

# PROGRAM REQUIREMENTS FOR SERVICE PROVIDERS

Energy Savings for Business Program



## INTRODUCTION

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

If your organization provides services related to the equipment listed below and wish to submit applications for incentives on behalf of your business customers, you can do so by applying to become a Service Provider. Submitting an application to become a Service Provider and receiving approval is a requirement prior to submitting applications through the Prescriptive Program.

- Delmarva Power will no longer require companies to be Service Providers to submit Custom or New Construction applications.
- Installation Contractor not required until Install Complete for prescriptive applications, except plug load or refrigeration applications.
- Installation Contractor not required at all for the following types of applications:
  1. Plug Load
  2. Refrigeration
  3. Custom or New Construction

## HOW TO APPLY

Please visit the [Application Center](#) to submit an online application. Enter all required information, including general company information and contact information, Service Provider type (contractor, distributor, design/engineering/architectural firm, other), and equipment sold and/or serviced. After you click continue, you will be required to enter license and insurance information. You will then be required to digitally sign the Terms and Conditions. Once the application has been submitted, you will need to upload copies of all required licenses, the certificate of insurance, and the Certificate(s) of Good Standing. (See below for specific requirements.)

Delmarva Power will notify the applicant when the application has been approved.

Only one application should be submitted per company. The person completing the application will be considered the account administrator and will be responsible for:

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

## CERTIFICATE(S) OF GOOD STANDING

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

In-State Service Providers	<a href="#">Certificate of Good Standing with the State of Maryland</a>
Out of State Service Providers	<a href="#">Certificate of Good Standing with the State of Maryland</a> or <b>Certificate of Good Standing (or equivalent) in state in which the company is located</b>

## LICENSE REQUIREMENTS

Service Providers must upload copies of all required licenses to the online Service Provider application. License information, including license number, name, company name, and expiration date will be entered on the application prior to uploading the licenses. Expired licenses will not be accepted. Service Providers are expected to maintain current licenses and update the Service Provider application as necessary. Service Providers will be notified when licenses are nearing their expiration dates and will be required to upload the renewed licenses to continue participating in the program.

SERVICE PROVIDER TYPE	EQUIPMENT INSTALLED/SERVICED	LICENSE(S) REQUIRED
Installation Contractor	<input checked="" type="checkbox"/> Lighting and lighting controls	<b>Maryland State Master Electrician License - Active</b> The license must be assigned to a company and match the name of the Service Provider company applying.
	<input checked="" type="checkbox"/> HVAC equipment and chillers, controls, and tune-ups	<b>Maryland Heating, Ventilation, Air Conditioning, and Refrigeration Contractor – Master</b> or <b>Maryland Heating, Ventilation, Air Conditioning, and Refrigeration Contractor – Master Restricted</b>  <i>If installing only non-chiller HVAC equipment under 20 tons, Service Providers must, as a minimum, comply with the Maryland state master or master restricted license insurance requirements.</i>
Installation Contractor	<input checked="" type="checkbox"/> Variable frequency drives	<b>Maryland State Master Electrician License</b> or <b>Maryland Heating, Ventilation, Air Conditioning, and Refrigeration Contractor – Master</b> or <b>Maryland Heating, Ventilation, Air Conditioning, and Refrigeration Contractor – Master Restricted</b>  The license must be assigned to a company and match the name of the Service Provider company applying  <i>Master HVAC or electrician license required for installation permissions</i>
Installation Contractor	<input checked="" type="checkbox"/> Window Film	<b>Proof of registration and good standing with the International Window Film Association (IWFA)</b> and/or <a href="#">Listing as a Solar Control Specialist</a>
Installation Contractor	<input checked="" type="checkbox"/> Sign Lighting	<b>Maryland State Master Electrician License - Active</b> The license must be assigned to a company and match the name of the Service Provider company applying. and Proof of Registration from either <a href="#">The Maryland Sign Association</a> or <a href="#">The U.S. Sign Council</a>
Distributor	N/A	<b>Maryland Sales and Use Tax License</b>
Engineering/Design/Architectural Firm	N/A	<b>Maryland Professional Engineer License</b> or <b>Professional Engineer – Original Corporate/Partnership/LLC/LLP Permit</b> or <b>Maryland Architect License</b> or <b>Architect – Original Corporate/Partnership/LLC/LLP Permit</b>
Other	N/A	<b>You will be notified to determine what licensing may be required to participate.</b>

## INSURANCE REQUIREMENTS

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

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

*If installing only non-chiller HVAC equipment under 20 tons, Service Providers must, as a minimum, comply with the Maryland state master or master restricted license insurance requirements.*

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

### REQUIREMENTS TO BE LISTED ON THE SERVICE PROVIDER DIRECTORY (OPTIONAL)

A participating Service Provider has the option of being listed on the online Service Provider directory after meeting certain requirements. To become a listed Service Provider with this program, Service Providers must:

- Attend a program training for Service Providers within one year prior to the date of this application
- Successfully submit a minimum of five Prescriptive, Custom or New Construction applications with Delmarva Power's Energy Savings for Business Program within the last six months
- Receive two positive customer references, to be selected at random, from two completed Existing Buildings, Custom, or New Construction applications with Delmarva Power's Energy Savings for Business Program
- Achieve a Service Provider cumulative application rating of "Good" (less than 2.0 flaw points cumulative average)

To maintain the listing on the directory, the Service Provider must:

- Attend an annual program training for Service Providers (within one year from last attended session)
- Successfully submit a minimum of five Prescriptive, Custom or New Construction applications with Delmarva Power's Energy Savings for Business Program within the last six months
- Maintain a Service Provider cumulative application rating of "Good" (less than 2.0 flaw points cumulative average)

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

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

### TERMS AND CONDITIONS

A Delmarva Power Service Provide Applicant ("Applicant") must complete the attached Service Provider Application. If the Application is approved, Applicant will be known as a "Service Provider" and the approval will be effective as of the date of the Application Approval Notice sent via email and will be effective for a term of one (1) year. Delmarva Power has the right to reject the Service Provider Application, suspend and/or end Service Provider's participation at any time, in its sole discretion, by notifying Service Provider in writing of that decision. Service Provider agrees to the following Terms and Conditions.

1. NO AFFILIATION WITH DELMARVA POWER: Service Provider is not a contractor, subcontractor, or agent of Delmarva Power. Delmarva Power will have no liability for claims of any kind, whether based on contract, tort (including negligence and strict liability), or otherwise, for any loss or damage sustained or incurred by any third party relating to Service Provider's Application or the performance of services related to, or participation by Service Provider in, any Delmarva Power Energy Savings for Business Program (each, a "Program"). Service Provider hereby releases Delmarva Power from all liability for such claims. Service Provider will, to the fullest extent permitted by law, indemnify, defend, and hold harmless Delmarva Power and its affiliates, and their respective officers, directors, agents, employers, and representatives from and against any and all losses, claims, damages, expenses (including attorney's fees and costs), and liabilities arising out of or based upon property damage or bodily injury to any person caused by or related to Service Provider's performance of services related to, or participation by Service Provider in, any Program.

2. ACCEPTANCE OF TERMS AND CONDITIONS: Service Provider will offer and provide the services to Delmarva Power's customers in accordance with these Terms and Conditions and any additional terms and conditions of the applicable Program.

## TERMS AND CONDITIONS (CONTINUED)

3. **VALIDITY OF SUPPORTING DOCUMENTATION:** Service Provider certifies that any and all licenses, insurance documents, documents of good standing, and any other supporting documents submitted in connection with the Application or any Program were provided by the appropriate state or local jurisdiction, listed insurance company, or other appropriate body. Service Provider acknowledges that it is Service Provider's responsibility to maintain all licenses, insurance documents (and insurance amounts reflected in the insurance documents submitted with the Application), documents of good standing, and other supporting documents so submitted, and to update these documents before the documents' respective expiration dates. Each document of good standing will be treated as expired one (1) year after the document's date of issue. Failure to maintain proper and current licensing, insurance, and other supporting documents will prevent the Service Provider from submitting any new applications or performing any new services related to any Program until any supporting document issues are resolved.
4. **APPLICATION EVALUATION SYSTEM:** Service Provider acknowledges that the Program Applications submitted on behalf of customers by all Service Providers are subject to the Delmarva Power's Energy Savings for Business Program Application Evaluation System. To ensure submission of high quality Program Applications and faster processing, all Program Applications are evaluated according to the Application Evaluation System criteria and will receive an Application Quality score, an Inspection Evaluation score, and a Cancelled Application Evaluation score. Service Providers that have a cumulative Application Quality score of two (2) or fewer average flaws, an Inspection Evaluation score of one (1) or fewer flaw points, and/or a Cancelled Application Evaluation score of less than 25% of submitted applications cancelled due to not meeting Program requirements or Service Provider withdrawal will be eligible to be included in the Delmarva Power Service Provider Directory listing. Service Providers with a cumulative Application Quality score of greater than two (2) average flaws, an Inspection Evaluation score of greater than one (1) average flaw, and/or a Cancelled Application Evaluation score of 25% or higher will encounter restrictions in their participation in Programs, including but not limited to having Service Provider's Program Applications put on hold or cancelled, being unable to submit new Program Applications, up to expulsion from the Program.
5. **ADVERTISING:** Except as otherwise permitted herein, Service Provider will not refer to Delmarva Power or any company affiliated with Delmarva Power in any advertising or other publication in connection with Service Provider's participation in any Program or work performed by Service Provider related to any Programs without the prior written approval of Delmarva Power. Except as otherwise permitted herein, Service Provider will not, either directly or indirectly, publish or disclose any photographs, images, logos, or copyrighted or trademark protected information of Delmarva Power or its affiliates, or use such information for the benefit of itself or any other person or entity without the prior written consent of Delmarva Power.
6. **EXPULSION FROM PROGRAM:** Misrepresentation of information stated on the Application or future Program Applications will not be tolerated. Service Providers found to have intentionally misrepresented information or who have violated the These Terms and Conditions or any additional terms and conditions of the applicable Program will be subject to removal from the Delmarva Power Service Provider Directory listing, or to restricted Program participation, at Delmarva Power's sole discretion.
7. **OBLIGATIONS BETWEEN THE PARTIES:** Service Provider acknowledges that by being selected by a customer to provide services to such customer related to a Program, Service Provider is not an agent, contractor or subcontractor of Delmarva Power. Delmarva Power will have no obligation to maintain, remove, or perform any work whatsoever on the energy-savings measures installed. Delmarva Power will have no liability for Service Provider's failure to perform, for failure of the energy-savings measures to function, for any damage to the customer's premises caused by Service Provider, or for any and all damages to property or injuries to persons caused by the energy-savings measures.
8. **PROGRAM OFFER:** This application covers all Delmarva Power Existing Buildings Program and Custom Program projects that qualify for incentives. Each project requires pre-approval in accordance with Section 5 prior to the purchase of products or installation. The project must be installed and post-installation documentation specified in Part II – Service Provider Acknowledgment of this application ("post-installation documentation") must be received by Delmarva Power within six (6) months of the Pre-Approval Date (as defined in Section 5) for retrofit projects and twelve (12) months of the Pre-Approval Date for custom and new construction projects. The Service Provider acknowledges that Delmarva Power may cancel this application without liability if customer has (1) not installed the approved project within the above time period, and has (2) not applied to Delmarva Power for a project extension 30 days prior to the expiration of the above time period. **NOTE FOR ALL PROJECTS:** Incentive payments may be denied or reduced for the following reasons: (1) failure to request an extension for delayed installation, (2) failure to follow as-built guidelines, or (3) failure to provide required documentation.
9. **ELIGIBILITY:** The Service Provider acknowledges that incentives are available to Delmarva Power commercial, industrial, governmental, and institutional electric customers for the purchase and installation of Qualifying Energy Efficiency Measures ("EEMs") in the Delmarva Power Maryland service territory, subject to these Terms and Conditions. Vacant/empty/non-operating facilities are not eligible for incentives. Accounts with a demand of 60 kW or less over the previous 12 months qualify for the Small Business Program with the exception of: temporary accounts; telecommunications accounts; vacant/empty/non-operations facilities; garages, parking lots, and signage that are not supported by a single eligible small business account. Re-upgrades, defined as the installation of new EEMs replacing EEMs installed and incentivized during the 36-month period following the original project, will be subject to a reduction in incentive based on the length of time remaining in the original 36-month project period.
10. **QUALIFYING EEMs:** Qualifying EEMs are identified in official program materials approved by Delmarva Power. Technologies that purport to save energy through reduction of voltage or power conditioning are not eligible. EEMs that displace/replace electrical energy use with another fuel (fuel switching) are not eligible. All equipment must be brand new. Used or rebuilt equipment is not eligible for incentives. Existing equipment must meet specification requirements and be purchased and operating prior to submitting the application form. Any equipment purchased or installed before pre-approval is ineligible for incentives.
11. **OWNERSHIP OF CAPACITY AND/OR ENERGY/ENVIRONMENTAL SAVINGS CREDITS:** The Service Provider acknowledges that EEMs purchased and installed in whole or in part through incentives provided by this Program are the property of the Customer, subject to any limitations contained within these Terms and Conditions. Notwithstanding the above, Delmarva Power holds sole rights to any electric system capacity credits and energy or environmental credits that may be associated with EEMs for which incentives were received, and Delmarva Power has the right to dispose of these credits in any manner authorized by applicable law or regulation. The Service Provider acknowledges that in no event will activity associated with any energy or environmental credits noted in this Section 4 result in interference with the customer's ability to operate EEMs as approved in the Program incentive award.

## TERMS AND CONDITIONS (CONTINUED)

12. **PROJECT APPROVAL:** Pre-approval from Delmarva Power is required for all projects. No project related energy-savings measures may be purchased and/or installed prior to the date of Delmarva Power's pre-approval (the "Pre-Approval Date"). Delmarva Power reserves the right to pre-inspect any project prior to pre-approval. Delmarva Power reserves the right to approve or disapprove the incentive eligibility of any proposed EEMs in its sole discretion. No project-related equipment may be ordered or installed prior to the Pre-Approval Date.

13. **EEM COSTS:** The Service Provider acknowledges that the customer must provide copies of all invoices itemizing the new equipment purchased. Each invoice must indicate the date of purchase, the size, type, make, model number, serial number, and part number. All information must be consistent with the submitted manufacturer specification sheets for that equipment.

14. **INCENTIVE PAYMENT:** All incentive payments will also be subject to the following limitations: a) Each Delmarva Power electric account is limited to \$1,000,000 in incentives per program year. b) Delmarva Power reserves the right to deny any incentive application that may result in Delmarva Power exceeding its Program budget; incentives are offered on a first-come, first-served basis and are subject to eligibility, availability of funds, and distribution of incentives across the Delmarva Power customer base. c) The Service Provider acknowledges that the customer may assign the incentive payment to a qualified Service Provider or other third party; provided, however, that whether it be the Service Provider, Delmarva Power customer, or other third party, as indicated in the application, Program incentives will be granted to only one party. d) Incentives are available for custom projects with simple payback periods of 1.5 years or greater, before an incentive is applied. The incentive is calculated up to \$0.28 per kWh for the first year of projected kWh savings or 50% of total installed project cost for retrofit projects or 75% of incremental costs for new construction projects, whichever is less. The incentive calculated above may be adjusted so that it does not "buy-down" the payback on the project to less than 1.5 years. A Maryland Public Service Commission specified "Total Resource Cost" test is then used to verify the value of paying an incentive on the project. These calculations are automatically figured in the application workbook.

15. **CUSTOMER TAX OBLIGATION:** The Service Provider acknowledges that the customer or designated incentive recipient is responsible for declaring and paying any and all applicable federal, state, and local taxes that may be owed on any Program incentive payment.

16. **SCHEDULE FOR INCENTIVE PAYMENTS:** Delmarva Power expects to pay all incentives within 4-6 weeks after final review and approval upon project completion. Project completion requires: (1) correct installation of the approved EEMs in the quantity proposed in the application, (2) submission of post-installation documentation to Delmarva Power, and (3) Delmarva Power verification and acceptance of (1) and (2) above, all in accordance with the specifications outlined elsewhere in these Terms and Conditions. Delmarva Power staff and/or its representatives reserve the right to conduct an inspection of the facility to survey the installed equipment, as part of its review process. Eligibility for incentives is contingent on the results of the inspection. Delmarva Power reserves the right to withhold payment of incentives based on the results of the inspection. If Delmarva Power determines that EEMs were not installed in a manner consistent with the approved application, or if unapproved EEMs were installed, or if the installation was not consistent with generally accepted engineering practices, changes may be required before payment is issued. The Service Provider acknowledges that Delmarva Power reserves the right to apply incentives to any of the customer's unpaid or overdue accounts, whether in the District of Columbia or Maryland.

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

18. **COMPLIANCE:** All applications and the work associated with them must comply with all federal, state, and local codes, laws, and regulations. Delmarva Power reserves the right to request and receive permits as a condition of payment of incentive.

19. **REMOVAL OF EQUIPMENT:** The Service Provider agrees, as a condition of participation in the program, to remove and dispose of the equipment being replaced by the EEMs in accordance with all legal requirements. Delmarva Power encourages that equipment be disposed of and/or recycled in an environmentally friendly manner. The Service Provider agrees not to install any of the removed equipment in the Delmarva Power service territory in the District of Columbia or Maryland. The equipment cannot be reinstalled anywhere in the State of Maryland, or transferred to any other party for such installation. The Service Provider is responsible for ensuring all applicable permits and licenses are obtained to effect the removal and installation of equipment.

20. **MONITORING AND EVALUATION FOLLOW UP VISITS:** The Service Provider acknowledges that the customer must agree, for a period of three (3) years after the final incentive payment, to allow Delmarva Power and/or its assigned representatives to conduct on-site inspections to verify that the qualified measures or higher efficiency equipment is installed and to conduct other measurement and verification activities to assess the amount of energy savings achieved. Such activities may require the installation of energy monitoring equipment. The scope of review is limited to determining whether Program conditions have been met. The Service Provider acknowledges that the customer must allow access to the EEMs and related project documentation. Delmarva Power has the right to a refund for incentives paid if, at any time, it learns that the EEMs were not actually and properly installed or were subsequently disconnected within 36 months after installation.

21. **PUBLICITY OF SERVICE PROVIDER PARTICIPATION:** Delmarva Power reserves the right to publicize the Service Provider's participation in the Program, including information such as: projected energy savings of the Service Provider's projects, incentive amounts, and other information that does not compromise reasonable Service Provider expectations of confidentiality of proprietary or competitive information. In the event that confidentiality of proprietary or competitive information could be compromised, Delmarva Power will obtain Service Provider permission to make such information public.

22. **DELMARVA POWER / PROGRAM LOGO:** The Service Provider may not use the Delmarva Power logo or Program name in any marketing, advertising, or promotional materials without prior written consent from Delmarva Power.

23. **CHANGES TO / CANCELLATION OF THE PROGRAM:** Delmarva Power may change the Program requirements, incentives, or these Terms and Conditions at any time without notice, including suspending acceptance of applications or terminating the Program. In the event of a Program change, pre-approved applications will be processed to completion under the Terms and Conditions in effect at the time of pre-approval by Delmarva Power. Notwithstanding the foregoing, Delmarva Power reserves the right to delay or deny payments to pre-approved applications if such payments may result in exceeding the Program budget. Submission of a completed application does not entitle the customer to Program participation or guarantee payment.

## TERMS AND CONDITIONS (CONTINUED)

24. **SERVICE PROVIDER SELECTION:** Delmarva Power and the Service Provider acknowledge that the customer may select any Delmarva Power approved Service Provider to perform the work proposed in any particular application. Any contractors, distributors, or other market providers performing work associated with any particular application, including completing and submitting the application, need to be Delmarva Power approved Service Providers. If the customer has a particular contractor, distributor, or other market provider that it plans to work with, the customer is encouraged to have the contractor, distributor, or market provider register as a Service Provider. Notwithstanding the foregoing, the Service Provider acknowledges that Delmarva Power has the right, in its sole discretion, to prohibit specific Service Providers from Program participation. The Service Provider acknowledges that Delmarva Power reserves the right to request and be provided with any and all current and applicable business licenses, construction permits, letters of good standing, and/or all other supporting documentation as required by the State of Maryland or its counties from any party directly or indirectly supporting the Delmarva Power customer's participation in the Program. Expired licenses and/or permits will not be accepted. Failure to provide Delmarva Power with this request may result in cancellation of the application and denial of incentives.

25. **LIMITATION OF LIABILITY AND INDEMNIFICATION:** Delmarva Power, its officers, directors, employees, affiliates, contractors and agents (the "Delmarva Power Parties") will not be liable to the Service Provider for any direct, special, indirect, consequential or incidental damages or for any damages in tort (including negligence) caused by any activities associated with the Program and the Service Provider's participation therein. By participating in this Delmarva Power Program, the Service Provider agrees to waive any and all claims, whether arising in contract or tort and to fully release the Delmarva Power Parties from any and all damages, of any kind. The Service Provider will protect, indemnify, and hold harmless the Delmarva Power Parties from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) incurred by or assessed against the Delmarva Power Parties arising out of or relating to the this application or the Program, whether arising in contract or tort.

26. **NO WARRANTIES:** NONE OF THE DELMARVA POWER PARTIES ENDORSE, GUARANTEE, OR WARRANT ANY PARTICULAR MANUFACTURER, PRODUCT, CONTRACTOR, SERVICE PROVIDER OR VENDOR, NOR DO THE DELMARVA POWER PARTIES PROVIDE ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PRODUCT OR SERVICE. THE DELMARVA POWER PARTIES ARE NOT LIABLE OR RESPONSIBLE FOR ANY ACT OR OMISSION OF ANY CONTRACTOR HIRED BY THE CUSTOMER (IF ANY) WHETHER OR NOT SAID CONTRACTOR IS A PARTICIPATING DELMARVA POWER SERVICE PROVIDER. THE SERVICE PROVIDER AGREES THAT THE CUSTOMER'S RELIANCE ON WARRANTIES IS LIMITED TO ANY WARRANTIES THAT MAY BE PROVIDED TO THE CUSTOMER BY THE SERVICE PROVIDER, ITS VENDORS, ITS MANUFACTURERS, ETC. NONE OF THE DELMARVA POWER PARTIES ARE RESPONSIBLE FOR ASSURING THAT THE DESIGN, ENGINEERING AND CONSTRUCTION OF THE FACILITY OR INSTALLATION OF THE EEMS IS PROPER OR COMPLIES WITH ANY PARTICULAR LAWS, REGULATIONS, CODES, OR INDUSTRY STANDARDS. NONE OF THE DELMARVA POWER PARTIES MAKE, AND NONE ARE AUTHORIZED TO MAKE, ANY REPRESENTATIONS OF ANY KIND REGARDING THE RESULTS TO BE ACHIEVED BY THE EEMS OR THE ADEQUACY OR SAFETY OF SUCH MEASURES.

27. **MISCELLANEOUS:** a) The agreement between the Service Provider and Delmarva Power is composed of all applicable Program forms, including the application, supporting documentation, and these Terms and Conditions. b) The Service Provider acknowledges that the only individuals authorized to bind Delmarva Power under the Delmarva Power Program are Delmarva Power staff and authorized agents of Delmarva Power. c) If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling will not invalidate any other provision, and the remaining Terms and Conditions shall remain in full force and effect in accordance with their terms. d) Resolution of any dispute, claim or controversy arising out of or relating to the Program or these Terms and Conditions (any such dispute, claim or controversy, a "Dispute") between the parties will be governed in all respects by the laws of the State of Maryland. e) In the event of any Dispute between the parties that cannot be informally resolved, the following procedure will apply. (1) **NOTICE OF DISPUTE.** A party will deliver a written notice (the "Dispute Notice") to the other describing the nature and substance of any Dispute and proposing a resolution of the Dispute. (2) **MANAGEMENT NEGOTIATION.** During the first thirty (30) days following the delivery of the Dispute Notice (and during any extension agreed to by the Parties) (the "Negotiation Period") an authorized manager of Service Provider (the "Service Provider's Manager") and an authorized manager of Delmarva Power ("Delmarva Power's Manager") will attempt in good faith to resolve the Dispute through negotiations. If such negotiations result in an agreement in principle among such negotiators to settle the Dispute, they will cause a written settlement agreement to be prepared, signed and dated (a "Management Settlement"), whereupon the Dispute will be deemed settled, and not subject to further dispute resolution. (3) **ALTERNATIVE DISPUTE RESOLUTION.** (i) The Service Provider and Delmarva Power (a) acknowledge that it is in their best interests to resolve any Dispute in accordance with the dispute resolution procedures set forth herein and (b) agree to use their best efforts so to resolve any such Dispute. Without limitation, such efforts will include mandatory submission of a Dispute to non-binding mediation. Should such Dispute not be resolved within 90 days after the issuance by one of the parties of a written Request for Mediation (or such longer period as the parties may agree), Delmarva Power and the Service Provider may seek other legal recourse. (ii) Notwithstanding the above, either party may seek injunctive relief to enforce its rights with respect to the use or protection of (a) its confidential or proprietary information or material or (b) its names, trademarks, service marks or logos, in a court of competent jurisdiction in which the party seeking such relief is located. The parties consent to the personal jurisdiction thereof and to sole venue therein only for such purposes. f) **DELMARVA POWER AND THE SERVICE PROVIDER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT EITHER SUCH PARTY MAY HAVE TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS APPLICATION, THE PROGRAM OR THE TRANSACTIONS CONTEMPLATED BY THIS APPLICATION.**

### Delmarva Power Energy Savings for Business Program

Contact: 1-866-353-5799 | [delmarvabusiness@icf.com](mailto:delmarvabusiness@icf.com)

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 [delmarva.com/business](http://delmarva.com/business).

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