



DTE Energy Food Service Instant Rebate Program 2018 Policies and Procedures Manual

The DTE **Food Service Instant Rebate Program** provides incentives to business Customers who upgrade their facilities with energy efficient food service equipment. This program is available to all business Customers who receive electric and/or natural gas delivery service from DTE Energy. This document conveys the rules, policies and procedures that govern the Food Service Program's administration and Customer participation. It is a companion document to all other Food Service Program materials and forms.

Contact the
Food Service Instant Rebate Program Team
with any questions

Phone: **866.796.0512 (option 3)**

Fax: **313.664.1950**

Web: [**dtefoodservice.com**](http://dtefoodservice.com)

Email: [**saveenergy@dteenergy.com**](mailto:saveenergy@dteenergy.com)



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1 Program Overview

DTE Energy is offering its commercial and industrial Customers a comprehensive set of incentives through its **Food Service Instant Rebate Program** (Food Service Program) initiative to facilitate the implementation of cost-effective energy efficiency (EE) improvements. DTE's **Food Service Program** offers a wide range of commercial-grade equipment at discounts to qualified DTE Energy business Customers. Through this program, Customers contact a participating Dealer/Distributor, select the equipment and receive an immediate discounted price that reflects the incentive offered on that unit.

This manual provides information on the actual eligible equipment and specific program details. Forms for the **Food Service Program** are available through the Program office or through the **Food Service Program's** website: dtefoodservice.com

2 Program Effective Dates

The DTE **Food Service Program** will offer incentives for the 2018 Program Year until approved funds are exhausted or until Nov. 30, 2018, whichever comes first. All incentive submissions must be made by Nov. 30, 2018, to receive payment in this Program Year. No submissions will be accepted or processed after Nov. 30, 2018. Submissions made on that date without required documentation may be cancelled; submissions after that date may be cancelled.

3 Customer Eligibility

Michigan Public Act 295 (2008), revised by Public Acts 341 and 342 (2017), requires investor-owned utilities, municipalities and rural electric cooperatives to institute energy optimization programs, which will be funded through an "Energy Optimization Surcharge" (on distribution) assessed on all ratepayers' energy bills.

- Customers who have opted to receive their energy (electric and/or natural gas) supply from a source other than DTE Energy, must contact that provider for their DTE account numbers.

Additional Customer eligibility parameters are as follows:

- **Food Service Program** is available to qualified commercial and/or industrial business Customers of DTE Energy. Customers that are billed on non-residential rates are classified as business Customers.
- This program is not available to DTE Energy business Customers and/or sites that are participating in a self-directed option for the current Program year.
- Qualified measures must be installed at facilities served by DTE Energy and projects must result in a measurable improvement in energy efficiency.
- Equipment must be new and meet the requirements as set forth in the **Food Service Program's** specifications.
- For each site, there must be at least one meter that is on an eligible rate schedule.
- Customers must be in good standing prior to submissions being processed. A final check of account status will be completed for all submissions. If a Customer is not in good standing, s/he will be advised that they have 30 days, from date of contact to get account into good standing or the submission will be cancelled.

The Commercial and Industrial **Food Service Program** is not available to DTE Energy residential Customers or business Customers in multifamily buildings consisting of three or more units in any building. These Customers may be eligible to participate in the [Multifamily Program](#) for energy saving upgrades for other than food service equipment.

4 Project Requirements

A project under the **Food Service Program** is defined as a unique energy efficiency piece of equipment or more than one unit installed at a building (Premise ID) in a single time span. Project requirements include the following:

- Projects must involve a facility capital improvement that results in a measurable reduction in electrical and/or natural gas energy usage (kWh and/or Mcf), due to an increase in efficiency, for the life of the product.
- Equipment must be new and project savings must be sustainable for a period of five (5) years or for the life of the product, whichever is less.

Projects that are **NOT** eligible for an incentive include the following:

- Fuel switching (e.g., electric to natural gas or natural gas to electric or purchased steam to natural gas projects).
- Changes in operational and/or maintenance practices or simple control modifications that do not involve capital costs. (Capital investments to improve processes can be included.)

- On-site electricity generation.
- Projects that involve peak-shifting/demand limiting with no kWh savings.
- Power quality improvements.
- Projects involving renewable energy.
- Customers who self-direct (and have opted out of the program).

Any equipment installed at a facility must be sustainable and provide 100% of the energy benefits as stated in the Program requirements for a period of five (5) years or for the life of the product, whichever is less.

If the Customer ceases to be a delivery service Customer of DTE Energy or removes the equipment or systems at any time during the five-year period or the life of the product, the Customer may be required to return a prorated amount of incentive funds to DTE Energy. DTE Energy reserves the right to inspect proposed projects' pre- and post-installations of equipment.

4.1 Food Service Program and "Logical Area" conditions

DTE Energy Customers who plan to submit projects through the main DTE **Energy Efficiency Program for Business** retrofit program **and** receive incentives via a discounted purchase price through the **Food Service Program** must adhere to the following requirements and limitations.

- Customers may **not** apply for similar or identical measures in both programs simultaneously that are being installed in the same "logical area."
 - A "Logical Area" is defined as a contiguous area without structural separation – such the same room within a suite of rooms. The final determination of what constitutes a "logical area" will be made by DTE Energy or its representatives.
- Customers who submit for incentives in both programs for two different categories of measures within the same "logical area" are eligible for both program incentives.
 - An example would be installing lighting in a commercial kitchen area and also purchasing discounted food service cooking equipment through the **Food Service Program**.
- Customers **must** inform the **Energy Efficiency Program for Business** Team and/or the **Food Service Program** Team of their intention to seek incentives under both programs for the same "logical area."
- In order to submit for incentives under both programs for the same "logical area" – such as an entire room's food service equipment – the following requirements apply:
 - If the **main retrofit program** measures are installed first: The project must be at the "PAID" status before a **Food Service Program** transaction can be submitted for the remainder of the project.
 - If the **Food Service Program** measures are installed first: The proposal must be at the "project notification" stage before a **main retrofit program** Reservation Application can be submitted for remainder of the project.

5 Dealer/Distributor Requirements

In order to create a positive Customer experience and to ensure that **Food Service Program** funds are being administered correctly and accurately, a participating Dealer/Distributor, Trade Ally or Designated Trade Ally must adhere to standards of acceptable behavior and performance. This includes, but is not limited to:

- Complete and accurate Program submissions
- Accurate representations of the Program to Customers
- Submission of valid product invoices, if applicable, that accurately match the measures submitted for incentives
- Submission of valid supporting documentation
- The appropriate removal of equipment that comply with a submission's project
- The complete and accurate installation of new (not used) equipment represented in a submission
- Adherence to other provisions of this manual, such as co-branding (Section 6)

Violation of any one of these standards could result in: 1) revocation of the Dealer/Distributor's eligibility to be paid incentives directly as a third party, 2) notification to Customers of concerns regarding the Dealer/Distributor, 3) exclusion from any possible bonus offers, 4) removal from the Program directory and, if applicable, 5) removal from the **Food Service Program**. Should an alleged violation occur, the Dealer/Distributor will be contacted and, if necessary, a meeting will be called within five (5) business days to discuss the issue and determine possible steps that might be taken.



5.1 Food Service Program Participation

Dealers/Distributors that agree to participate in the **Food Service Program** must meet the following participation goals in order to remain in good standing and remain an authorized Dealer/Distributor in the Program:

- Cannot submit a **Food Service Program** transaction until the next quarter following Program training.
- Must submit at least one **Food Service Program** transaction within each quarter of every Program Year.
- Failure to submit at least one **Food Service Program** transaction will change the Dealer/Distributor's status from "active" to "inactive" and will prohibit the Dealer/Distributor from receiving Program payments. The Dealer/Distributor will be removed from the **Food Service Program** website and not be listed in any Program materials.
- To return to "active" status, a Dealer/Distributor must re-take **Food Service Program** training and submit a Program transaction within the same quarter of the training. Once this has been completed successfully, the Dealer/Distributor will again become "active" and return to the participating Dealer/Distributor list on the Program website.

5.2 Food Service Program Participation Agreement

Dealer/Distributors that agree to participate in the DTE **Food Service Program** must adhere to procedure and submission requirements itemized in the Program's **Participation Agreement**. Failure to comply with such requirements may result in exclusion from the Program.

6 Promotion, Advertising, Co-Branding Requirements

DTE Energy reserves the right to associate with a Dealer/Distributor and Designated Trade Ally businesses and include their participation in the **Food Service Program** for promotion and advertising. By participating in the DTE **Food Service Program**, Dealer/Distributors, Designated Trade Allies and Customers agree to be contacted by DTE Energy and/or its representatives to participate in the promotion of the **Food Service Program**, including but not limited to: advertising, case studies, testimonials and other marketing materials deemed appropriate by DTE Energy.

In addition, the following rules and conditions apply concerning the co-branding of any marketing materials:

- The DTE Energy logo may **NOT** be used in any materials by any Customer, Dealer/Distributor or Designated Trade Ally unless otherwise approved by DTE.
- **Only** those Dealer/Distributors that are Designated Trade Allies may use the following explicit language in their materials: **"DTE Energy Food Service Instant Rebate Program Participating Dealer."**
- Marketing and other collateral materials created by DTE Energy and/or its representatives may **NOT** be co-branded with any company name and/or logo or other graphic and/or textual representation of a Customer, Dealer/Distributor or Designated Trade Ally business and/or representative of that business unless otherwise approved by DTE.
- Customer, Dealer/Distributors and Designated Trade Ally websites **MAY** provide a link to the **Food Service Program** website.

These conditions can only be altered or revised with the express consent of DTE Energy and/or its designated representative.

7 Incentives

Incentives are subject to limits to encourage equitable distribution of the funds among as many utility Customers as possible.

7.1 Special Offer Limits and Caps

The **Food Service Program**, at any time, may implement special offers that involve revised incentive limits and/or caps. Such special offers do not apply to any other part of the Program beyond the special offer itself, and may be removed at any time without notice.

7.2 Food Service Incentives

The **Food Service Program** offers incentives for both electric and natural gas energy efficient equipment as instant discount at the point-of-sale with participating Dealers/Distributors. **Food Service Program** incentives are available for one-for-one change outs, replacements or upgrades unless explicitly stated otherwise in each Program's documentation.

For a complete list of the **Food Service Program's** electric and gas equipment and to verify incentive amounts or specifications, see the **Food Service Program's** latest version of documentation and website. The following guidelines and policies apply to eligible food service projects/equipment and incentives offered through the **Food Service Program**.

Incentives are available through the **Food Service Program** for energy-efficient commercial food service equipment upgrades and replacements – such as refrigeration and cooking equipment. Incentives are paid through participating Dealers/Distributors in the form of a point-of-sale instant discount on the purchase price of the equipment. Incentives are based on the quantity, size and efficiency of the equipment. Incentives are provided for one-for-one replacements, retrofits or new installations of qualified equipment. For example, replacing an outdated, inefficient version of a refrigerator with an ENERGY STAR®-rated refrigerator is a listed **Food Service Program** measure.

8 How the Food Service Program Works

The **Food Service Program** offers incentives on qualifying equipment to eligible DTE Energy Customers at the point of purchase from authorized Dealers/Distributors. Each incentive rebate is provided (and clearly identified) as a discount off the purchase price as a separate line item – clearly identified as a “DTE Energy Food Service Instant Rebate.”

The process of applying for an incentive is designed to be simple and involves only three steps for a Customer:

1. Identify the equipment to be purchased
2. Find an authorized Dealer/Distributor
3. Make the purchase

The process for the Dealer/Distributor is equally simple:

1. Verify the Customer's eligibility
2. Make the sale at a discounted price, reflecting the incentive on that unit
3. Enter the incentive as a discount on the sales invoice
 - a. Enter “DTE Energy Food Service Instant Rebate” on the invoice line indicating the discount value
4. Submit the sale to the Program Team for reimbursement of the incentive

The **Food Service Program** Team is available during normal business hours, 8 a.m.-5 p.m., Monday-Friday, to facilitate the Dealer/Distributor process. For assistance, call the Program Team at 866.796.0512 (press option 3 and ask for the **Food Service Program** coordinator).

8.1 Qualifying Equipment and Specifications

A complete list of equipment eligible for incentives through the **Food Service Program** is available for download from the Program website (dtefoodservice.com) or by request from the Program Team. This **Qualified Product List** (QPL) Excel file provides detailed lists of eligible equipment.

These lists include for each product the complete measure name, manufacturer name and model number. They also include a reference code used by the DTE Program to help identify each measure within the DTE **Food Service Program**. This detailed information is required for submission by Dealers/Distributors for incentive reimbursement and any bonus payment through the Program. These lists of qualifying equipment are subject to change without notice.

8.2 Required Documentation

In order to offer a product for sale through the **Food Service Program**, a Dealer/Distributor must provide all necessary equipment documentation that ensures compliance with the QPL (above). In addition, to receive incentives based on sales to eligible DTE Customers, Dealer/Distributors must report his/her sales to the Program office as outlined in the Participation Agreement.

8.2.1 Equipment Recommendations

Dealers/Distributors who sell or are considering the sale of products not listed on the **Food Service Program** QPL, but who think such equipment meets Program criteria, are invited to recommend such equipment for evaluation by the Program Team. To start this process, the Dealer/Distributor must use the online tool to provide information such as the manufacturer, product name, model number, product website, etc. The Program Team will contact the Dealer/Distributor within 3-5 working days with a response. If the product is approved, it will be added to the QPL.

8.3 Customer Eligibility

The process of verifying the eligibility of a Customer resides with the participating Dealer/Distributor. If a Customer is found by the **Food Service Program** Team to **not** be eligible, no reimbursement for discounts will be made to the Dealer/Distributor and no bonus will be paid for that sale.

To confirm Customer eligibility, the Dealer/Distributor should use the password-protected search engine accessible through the **Food Service Program** website (dtefoodservice.com). The Program Team is available during normal business hours, 8 a.m.-5 p.m., Monday-Friday, to facilitate the eligibility process. For assistance, call the Program Team at 866.796.0512 (press option 3).

8.4 Inspections

DTE Energy reserves the right to conduct both pre- and post-installation inspections of all projects. A pre-inspection may be required to establish a baseline for expected energy savings; a post-inspection may be required for verification purposes.

8.5 Discrepancies

If it is determined that there are significant discrepancies between the information submitted for incentive reimbursement by the Dealer/Distributor and the **Food Service Program** Team's review of the submission, the Program Team will contact the Dealer/Distributor to review these differences. This provides an opportunity for the Dealer/Distributor to dispute the results. If the Dealer/Distributor disputes the results, DTE Energy's representatives and the Dealer/Distributor shall thereupon attempt in good faith to resolve such dispute promptly. If the Dealer/Distributor has not contacted the Program Team within five (5) business days to discuss results, incentive levels will be revised to coincide with DTE Energy's findings and will be determined final.

If there is any misrepresentation of information — intentional or otherwise — that results in unjustified and/or unsubstantiated incentives being awarded to the Customer, DTE Energy and/or its agent will initiate action to recoup such funds from the Dealer/Distributor; steps that may include additional legal action commensurate with the seriousness of the event. A statement to this effect is part of the Participation Agreement.

8.6 Returns

Any item that was incentivized by the Food Service Program and subsequently returned by a DTE Customer and accepted by the Dealer/Distributor, per its own return policy, is subject to having such incentive being reimbursed to the Food Service Program. Refer to the Program Participation Agreement or contact the Food Service Program for more information.

8.7 100% Funds Fully Allocated Status

If the 2018 Program Year becomes oversubscribed (100% of Program Funds have been Fully Allocated) – which means an amount greater than all the budgeted funds are reserved – in the **Food Service Program**, all participating Dealers/Distributors will be notified of the status, and any submissions received after that notification will be held for possible future available funding, in the order in which they were received. If no additional funding is made available, no reimbursement will be made for discounts provided to Customers, no bonuses will be paid. If funds become available through the cancellation of other submissions or through other actions, incentives will be reimbursed in the order received.

Every effort will be made by the **Food Service Program** Team to notify participating Dealer/Distributors of changes in funding availability, but it is incumbent on participating Dealer/Distributors to remain aware of Program funding availability and adjust their sales accordingly.

9 Payment Process

Food Service Program incentives are paid indirectly to a DTE Customer (account holder) in the form of a discount purchase price. The actual incentive is paid to a participating Dealer/Distributor that submits all required information in a timely fashion, per Program timelines.

9.1 Dealer Payment Authorization

In order to receive direct payments of incentives through the **Food Service Program**, a Dealer/Distributor must meet these requirements:



- The Dealer/Distributor must remain in good standing and submit all required documentation as required by the **Food Service Program**
- A Dealer/Distributor that violates any of the standards of the Program may be removed from incentive payment eligibility – which means prohibited from participating in the **Food Service Program**, following the steps listed above
 - This removal includes any and all other contractor affiliations, DBAs and other employment relationships

10 Documentation

The documentation required for the payment of incentives through the **Food Service Program** is spelled out in Section 8.2.

11 Satisfaction

The Program Team will take every possible step to ensure a high level of satisfaction with all aspects of the **Food Service Program**. However, if any problems or concerns should arise, we encourage Customers and Dealers/Distributors to call 866.796.0512 (press Option 3). If they have questions that the Program Team cannot answer, its members can provide the appropriate contact information or other resources to help answer questions.

12 Tax Implications

Incentives and bonuses paid to participating dealers/distributors (and any employees, if applicable) are reported to the IRS on Form 1099. Incentive payments may have tax implications for dealers/distributors (and any employees) who receive them. The recipient is responsible for any and all tax payments that may result from an incentive payment. Participating dealers/distributors and their employees are encouraged to consult their accountant or tax experts to determine implications.

13 Disclaimer

Neither DTE Energy nor any of its affiliates guarantees the energy savings or makes any warranties associated with the measures eligible for incentives under the **Food Service Program**. DTE Energy has no obligation regarding, and does not endorse or guarantee, any claims, promises, work or equipment made, performed or furnished by any dealers/distributors or equipment vendors that sell or install any energy efficiency measures.

Payment of incentives is for the sale of energy-saving equipment only and does not guarantee or imply that the equipment installation complies with any state or local code. DTE Energy has no obligation to pay any incentive described herein unless the minimum requirements of the Program have been met and funds allocated for such incentives are available for distribution.

14 Contact Information

Phone: 866.796.0512 (press Option 3)
Email Address: saveenergy@dteenergy.com
Fax: 313.664.1950
Website: dteenergy.com/savenow • dtefoodservice.com
Mailing Address: **Food Service Instant Rebate Program**
c/o DTE Energy Efficiency Program for Business
P.O. Box 11289
Detroit, MI 48211