

OPERATIONS & MAINTENANCE TRAINING INCENTIVE APPLICATION



A PHI Company

ELIGIBILITY FOR THE OPERATIONS & MAINTENANCE TRAINING INCENTIVE

This program will offer incentives for the partial reimbursement of training enrollment costs for building operation personnel that support commercial and industrial facilities. The incentive focuses on participation and completion of certification courses or other approved building O&M training courses. The program will provide incentives for training courses which have a focus on reducing and conserving electrical energy within buildings. Applicants for the incentives must apply for approval before taking any such course. Refer to the Terms and Conditions on the back of this application and the [Operations and Maintenance Training Guidelines](#) on the program website for details.

APPLICANT INFORMATION

Company Name			
Applicant		Title	Email
Company Address		City	State
			Zip
Office Telephone	Cell Phone		Fax

BUILDING INFORMATION*

*The building which the applicant is currently operating.		Company's Electric Account Number	
Building Type: <input type="checkbox"/> Office	<input type="checkbox"/> Retail	<input type="checkbox"/> School	<input type="checkbox"/> Higher Education
<input type="checkbox"/> Lodging	<input type="checkbox"/> Industrial	<input type="checkbox"/> Warehouse	<input type="checkbox"/> Health
			<input type="checkbox"/> Grocery
			<input type="checkbox"/> Other _____
Building Address		City/Town	State
			Zip
What Systems are associated with this building? (Please check all that apply)			
<input type="checkbox"/> HVAC – equipment	<input type="checkbox"/> Building Controls/EMS	<input type="checkbox"/> Refrigeration	<input type="checkbox"/> Compressed Air
<input type="checkbox"/> HVAC – controls	<input type="checkbox"/> Motors	<input type="checkbox"/> Industrial Process	<input type="checkbox"/> Other (please specify)
<input type="checkbox"/> Building Envelope (insulation, glazing)	<input type="checkbox"/> VFD/ASD for Motors	<input type="checkbox"/> Water Heating	
Year of Construction	Number of Floors	Total Floor Area (sq. ft.)	
Total Conditioned Area (sq. ft.)	Annual kWh Usage	Energy Star Rating	

TRAINING COURSE INFORMATION

Name of Course		Course Level	Course Provider Name
Is this course for certification? <input type="checkbox"/> Yes* <input type="checkbox"/> No *If yes, please go to the next box		Type of Certification	
Only applicants who are physically assigned to work in the above facility and who have the potential to influence a building's energy performance will be considered. Please provide a short description of the applicant duties and day-to-day responsibilities in the operation and maintenance of the building.			
Please provide a short description of how the proposed training course is relevant to the applicant's current position and career development in the field of building operations and maintenance.			
Starting Date of Course	Location of Course		Cost of Course

Return Completed Form to:

Pepco C&I Energy Savings Program

c/o Lockheed Martin, 2275 Research Boulevard, MS-8N, Rockville, MD 20850

Phone: 1-866-353-5798 | Facsimile: 301-519-5445 | email: PepcoEnergyEfficiency@LMBPS.com | web: www.pepco.com/business

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INCENTIVE

Each approved applicant is eligible to receive a cash incentive up to a maximum of \$1,000, or 80% of enrollment costs, whichever is less (additional costs such as travel, food, lodging, test fees, and materials will not be considered). Applicants must receive approval from the Program Office before taking any course. The incentive payment is contingent upon completion of the coursework; therefore the applicant must provide documentation of attendance (certificate of completion or other similar documentation).

	Requested Incentive Amount \$
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CUSTOMER AGREEMENT

I have read, understand and agree to both the **Terms and Conditions** and the **Operations and Maintenance Training Guidelines** (see program website for guidelines). I am the applicant or have authorization to sign on behalf of the applicant listed above, and represent that all information provided within is true and correct. **Note: Electronic submission is encouraged. A PDF or facsimile signature is acceptable and will have the same force and effect as an original signature. Program pre-approval for a training incentive is required – do not attend training or register until you are notified that the proposed training is approved. Keep a copy of all submitted documents.**

Applicant		
Authorized Representative or Applicant <i>(please print)</i>	Title	Date
Signature	Payment to: <input type="checkbox"/> Customer (Account Holder)	
Tax ID or Social Security Number	<input type="checkbox"/> Contractor/ Vendor	
<input type="checkbox"/> Other (Specify) _____		
Customer Representative - I approve the applicant to participate in training		
Customer Representative* <i>(please print)</i>		
<i>*The above named employee is assigned to perform his/her duties in the facility named herein and is authorized to participate in this training course.</i>		
Signature	Date	

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TERMS AND CONDITIONS

1. PROGRAM OFFER: This application covers training courses applied for after January 29, 2010 and is not retroactive prior to that date. Applications must be pre-approved and training courses must be completed within six (6) months of the pre-approval date.

2. ELIGIBILITY: Incentives are available to Pepco commercial, industrial, governmental, and institutional electric customers, subject to these Terms and Conditions and the Operations and Maintenance Training Guidelines.

3. OWNERSHIP OF CAPACITY AND/OR ENERGY/ENVIRONMENTAL SAVINGS CREDITS:
a) Pepco holds sole rights to any electric system capacity credits and energy or environmental credits that may be associated with this program for which incentives were received, and Pepco can dispose of these credits in any manner authorized by applicable law or regulation. **b)** In no event will activity associated with any energy or environmental credits noted in Section 3(a) result in interference with the Customer's ability to operate their facility.

4. TRAINING COURSE APPROVAL: **a)** Pre-approval from Pepco is required for all training courses. **b)** Pepco reserves the right to approve or disapprove any proposed training courses in its sole discretion. Applicants will allow 10 business days for the program to review the application and render a decision to approve or disapprove the training course.

5. TRAINING COURSE VERIFICATION: Pepco is not obligated to pay any pre-approved incentive awards until the applicant has provided documentation of completion of the training course(s).

6. INCENTIVE AMOUNTS: Incentive payment will be subject to the following limitations: **a)** The maximum incentive per application is \$1,000, or 80% of enrollment costs, whichever is less (additional costs such as travel, food, lodging, test fees, and materials will not be considered). **b)** Pepco reserves the right to deny any incentive application that may result in Pepco exceeding its program budget. Cash incentives under the programs are offered on a first-come, first-served basis and are subject to project and Customer eligibility and availability of funds.

7. TRAINING COURSE COSTS: The Applicant must provide copies of all invoices or other reasonable documentation that verify the costs of attending and completing the training course.

8. SCHEDULE FOR INCENTIVE PAYMENTS:
a) Pepco expects to pay all incentives within four

weeks after training course completion. Course completion requires submission to Pepco of all documentation of completion of the training course(s). **b)** Pepco reserves the right to apply cash incentives to any of the Customer's unpaid or overdue accounts.

9. CHANGES-TO / CANCELLATION OF THE PROGRAM: **a)** Pepco may change the program requirements, incentives, or Terms & Conditions at any time without notice, including suspending acceptance of applications or terminating the program. **b)** In the event of program change, pre-approved applications will be processed to completion under the Terms & Conditions in effect at the time of pre-approval by Pepco. **c)** Submission of a completed application does not entitle the Customer to program participation.

10. PUBLICITY OF CUSTOMER PARTICIPATION: Pepco reserves the right to publicize a Customer's participation in the program, including information such as: projected project energy savings, the incentive amount, and other information that does not compromise reasonable Customer expectations of confidentiality of proprietary or competitive information. In such instances, Pepco will obtain Customer permission to make such information public.

11. LIMITATION OF LIABILITY AND INDEMNIFICATION: **a)** Pepco, its officers, directors, employees, affiliates contractors and agents shall not be liable to the Customer for any direct, special, indirect, consequential or incidental damages or for any damages in tort (including negligence) caused by any activities associated with this program and Customer's participation therein. By participating in this Pepco program, Customer agrees to waive any and all claims, whether arising in contract or tort and to fully release Pepco, its officers, directors, employees, affiliates, contractors and agents from any and all damages, of any kind. **b)** The Customer shall protect, indemnify, and hold harmless Pepco, its officers, directors, employees, affiliates, contractors and agents 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 Pepco or its agents arising out of or relating to the performance of this Application, whether arising in contract or tort.

12. NO WARRANTIES: **a)** NEITHER PEPCO, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, CONTRACTORS NOR AGENTS ENDORSE, GUARANTEE, OR WARRANT ANY PARTICULAR MANUFACTURER, PRODUCT, CONTRACTOR, TRADE ALLY OR VENDOR, NOR DO ANY OF THE FOREGOING PROVIDE ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY

IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PRODUCT OR SERVICE. PEPCO, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, CONTRACTORS AND AGENTS ARE NOT LIABLE OR RESPONSIBLE FOR ANY ACT OR COMMISSION OF ANY CONTRACTOR HIRED BY THE CUSTOMER (IF ANY) WHETHER OR NOT SAID CONTRACTOR IS A PARTICIPATING PEPCO "TRADE ALLY." THE CUSTOMER'S RELIANCE ON WARRANTIES IS LIMITED TO ANY WARRANTIES THAT MAY BE PROVIDED BY ITS CONTRACTOR, VENDOR, MANUFACTURER, ETC. **b)** NEITHER PEPCO, NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, CONTRACTORS OR AGENTS 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. NEITHER PEPCO NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, CONTRACTORS, OR AGENTS MAKE, AND ARE NOT 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.

13. CUSTOMER TAX OBLIGATION: The Customer is responsible for declaring and paying any and all applicable federal, state, and local taxes that may be owed on any Program incentive payment.

14. MISCELLANEOUS: **a)** The agreement between the Customer and Pepco is composed of all applicable program forms, supporting documentation, and these Terms and Conditions. **b)** The Customer acknowledges that the only individuals authorized to bind Pepco under the Pepco program are Pepco staff and authorized agents of Pepco. **c)** If any provision of the Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining Terms and Conditions shall remain in full force and effect in accordance with their terms. **d)** Resolution of disputes concerning these Terms and Conditions, or any other requirement of this Application or condition of incentive award, shall be governed in all respects by the laws of the jurisdiction in which the customer is located. **e)** In the event of a dispute between the parties which cannot be informally resolved, the following procedure shall apply. (1) NOTICE OF DISPUTE. A party shall deliver a written notice ("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

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TERMS AND CONDITIONS (CONTINUED)

“Negotiation Period”) an authorized manager of Customer (the “Customer’s Manager”) and an authorized manager of Pepco (“Pepco’s Manager”) shall 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 shall cause a written settlement agreement to be prepared, signed and dated (a “Management Settlement”), whereupon the Dispute shall be deemed settled, and not subject to further dispute resolution. (3) ALTERNATIVE DISPUTE RESOLUTION. (i) Customer and Pepco (1) acknowledge that it is in their best interests to resolve any dispute, claim or controversy arising out of or relating to this engagement letter (any

such dispute, claim or controversy, a “Dispute”), in accordance with the dispute resolution procedures set forth herein and (2) agree to use their best efforts so to resolve any such Dispute. Without limitation, such efforts shall include mandatory submission of a Dispute to nonbinding 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), Pepco and Customer 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 (1) its confidential or proprietary information or material or (2) its names, trademarks, service marks

or logos, in a court of competent jurisdiction in which the customer is located. The parties consent to the personal jurisdiction thereof and to sole venue therein only for such purposes. **f) PEPCO AND CUSTOMER 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 OR THE TRANSACTIONS CONTEMPLATED BY THIS APPLICATION.**

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Identification

Today's Date: _____ SS#: _____
Last Name: _____ First Name: _____
Street Address: _____
City: _____ County: _____ State: _____ Zip: _____
Primary Phone: () _____ Cell Phone: () _____
Email: _____ @ _____

Characteristics

Date of Birth: _____ Gender: _____
Do you consider yourself to have Limited English Language skills? Yes No *Disability* Yes No
Are you in need of updated training related to Energy Efficiency and Renewable Energy Industries? Yes No
Ex-Offender Yes No Are you a veteran or member of reserve components of the Armed Forces? Yes No

Citizenship / Work Eligibility / Selective Service

U.S. Citizen: Yes No Registered with Selective Service: Yes No N/A
If not a US Citizen, are you authorized to work in the U.S.? Yes No

Education

Highest grade completed: _____ H.S. Diploma or GED [Year: _____]

Employment Information

Employed? Yes No If employed, are you underemployed? Yes No

Yearly Income: _____

Has your employment been affected by National Energy and Environmental Policy? Yes No

Has your employment been affected by Automotive Related Restructuring? Yes No

Unemployment Insurance (UI) Status: Active Exhausted Not Applicable

I certify and attest that all the entries made by me are true, complete and accurate. Further, I UNDERSTAND THAT ANY FRAUDULENT ENTRIES ON THIS DOCUMENT MAY BE PUNISHABLE BY LAW.

Maryland Workforce Exchange (MWE) Registered: Yes No MWE resume attached: Yes No

Signature of Applicant

Date