



## TERMS & CONDITIONS

1. Funding for the LADWP Business Offerings for Sustainable Solutions program (“BOSS” or “Program”) of the Los Angeles Department of Water and Power (LADWP) is limited and is available on a first come, first served basis until funds are exhausted. Incentive payments are not guaranteed. The total combined incentives and grants for a project cannot exceed the total cost of the project.

***BOSS may be modified, suspended, or terminated without notice.***

2. Energy efficiency and/or electrification measures may not be applied for nor receive incentives from multiple LADWP programs. LADWP will pay only one (1) incentive per energy efficiency and/or electrification measure.
3. Applicant agrees that they will not apply for or receive any other incentive offered by local or state entities or utilities for measures or services covered under this Agreement without receiving prior approval from the LADWP.
4. The applicant is responsible for meeting all program requirements and for compliance with state/county/city governments, property owner and/or homeowner’s association regarding local conditions, restrictions, codes, ordinances, rules and regulations prior to installation. Applicant shall obtain any permits required and provide them to LADWP upon request.
5. Incentives shall be paid based on the incentive levels in effect at the time a full and complete application package is received by the LADWP. The total incentive payment may not exceed 100% of the total approved measure costs, calculated on a per project basis. BOSS incentive rates/schedules may change without prior notification.

***Savings are based on annualized energy savings as determined by approved BOSS energy modeling software, reviewed and accepted by LADWP.***

6. BOSS participants and projects must meet the following requirements and guidelines to be eligible for BOSS incentives:
  - a. Participant must be an active LADWP non-residential electric customer in good standing.
  - b. Project must be located within LADWP’s service territory.
  - c. Projects will be evaluated using the calculated approach, and/or other procedures determined solely by LADWP.
  - d. Projects must meet or exceed Title 24 or current industry standards using LADWP approved project baselines.
  - e. All installed equipment and controls must be new and operational at the time of verification and must meet or exceed BOSS Program Requirements at the time of application. Used, rebuilt, or refurbished equipment are not eligible for incentives with the exception of retro-commissioning and process changes, which are subject to review and approval by the BOSS Program Manager, on a case-by-case basis.
  - f. Projects must meet all other BOSS requirements as specified in the program application.
7. Prior to installation and/or implementation of measures, a completed and signed application along with supporting documents must be submitted and preliminary review completed. Funds will be reserved only upon LADWP approval of the application.

Funds will be reserved for 12 months from the date of the Notice to Proceed. Projects not completed within 12 months of the LADWP pre-approval may be cancelled and reserved incentives returned to the program fund.

***Incomplete applications and applications submitted without the requisite supporting documents will not be processed or approved.***

8. “Customer” is LADWP’s customer of record. “Authorized Customer Representative” is any third party designated in writing by the Customer to act of their behalf. “Program Manager” is the LADWP assigned program administrator.

9. Only the Customer or Authorized Customer Representative may submit applications.

Applicant understands that submission of a signed BOSS application constitutes acceptance of the BOSS Terms and Conditions and adherence to BOSS policies and procedures. Applicant further understands that submission of an application package does not guarantee participation, nor is it a guarantee of funding availability.

Applicants to the Program must have authority to contract and be authorized on behalf of the legal owner of the project site, to implement/install energy efficiency measures. The Applicant’s signature on the application indicates such permission has been obtained. This permission also allows LADWP and/or its agents or contractors to carry out BOSS-related services and/or activities at the project site.

The LADWP BOSS application package may be mailed to:

**LADWP CI&I PROGRAMS**

**ATTN: Business Offerings for Sustainable Solutions Program  
111 N. Hope Street, Room 1057  
Los Angeles, CA 90012-2607**

The BOSS application package may also be e-mailed to BOSS@ladwp.com.

***LADWP is not responsible for BOSS applications and/or documents sent to LADWP that are not received, lost, or destroyed in transit.***

10. The Customer/Authorized Customer Representative and contractor are responsible for the accuracy of all project documentation submitted to LADWP. LADWP may reject BOSS application packages with missing, inaccurate, or incomplete information; or, for submission of altered product documentation.
11. Applicants are responsible for ensuring that LADWP and/or its agents have reasonable access to its facilities for the purpose of carrying out BOSS related services and/or activities, including but not limited to:
  - a. Pre-retrofit and/or pre-installation verification to examine the project site and to check the accuracy of the Customer/Authorized Customer Representative’s information as listed in the application, energy model, and/or input form (i.e. the existing/baseline equipment, the accuracy of equipment counts, descriptions, and sizes provided); providing qualified staff at verifications, equipped with the appropriate tools, ladder(s) or lift, and personal protective equipment (PPE) to safely access equipment specified in the application.
  - b. Post-installation and/or implementation verification to check installed and/or implemented equipment and/or measures and verify the accuracy of the Customer/Authorized Customer Representative’s information on energy efficiency and/or electrification proposed equipment and/or measures as listed in the application, energy model, and/or input forms
  - c. Third-party Evaluation, Measurement and Verification (EM&V)

12. Selection of IPMVP Measurement and Verification (M&V) Option C Whole-Building Metering requires the Customer/Authorized Customer Representative to submit the project's M&V plan for LADWP's approval prior to installation and the commencement of any work. This option is available only for facilities that have an AMI meter, using monthly billing for whole building metering analysis will not be allowed. Projects must achieve a minimum of ten percent (10%) energy savings and implement measures impacting at least two (2) different end use categories in order to qualify. A minimum measurement period of one year before (pre) and after (post) installation is required for this M&V option. The results of the M&V are considered final.
13. BOSS incentive payment(s) are contingent upon the following: final application approval; LADWP has verified incentive calculations and received all required documentation; and all LADWP verifications have been completed. LADWP reserves the right to request additional information regarding the location and quantity of the equipment installed/measure(s) implemented.
14. Estimated incentive amounts noted in the LADWP BOSS Workbook cannot be guaranteed and may be adjusted based on post-verification and post trend data verification; and it may also be subject to change, if any project-related information is found to be inaccurate, incomplete, or if the project scope changes at any time before the final project review and incentive payment is made by LADWP.
15. LADWP retains the sole discretion in determining the appropriate values used to calculate the incentive payment amounts. This includes review and analysis of the energy model, verification findings and, if applicable, measurements and verification data. Incentive payments shall only be paid on incentive measures that exceed program requirements when the application is approved. LADWP reserves the right to modify or cancel the incentive amount if the actual measures installed differ from the measures indicated in Customer's approved application(s).
16. While LADWP retains sole discretion to determine appropriate baseline values and energy savings, the Customer/Authorized Customer Representative may challenge LADWP energy savings estimates. To challenge LADWP energy savings estimates, the Customer/Project Sponsor, at their own expense, must submit a Measurement & Verification (M&V) plan. The M&V approach must conform to one of the four M&V options as outlined in the International Performance Measurement & Verification Protocol as documented in International Performance Measurement & Verification Protocol "Concepts and Options for Determining Energy and Water Savings Volume One" available electronically at <http://www.evo-world.org>. Applicant must accept as final authority, LADWP's determination of the energy savings and incentive amount.

***If the project's M&V energy savings are determined to be lower than originally estimated by the LADWP, the M&V findings will stand. The customer will not be able to revert to the original LADWP estimated savings and incentive amounts.***

17. As a condition of payment, Customer/Authorized Customer Representative shall submit to LADWP the documents described below. Required documents include but are not limited to:
  - a. Completed and signed Distributed Energy Solutions (DES) Non-Residential Program Application (Part A)
  - b. Completed and signed BOSS Project Information (Part B)
  - c. Completed and signed DES Authorization form, if applicable
  - d. Completed energy model trending data and/or engineering calculations to demonstrate energy savings, if applicable
  - e. Schematic drawings and/or manufacturer specification sheets
  - f. Photographs of existing equipment, including product serial numbers, if available

- g. Invoices and/or documentation to support installation costs
- h. Completed and signed LADWP BOSS Installation Report
- i. Completed and signed IRS Form W-9
- j. LADWP BOSS Payment Assignment Form, if applicable
- k. Additional project-specific documents as requested by LADWP

Applications for lighting measures will be accepted only when submitted in conjunction with another non-lighting BOSS-qualified measure. The BOSS-qualified measure must achieve a minimum of 100,000 kWh in energy savings. Both the BOSS-qualified and lighting measure must be applied for and completed simultaneously. Failure to complete the BOSS-qualified measure will render the lighting measure ineligible for payment.

18. Itemized invoice(s) must reflect the purchase price of the measure equipment, detailing the unique make, model and unit cost of all installed equipment in sufficient quantity to those specified in the BOSS application. Additional documentation supporting actual cost may also be required including, but not limited to, purchase invoices from a distributor, labor and permit fees. LADWP reserves the right to deny the acceptance of supplemental documentation and/or revised invoices showing amended payment costs.
19. An incentive check will be processed upon completion of the following:
  - a. LADWP has received all required documentation including itemized receipts or invoices signed by the Customer/Authorized Customer Representative;
  - b. All required LADWP verifications have been completed;
  - c. Any additional information regarding the location and quantity of equipment installed has been submitted and verified; and
  - d. Final application approval has been granted by the BOSS Program Manager.

LADWP reserves the right to request additional information regarding any phase of the BOSS process. Processing times for incentives may vary significantly due to incomplete or inaccurate information provided by the Customer/Authorized Customer Representative
20. All costs, materials and labor, will be reviewed for reasonableness by the Program Manager referencing RSMeans cost estimates. Only reasonable costs incurred for the implementation of the prescribed measures will be approved for payment by the program.
21. Incentives are taxable, and if cumulatively greater than \$600, will be reported to the IRS. LADWP is not responsible for any taxes that may be imposed on a party as a result of the receipt of this incentive payment.
22. Incentive payments are paid to LADWP Customer of Record. LADWP shall determine whether to grant a customer request to assign incentive payment to a third party as defined within the BOSS Payment Assignment Form.
23. Third-Party Financial Institutions are not eligible to receive BOSS incentive payments. A Third-Party Financial Institution is defined as any financier who may be financially backing a contractor engaged in any BOSS project.
24. Customer understands the incentive payments are based on related energy benefits over the life of the product. Customer agrees that if:
  - a. Customer does not provide the LADWP with 100% of the related energy benefits specified in the incentive form for the life of the product or a period of five (5) years from receipt of incentive, whichever is less; or
  - b. Customer ceases to be a customer of LADWP during said time period, Customer shall refund a prorated amount of incentive dollars to LADWP based on the actual period of time for which Customer provided the related energy benefits as an electric customer of LADWP.

25. LADWP's and/or its consultants' review of the design, construction, operation or maintenance of the project or energy efficiency and/or electrification measures shall not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of the project measures, nor shall the Customer/ Authorized Customer Representative, in any way, make such a representation to a third party. Customer/Authorized Customer Representative and contractor/ engineering firm/vendor/installer is solely responsible for the economic and technical feasibility, operational capability and reliability of project measures. LADWP makes no warranty, whether statutory, expressed or implied, of merchantability or fitness of measures for any particular purpose.
26. The selection of contractor, engineering firm, vendor, installer, manufacturer, dealer, purchase of materials, work performed and payment thereof is the sole responsibility of the Customer/Authorized Customer Representative. Customer/Authorized Customer Representative agrees to hold LADWP harmless and waives any claims against LADWP arising out of the installation and/or use of the energy efficient product. LADWP does not endorse, recommend, or guarantee the services, work, materials, products, workmanship, or financial stability of any contractor, engineering firm, vendor, auditor, installer, manufacturer, dealer, or any other party. LADWP will have no role in resolving any disputes between the Customer, contractor, engineering firm, vendor, installer, manufacturer, and/or any other third parties.
27. The selection, purchase, and ownership of products and equipment are the Customer's/ Authorized Customer Representative's responsibility and LADWP does not endorse or recommend any particular product, equipment manufacturer, installer or system design. LADWP makes no warranty, expressed or implied, of merchantability or fitness for any particular purpose, use or application of products and equipment. LADWP makes no representations as to safety, reliability, and/or efficiency of the equipment selected or any of the components thereof and the Customer/Authorized Customer Representative agrees to hold LADWP harmless and waives any claim against LADWP for any reason whatsoever arising out of the implementation of the energy efficiency and/or electrification measures.
28. Customer/Authorized Customer Representative/Contractor, at their own expense, shall obtain and maintain all licenses and permits required by federal, state, local, or other governing agency. Any failure by the Customer/ Authorized Customer Representative/Contractor to obtain and/or maintain the necessary licenses and permits constitutes a material breach of contract under the Program.
29. Disclaimer: The Customer/Authorized Customer Representative understands that LADWP makes no representation or warranty regarding manufacturers, dealers, contractors, materials or workmanship for any project work performed. The Customer/Authorized Customer Representative also understands that LADWP makes no warranty whether expressed or implied, including without limitation the implied warranties of merchantability and fitness for any particular purpose, use, or application of the products or measures.  
  
Limitation of Liability: LADWP shall not be liable for any loss, claim, damage, or injury of any nature whatsoever including consequential, incidental, or indirect damages regardless of the theory of liability, tort, warranty, or breach arising from or related to any project work performed.
30. LADWP shall not be liable for any special, incidental, indirect, or consequential damages, including without limitation, loss of profits or commitments to subcontractors of any tier, and any special, incidental, indirect or consequential damages incurred by the Customer/Authorized Customer Representative.
31. Customer/Authorized Customer Representative shall not use LADWP'S corporate name, trademark, trade name, logo, identity or any affiliation for any reason, without LADWP'S prior written consent. The Customer/ Authorized Customer Representative shall make no representations on behalf of LADWP.
32. By applying for an LADWP incentive and/or program, personal information provided may be subject to public disclosure by requesting parties, as required by local, state, and federal laws. If you receive any benefit, your name and installation address will be disclosed pursuant to the California Public Records Act.