Title:

Step 4: Submit certificates of insurance and copies of required licenses and/or training certificates (if applicable) at least annually, and upon any material revisions or cancellations, to CLEARresult via email or mail listed above.

After your Agreement is received, a Program representative will contact you to confirm receipt and continue the enrollment process. Contractors do not become participating contractors until they complete required administrative and field trainings and receive confirmation of participation from the Program manager. Contractor eligibility is at the sole discretion of the Program. Participation in the Program and this Contractor Participation Agreement are subject to the CLEARresult Standard Terms and Conditions for Participating Contractors.



STANDARD TERMS AND CONDITIONS FOR PARTICIPATING CONTRACTORS

These CLEAResult Standard Terms and Conditions for Participating Contractors and the Contractor Participation Agreement (collectively, the “**Agreement**”) are made and entered into by and between CLEAResult Consulting Inc., a Texas corporation and/or an affiliate thereof (“**CLEAResult**”), and _____ (“**Contractor**”). CLEAResult administers the Energy Solutions for Business (the “**Program**”) on behalf of FirstEnergy Service Company (“**Sponsor**”) to provide energy efficiency services to eligible Sponsor customers (each, a “**Customer**”). The parties hereby agree as follows:

1. **TERM.** This Agreement is effective upon the date it is executed by both parties and will continue for the duration of the Program (the “**Program Period**”), unless earlier terminated in accordance with the provisions in this Agreement.
2. **ELIGIBILITY.** The Program determines eligibility of contractors at its sole discretion. CLEAResult may request from Contractor verification of its eligibility requirements at any time during the Program Period. Contractor acknowledges and agrees that participation in the Program shall not constitute an endorsement by CLEAResult of Sponsor of Contractor or Contractor’s services.
3. **PROGRAM MATERIALS.** CLEAResult will provide the Contractor with branded Program materials, as applicable, and Customer data exclusively for use for the Program and during the Program Period. Contractor shall not use the trademarks, logos or other intellectual property of CLEAResult, Sponsor or any of their affiliates without prior written approval by CLEAResult or Sponsor, as applicable.
4. **INSPECTIONS.** CLEAResult or Sponsor may inspect any or all work performed by Contractor, with or without notice to Contractor, and by any means CLEAResult or Sponsor may select, including accompanying Contractor to a Customer’s location. Failure of Contractor to meet quality standards will be grounds for termination of this Agreement. Contractor agrees to cooperate with CLEAResult and Sponsor and use its best efforts to allow CLEAResult or Sponsor access to the Customer’s location for this purpose. Contractor also agrees to remedy any issue(s) arising from auditing and monitoring results at no additional cost within the timeframe provided by the Program.
5. **RECORDKEEPING.** Contractor shall maintain hard copy or digital records of all work performed and products installed under this Agreement for a minimum of three (3) years from the time the work is performed, including records of data collected, visits made, materials furnished or installed, individual staff providing the services, costs incurred, invoices, and agreements. Copies of these records shall be made available to CLEAResult within five (5) business days upon request.
6. **INCENTIVE PAYMENT.** Contractor acknowledges that incentives will be paid by Sponsor only if: (a) Customer(s) and installed measure(s) or services meet the Program eligibility requirements and the requirements outlined by the Program; (b) measures are installed in eligible project sites; and (c) measures are installed at a project site that has not received incentives from any other of Sponsor’s energy efficiency programs for the same measure(s). Contractor understands that Sponsor, in its sole discretion, may withhold incentive payments committed to a Customer and Contractor if a project site is proven ineligible or a project otherwise does not comply with the requirements set forth by the Program. If applicable, Contractor agrees that CLEAResult shall not make any incentive payment to Contractor until CLEAResult receives a corresponding payment from Sponsor. In addition, Contractor agrees that all incentives paid under this Program are available on a first-come, first-served basis until allocated funds are depleted.
7. **WARRANTY.** Contractor shall warranty services and materials provided by Contractor and installed pursuant to this Agreement against any defect in materials, manufacture, design or installation for a period of one (1) year for the latter of the date the materials are provided and/or installed.
8. **PERFORMANCE.** Contractor, its employees, agents and subcontractors, agrees that: (a) the services performed for a Customer through the Program shall be performed in a good workmanlike, skilled, and professional manner; (b) the services shall comply in all material respects with the specification and other requirements set forth in each applicable contract with a Customer and in strict accordance with the Program and this Agreement; and (c) Contractor’s performance of the services shall not violate any applicable law, rule, regulation, contracts with third



parties. Contractor is solely responsible for any damage incurred by Customer as a result of Contractor's services under the Program. Neither CLEAResult nor Sponsor is responsible for Customer complaints or damages. Contractor and its employees, agents and subcontractors shall adhere to CLEAResult's Contractor and Vendor Guidelines set forth at <https://www.clearesult.com/contractor-and-vendor-guidelines/> as may be updated from time to time.

9. **CONFIDENTIALITY.** Contractor will have access to Confidential Information (as defined below) by participating in this Program. Contractor will not use any Confidential Information for any purpose other than as needed to perform Contractor's obligations in connection with this Agreement and the Program.
 - a. Contractor will hold all Confidential Information in strict confidence and will not disclose any Confidential Information to any person other than to its employees and independent contractors who: (a) have a "need to know;" (b) have been advised of the confidential and proprietary nature of the Confidential Information; and (c) are subject to confidentiality obligations at least as protective of the Confidential Information as that set forth in this Section; except as compelled by court order or otherwise required by law. If Contractor is required by law to disclose Confidential Information, Contractor will immediately notify CLEAResult and cooperate with CLEAResult to obtain a protective order or other appropriate remedy to maintain the confidentiality of the information. Contractor agrees to comply with the Data Security Policy, attached and incorporated as Exhibit A.
 - b. The term "**Confidential Information**" means all Customer data and all information and materials relating to CLEAResult's or Sponsor's business, in whatever form or medium, disclosed to or received by Contractor, whether visually, by perception, orally or in writing, whether disclosed before or after the Effective Date, and whether or not specifically marked or otherwise identified as "Confidential" or "Proprietary."
10. **INSURANCE AND LICENSING.** Contractor shall provide CLEAResult with all applicable certificates of insurance for itself and any of its subcontractors before performing any work for the Program. Contractor will provide CLEAResult with updated insurance certificates as appropriate but no less frequently than every time a policy required under this Agreement is renewed or modified. Contractor shall provide CLEAResult with at least thirty (30) days' prior written notice before an insurance policy required by this Agreement is reduced, cancelled, or expires. At all times during the Program Period, Contractor and its agents and subcontractors shall retain all necessary licensures, certification, training, and other requirements as deemed necessary by law, the Program policies and guidelines, and all relevant documentation pertaining to the installation of the energy efficiency measures, and will provide immediate access to such documentation to CLEAResult and Sponsor upon request.
11. **MECHANICS LIENS.** Contractor shall not file any lien or claim against any Customer's property and shall keep each Customer's property free of liens and claims filed by subcontractors and vendors of subcontractors and others claiming by or through Contractor, and shall defend, indemnify and hold CLEAResult, Sponsor, and any Customer harmless from all expenses and losses incurred as a result of any such liens or claims. If a lien or claim is filed by a vendor or subcontractor, Contractor shall cause such lien to be discharged or bonded off within forty-eight (48) hours of notice by CLEAResult. If contractor fails to do so, CLEAResult may, without prejudice to any other remedies available at law, pay all sums necessary to obtain a release or discharge of such lien and deduct those sums, including costs, expenses and reasonable attorney's fees, from amounts due or to become due to Contractor.
12. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor in relation to CLEAResult and Sponsor and is voluntarily participating in the Program to deliver the services as outlined by the Program directly to Customers. This Agreement shall not create the relationship of employer and employee, a partnership, or a joint venture. CLEAResult and Sponsor shall not control or direct the details or the means by which Contractor performs any services under this Agreement. Contractor will pay all of its administrative, overhead, and other costs, including withholding taxes, social security, unemployment, disability, health, workers' compensation, or other insurance coverage. Contractor understands that participation in the Program does not constitute an endorsement of any kind on the part of CLEAResult or Sponsor and shall not state or imply any such endorsement, either directly or indirectly, in written or verbal form.
13. **INDEMNITY; LIMITATION ON DAMAGES.** Contractor shall defend, protect, indemnify, and hold harmless Sponsor and CLEAResult, their respective officers, directors, agents, and employees, and each of their parents and affiliates, and each of their respective officers, directors, agents, and employees (collectively, the "**Indemnified Parties**") from and against any and all claims, losses, expenses, attorneys' fees, damages, demands, judgments, causes of action,



suits, and liability in tort, contract, or any other basis and of every kind and character whatsoever, whether actual or alleged (“**Claims**”), arising out of Contractor’s, or its agents or subcontractors, acts or omissions, including but not limited to any violation of labor or employment laws, incident to or related in any way to, directly or indirectly, the services provided in connection with the Program or this Agreement. Contractor acknowledges and agrees that with respect to any Claims brought against the Indemnified Parties, Contractor will be required to waive as to the Indemnified Parties any defense it may have by virtue of the Workers’ Compensation Laws of any state, to the extent allowed by law. CLEARRESULT AND SPONSOR SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOSS OF ANTICIPATED REVENUE, PROFITS, OR GOODWILL, WHETHER ARISING IN NEGLIGENCE, BREACH OF CONTRACT, OR UNDER STATUTE OR RULE. The parties agree that Sponsor is a third-party beneficiary of this Section. Contractor agrees that CLEARResult shall be entitled to set-off, against the amounts that it is required to pay Contractor, the amount of any indemnification to which it is entitled under this Section 13.

14. **TERMINATION.** Contractor agrees that CLEARResult may terminate this Agreement at any time and for any reason, including, without limitation, for Contractor’s noncompliance with the Program guidelines, any law, or any provision of this Agreement. Upon termination of this Agreement, Contractor shall immediately cease participating in the Program. CLEARResult will not pay Contractor any incentives for post-termination activity. In the event of termination for cause, Contractor shall be liable to the Program for any and all damages sustained by reason of the default that gave rise to termination. In the event either party terminates this Agreement, CLEARResult shall have the right to assign to another contractor the responsibility for completion of any work not completed by Contractor prior to the effective date of termination in compliance with this Agreement prior to the date of termination. Contractor agrees that CLEARResult may withhold payments for work completed by Contractor for a period of up to one (1) year from the effective date of termination, or expiration of this Agreement, to ensure funding is available for any damages, claims, or deficiencies discovered after termination or expiration. If the amount of CLEARResult’s claims or damages against Contractor exceeds the unpaid amount earned by Contractor, CLEARResult shall notify Contractor, and Contractor shall pay CLEARResult the difference within thirty (30) days after receipt of such notification.
15. **NOTICE.** Any notice required to be given under this Agreement shall be deemed given when placed in the mail and mailed by overnight registered mail via a nationally recognized courier (e.g., USPS, FedEx, UPS) and postage prepaid. Notice to CLEARResult shall be to Attn: Legal Department, 2000 SW First Avenue, Suite 220, Portland, OR 97201. Notice to Contractor shall be to the address provided above.
16. **MISCELLANEOUS.** This Agreement shall be governed by and construed under the laws of the State of Maryland, without regard to conflict of law rules. Any dispute or claim that relates to this Agreement shall be resolved by arbitration by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment upon the award rendered pursuant to such arbitration may be entered in any court with jurisdiction. The parties acknowledge that mediation helps parties settle their disputes and any party may propose mediation whenever appropriate through the American Arbitration Association or any mediator selected by the parties. Contractor shall not assign or this Agreement or any of its duties hereunder without the prior written permission of CLEARResult pursuant to the Subcontractor Authorization Form, attached and incorporated as Exhibit B. The failure of either party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the party under this Agreement, shall not be construed as a waiver of such party’s right to enforce strict performance in the same or any other instance. This Agreement supersedes all previous signed agreements between the parties and sets forth the entire agreement of the parties with respect to the subject matter hereof and may not be altered, changed abridged or amended other than in writing signed by the parties.



EXHIBIT A – DATA SECURITY POLICY

1. Applicability. This Data Security Policy applies to the use and storage of any “Program Data,” which shall mean:
 - a. All data or information provided, transferred, uploaded, migrated or otherwise sent to Contractor by or on behalf of CLEAResult or Sponsor in connection with this Agreement or a Program; and
 - b. Any account number, forecast, or other similar information of any customer of Sponsor disclosed to or otherwise made available to Contractor by or on behalf of CLEAResult, Sponsor, or any customer of Sponsor.
2. Use and Storage of Program Data
 - a. Contractor will comply with (i) all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality or security of Program Data (“Privacy and Data Security Law”), and (ii) all applicable industry standards concerning privacy, data protection, confidentiality or information security.
 - b. Contractor shall not store, maintain or process any Program Data outside the country.
3. Implementer System Access. Contractor agrees that it may have access to CLEAResult’s network, including but not limited to any server, intranet, or other type of information storing and sharing device or conduit owned or operated by CLEAResult (the “Network”), solely for the purpose of meeting its obligations under the agreement. Contractor agrees that access for other purposes, or the use of the Network to access other networks, is not permitted and that Contractor is responsible and liable for all damages or unauthorized access resulting from these actions. Such activity will result in the discontinuation of any and all connections to the Network and termination of the Agreement. Contractor agrees that any use of the Network will be solely for necessary business purposes. Contractor and its employees shall not introduce any viruses, worms, Trojan horses or other bugs or errors in the network. CLEAResult reserves the right to monitor Contractor’s use of the Network. Contractor further agrees that any information that it obtains from access to the Network is Program Data. CLEAResult and Contractor agree that, in the event of a breach or threatened breach of this section, CLEAResult shall be entitled to specific performance of the provisions of this Data Security Policy and the Agreement, including an injunction prohibiting any such breach. Any such relief will be in addition to and not in lieu of any other appropriate relief in the way of money damages or otherwise. CLEAResult reserves the right, in its sole discretion, to terminate Contractor’s access to and use of the Network at any time, for any reason, and without notice to Contractor.
4. Security Controls
 - a. In addition to any other requirements set forth herein, Contractor will establish and implement appropriate administrative, technical and physical safeguards (i) to ensure the security and confidentiality of Program Data, (ii) to protect against any anticipated threats to the security or integrity of Program Data, and (iii) to ensure that Program Data is not disclosed contrary to the provisions of this section or any applicable Privacy and Data Security Law.
 - b. In addition to the specific requirements of this section, Contractor will develop, implement and maintain a comprehensive data and systems security program (“Security Program”). Such Security Program shall include, but shall not be limited to, reasonable and appropriate technical and organizational security measures, procedures and practices against the destruction, loss, unauthorized access or alteration of Program Data, including but not limited to:
 - i. Written policies regarding information security, disaster recovery, third-party assurance auditing, penetration testing;
 - ii. Password protected workstations at Contractor’s premises, any premises where the Contractor is performing its obligations under the agreement, and any premises of any third party who has access to Program Data;
 - iii. Encryption of Confidential Information (as defined in the Agreement), including but not limited to any personally identifiable information of customers of Sponsor; and
 - iv. Measures to safeguard against the unauthorized access, destruction, use, alteration or disclosure of any Program Data including, but not limited to, restriction of physical access to Program Data, implementation of logical access controls, sanitization or destruction of media.



5. Security Breach. Contractor shall notify Implementer immediately (and, in any case, within twenty-four (24) hours) in writing of any actual, threatened or imminent breach of this Data Security Policy (regardless of whether there is any identified disclosure, compromise, loss, or damage to Program Data) or any other unauthorized use, disclosure or acquisition of or access to, or loss of any Program Data of which Contractor becomes aware. Such notice will summarize in reasonable detail the effect on CLEAResult, Sponsor, and customers of Sponsor, if known, of the breach or unauthorized use, disclosure or acquisition of, or access to, or loss of any Program Data and the corrective action taken or to be taken by Contractor. Contractor will promptly take all necessary corrective actions, and will cooperate fully with CLEAResult in all reasonable and lawful efforts to prevent, mitigate or rectify such breach or unauthorized use, disclosure, acquisition, access or loss, all at Contractor's sole expense, including developing and distributing notices, in writing, to affected persons as required by applicable law, rule, regulation or order or as Implementer may otherwise deem necessary or advisable.



By signing below, _____ (“Contractor”) requests and CLEAResult Consulting Inc. (“CLEAResult”) consents to Contractor engaging with _____ (“Subcontractor”) to perform services subject to the Contractor Participation Agreement, dated _____, between Contractor and CLEAResult (the “Agreement”), subject to the terms and conditions of this Subcontractor Consent Form (this “Form”). Any capitalized terms not defined in this Form shall have the meaning described in the Agreement.

1. Effective Date. This Form is effective upon signature by both parties.
2. Contractor Warranty. Contractor represents and warrants that Subcontractor shall not perform any Work until Subcontractor has signed a written agreement to meet the obligations of Contractor under the Agreement. Contractor shall remain liable to CLEAResult and Sponsor for any failure of Subcontractor to comply with the Agreement.
3. Subcontractor Insurance. Contractor shall provide to CLEAResult a certificate of insurance for Subcontractor that meets the requirements of the Agreement, including but not limited to each minimum coverage amount specified in the Agreement and including CLEAResult as an additional insured.

CLEAResult

Contractor

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



APPENDIX B

Energy Solutions for Business Program Program Ally Code of Conduct

General

The Program Ally Code of Conduct is an outline of the expectations and guidelines for participation as a Program Ally in Potomac Edison's Energy Solutions for Business Program (Program).

Potomac Edison provides a Program Ally listing as a courtesy to customers, but does not approve, recommend, endorse, or otherwise promote any Program Ally, vendor, manufacturer, distributor, contractor or any other provider of products and services that could potentially qualify for Potomac Edison's Energy Efficiency programs. Potomac Edison and CLEAResult provide this list of independent contractors as a convenience for customers seeking assistance with energy savings related products and services. Participating contractors are independent and are not affiliated with or represent Potomac Edison, EmPOWER Maryland, or CLEAResult. Customers are solely responsible for dealing directly with participating contractors in all aspects of their interaction including, but not limited to definition of scope of work, costs, contractual terms and conditions, and the level of accuracy required when estimating energy savings.

Neither Potomac Edison nor the Program's implementation contractor, CLEAResult, nor agents, contractors, employees, officers and directors makes any representations regarding, or warrants the products and/or services of participating independent contractors, nor are they responsible or liable for any work performed by participating contractors, their subcontractors, or their suppliers in particular regarding whether it complies with any particular law, codes or industry standards, achieves any particular results or is safe or adequate for its intended purposes.

Potomac Edison, their parents, subsidiaries, employees, affiliates, and agents assume no responsibility for the performance of the equipment or equipment warranty, the quality of the work, labor and/or materials supplied, and/or the acts or omissions of any contractor.

Business Conduct

The Program Ally agrees to conduct business in an honest and ethical manner as follows:

1. Avoid conflicts of interest in all business practices and interactions.
2. Comply with applicable laws, ordinances, regulations, codes, and all Potomac Edison Program-specific requirements.
3. Fulfill contractual obligations on contracts made with end use customers.
4. Work in an ethical fashion to provide services in the best interest of the customer.
5. Any work that is done and submitted to the Program will be done in a manner that does not adversely affect the Program's business, operations, reputation, or goodwill. This includes:



- a. Respectful treatment of the customer's facility and property, including communication with the customer, Potomac Edison Program Implementer and/or Administrator when damage to the facility or property has occurred as a result of a Program Ally project implementation. All restoration and/or reparations will be made by the Program Ally within a reasonable amount of time.
- b. Truthfulness in all aspects of engagement with customers. Misrepresentation of a Program Ally's company or services will not be tolerated. This includes, but is not limited to:
 - i. Misrepresenting oneself or one's company as being an employee of, representative of, or contracting with the Program or Potomac Edison.
 - ii. Misrepresenting the benefits, financial or otherwise, of a product or service the Program Ally offers.
- c. Truthfulness in all aspects of engagement with the Program. This includes accuracy on the completion and customer eligibility of submitted applications and reports, as well as the attributed savings resulting from retrofits and the installation of approved equipment. Misrepresentation of project work will not be tolerated. This includes, but is not limited to:
 - i. Falsifying invoices/applications, including, but not limited to, invoice dates, equipment costs, make and model, quantities, installation address and date.
 - ii. Forging of customer signatures.
 - iii. Applying for incentives on equipment which is not operational.
 - iv. Providing inaccurate information regarding existing or proposed equipment.
6. Maintain respect in communication and interaction with Potomac Edison Program Implementer representatives, Administrator representatives, utility staff and customers.

Program Participation Requirements

To remain a Potomac Edison Program Ally, Program Allies must adhere to: (1) Customer Service Requirements (2) Program Ally Participation Requirements and (3) Program Ally Invoice Policy and Procedures, as outlined below:

**Potomac Edison Program is not responsible for any losses incurred as a result of not meeting program requirements, including, but not limited to, not receiving incentive pre-approval, submitting applications after program deadlines, failing to provide appropriate invoicing or not meeting equipment eligibility requirements.*

Customer Service Requirements

1. Provide responses within two business days for phone and email inquiries. If unable to fully respond within two (2) business days, the Program Ally should provide an estimate of the time needed to fully respond, based upon the complexity of the inquiry.
2. Honor scheduled appointments. When unable to attend scheduled customer appointments, the Program Ally should notify the customer in a reasonable amount of time before the scheduled visit.
3. Develop clear job proposals encompassing all involved costs, including performance and savings claims, and projections, if applicable.
4. Provide all Potomac Edison Program paperwork to the customer within ten (10) business days unless the customer has been given a different timeframe.
5. Submit applications to the Program for incentive payment within the timeframe specified on the Potomac Edison Program documentation, along with detailed invoices showing quantities, equipment costs, installation costs, make, model and serial numbers when required.



6. When applicable, an energy efficient equipment option should be offered as an alternative solution when non-energy efficient equipment is also being considered.

Program Ally Participation Requirements

To submit a project application on Potomac Edison customer's behalf the Program Ally must:

1. Create a profile in the Program Portal and submit all required documentation via this portal.
2. Provide a valid W-9 that has been wet signed and dated within the last 24 months.
3. Acknowledge review of and intent to comply with the Code of Conduct.
4. Maintain necessary certifications, applicable licensing, and maintain the customary and legally required insurance coverages for their business type. Upon request, the Program Ally must supply evidence of current insurance.
5. Provide two (2) customer references on customer's company letterhead and dated within 30 days of submission.**
6. Complete annual program training.**
7. Participate in at least two (2) project per calendar year or be subject to removal as a listed Program Ally of Potomac Edison Program on the Potomac Edison Program Ally page. **

***These steps must be completed to be listed on the Program Ally page on the program website.*

Upstream Program participants, including distributors, lighting retailers, manufacturers, manufacturer's representatives, and consultants, will only be subject to the above provisions (1), (2), and (3).

Failure of the Program Ally to comply with the Program Ally Code of Conduct or Program Ally Application Terms and Conditions is subject to review and may lead to removal from the Program Ally list and from continued participation in the Program.

Program Ally Invoice Policy and Procedures

With any project where a receipt is required to initiate payment of an incentive, the Program Ally must adhere to the policy below when providing documentation to the Program. When a customer assigns the incentive to a Program Ally in all Potomac Edison Program incentive/ project instances, the Program Ally assumes all risk associated with receiving the incentive and with providing estimated Potomac Edison Program incentives to customers prior to receiving Potomac Edison Program approval. The Program Ally assumes risks associated with any changes to the incentives, based on not meeting Potomac Edison Program requirements, non-qualified equipment, and/or other reasons as determined by Potomac Edison Program. Submission of any application does not give rise to any obligation to make any incentive payment by Potomac Edison and its parents, subsidiaries, affiliates, agents, contractors, employees, officers, and directors.

1. Program Allies must document equipment and installation costs.
 - a. Equipment consists of physical pieces of equipment purchased by the Program Ally for the purpose of an energy efficiency project (e.g., chiller, variable frequency drive.). The equipment price can include tax or other mark-ups passed on to the customer. This price must represent the actual price the end-use customer is paying for the piece of equipment. Note: Changes in costs as compared to those used for pre-approval may adjust the final incentive
 - b. Installation costs should be identified separately from equipment costs. Installation costs include labor



and overhead costs associated with installing the equipment (i.e., the sum of any associated costs such as trip charges, hourly labor rate and rental equipment).

2. Procedure: Prescriptive, Custom, Retro-Commissioning/Building Operations, and Small Business Solutions: Direct Install Incentives

Program Allies must provide Potomac Edison Program with a detailed invoice identifying the following:

- a. Equipment and/or building energy management software installed (Make/Model Number): This is required to verify that the equipment or software system installed qualifies for Potomac Edison Program incentives.
- b. Quantity of equipment installed: This is required to verify that the quantity of equipment installed aligns with the Potomac Edison Program application.
- c. Description of product: This is required to identify easily identify the equipment installed aligns with the Potomac Edison Program application.
- d. Itemized costs for all equipment: These are required to verify individual costs.
- e. Installation costs and cost type associated with the project (such as labor, trip charges, rental equipment): This is required to verify total project cost and establish 50% of total project cost incentive cap.
- f. The final invoice provided to Potomac Edison Program must be the same invoice the customer is receiving to validate customer financial contribution.
- g. Please see website for incentives: If you have a CHP project, please contact the program team for additional information.

Ramifications for Non-Compliance with Program Ally Code of Conduct

Program Implementers, with input from the Program Administrator, will utilize a tiered corrective action procedure for non-compliance with any of the requirements detailed in this document. Program Allies will be given a written warning on their first offense with the potential for dismissal after a second offense. The warning and dismissal do not need to be for related offenses. The Program Administrator reserves the right to exercise full discretion in Program Ally expulsion for all non-compliance issues, particularly those involving fraud and improper customer interaction.

1. First offense: Formal written notice - It is at the discretion of Potomac Edison Program to increase inspection rates, remove Program Ally from Program Ally listing, or modify frequency of other Quality Assurance activities based on the non-compliance issue.
2. Second offense: Program Ally suspended indefinitely from Potomac Edison Program. Program Administrator reserves the right, at its sole discretion, to apply the suspension of a Program Ally to (a) other Program Allies with common ownership or (b) another company with common ownership that is applying to enroll in Potomac Edison Program. Suspension from C&I program will prevent Program Ally from participating in other Potomac Edison initiatives.

**Terms & Conditions for Third Party:**

When you apply for a rebate through the Energy Solutions for Business program from Potomac Edison, you have the option of approving a third party to be paid directly. When you complete and submit this form, you can assign the percentage of the approved incentive to be paid directly to the third party listed in the authorization box.

Please note the following:

- Customers must authorize the payment of any incentives to a non-participant (any third party). Without the customer's consent, an incentive check will not be issued to a third party.
- Submission of this form will override any third-party authorization entered through the online application portal form.
- This form is applicable to the Potomac Edison Energy Solution for Business program; a separate authorization must be submitted for each application.

This authorization may be canceled or changed by the customer at any time prior to final application approval by providing a written notice to the program. Changes and cancellations will result in a confirmation email to both the customer and the third party.

A signed W-9 form is required for all parties designated to receive incentives. No portion of an approved incentive will be paid to either party until all required documentation is received by the program.

EmPOWER Maryland programs are funded by a charge on your energy bill. EmPOWER programs can help you reduce your energy consumption and save you money. To learn more about EmPOWER and how you can participate, go to <https://energy.maryland.gov/Pages/Facts/empower.aspx>.