

Advanced Commercial Solutions

Incentive program application | Custom Retrofit and Integrated Design Solutions

Step 1. Statement of interest

To assist in your financial evaluation of an electrification or efficiency project, SMUD can provide an incentive estimate.

Please submit the following:

- Completed statement of interest
- Signed and dated terms and conditions
- Technical documents to allow estimation of incentive
- PowerDirect® AutoDR statement of interest for additional incentives (optional)

The statement of interest and any resulting estimates are non-binding and should be used for budgetary purposes only.

Step 2. Reservation of incentive

To reserve an incentive for the project, please submit the following:

- Completed statement of interest
- Completed Payee information
- Signed and dated terms and conditions
- Technical documents to allow reservation of incentive
- Purchase order, construction agreement, or signed contract
- SMUD site inspection **before** work begins

Incentives are first come, first served. No incentive is reserved for your project until SMUD provides a countersigned reservation of incentive.

Step 3. Incentive payment request

To request payment, please submit:

- SMUD site inspection **after** the project is complete and operational
- Technical documents to allow final calculation of incentive
- Invoices capturing project cost
- Completed incentive payment request

SMUD will adjust incentive if necessary, and release funds for payment.

If you have questions, please contact:

For existing systems:

Custom Retrofit
CustomRetrofit@smud.org
smud.org/Custom

For new construction & extensive renovation:

Integrated Design Solutions
IntegratedDesign@smud.org
smud.org/IDS

The procedures manual can be downloaded from the above websites.

Telephone: 916-732-5095 | Mailing: 6301 S Street, Mail Stop A203, Sacramento, CA 95817

Powering forward.
Together.



STEP 1: STATEMENT OF INTEREST			
Organization			
Contact Name		Phone No.	
Title	Email		
Project Name			Construction Start Date
Project Address	City and Zip	Projected Completion Date	
Project Description			
<input type="checkbox"/> Design Team Incentive	Design Stage:	<input type="checkbox"/> SD _____%	<input type="checkbox"/> DD _____%
		<input type="checkbox"/> CD _____%	<input type="checkbox"/> N/A
The statement of interest and any resulting incentive estimates are non-binding and do not constitute approval for an incentive.			
STEP 2: PAYEE INFORMATION			
Organization		Federal Tax ID	
Contact Name		Phone No.	
Title	Email		
Payment Mailing Address	City / State / Zip		
<p>This agreement is not valid, and no incentives are reserved, until SMUD provides a countersigned reservation of incentive below. Work started in advance of the reservation of incentive is at risk of not receiving an incentive. Projects delayed beyond the reserved until date are at risk of modified or discontinued incentives due to program changes or budgetary considerations. Using appropriate load calculations, Payee understands that the maximum load of the proposed modification must remain below the transformer's remaining capacity margin.</p>			
_____		_____	
Payee Signature		Date	
RESERVATION OF INCENTIVE – SMUD USE ONLY			
<p>After all requested documents are received and electrification and/or energy savings calculated, SMUD completes this section and returns it to the Payee.</p>			
Incentive Reserved \$	Reserved Until		Tracking No.
Incentive Basis and Milestones			
<p>SMUD Advanced Commercial Solutions has reviewed the technical documentation supporting this project and agrees to reserve an incentive until the date above. Changes in project scope or delays in construction may result in modified incentives or ineligibility for program participation due to program changes or budgetary constraints.</p>			
_____		_____	
SMUD ACS Staff Signature		SMUD ACS Approver Signature	



TERMS AND CONDITIONS

This Agreement is entered into by Sacramento Municipal Utility District (SMUD) and the Payee. Payee includes Payee’s agents, contractors, representatives, and employees:

- Disclaimer of warranties:** SMUD makes no representations, expressed or implied, regarding the design, sizing, installation, construction, reliability, efficiency, performance, operation, maintenance, or use of any electrification and energy efficiency equipment or systems analyzed, discussed, selected, rejected, installed or otherwise considered by Payee. Any decisions regarding the selection, design, installation, use and operation of any energy efficiency equipment or systems shall be made at the sole discretion and are the sole responsibility of Payee.
- Indemnity:** Payee shall indemnify, defend and hold harmless SMUD, its directors, officers, employees and agents against all claims, loss, damage, expense and liability asserted or otherwise incurred by other parties, including, but not limited to SMUD’s employees and Payee’s employees, arising out of or in any way related to the performance of this Agreement and caused by the acts, omissions, intent or negligence, whether active or passive of Payee, its agents, employees, suppliers, and excepting only such loss, damage or liability as may be caused by the intentional acts or the sole negligence of SMUD.
- Term and termination:** This Agreement is valid until 60 days after the reserved until date. Projects must be completed as contracted and within the time frame stated in the SMUD reservation of incentive unless mutually agreed in writing by both parties. Extensions for reserving incentives for projects may be granted at SMUD’s sole discretion. Incentives are paid on a first-come, first-served basis until depleted and may not exceed project cost caps. If a project is delayed beyond the “reserved until” date on the reservation of incentive, SMUD reserves the right to modify or discontinue the reservation of incentive to accommodate available budget or program changes.
- SMUD representation:** Payees may not represent themselves as agents of SMUD, use SMUD identification or SMUD logo without express permission from SMUD.
- Incentive approval:** Incentives require approval prior to the installation of electrification and energy efficiency measures.
- Project scope changes:** Project scope changes may result in a modified or discontinued incentive.
- Incentive calculations:** Project incentives and energy savings are estimates only. SMUD in its sole discretion will determine and calculate the project’s baseline, energy savings, and final incentive payment. The Payee shall accept as final authority SMUD’s determination of the incentive amount.
- Installed equipment:** All installed equipment must be new and meet the submitted minimum technical and performance specifications.
- Measure eligibility:** Only permanent measures installed in SMUD territory, replacing existing equipment, or adding new equipment are eligible. All eligible energy efficiency equipment and systems must be installed and operational to receive an incentive. All applicable city/county/state building and other permits/licenses have been obtained.
- Participation with measurement and evaluation:** Payee agrees to participate in a measurement and evaluation study, if selected. These studies are used to analyze current program performance and improve future program designs. Payee agrees to fully cooperate with the study team if asked to participate. The incentives previously issued for the project will not be affected.
- Payment:** The Payee must sign and submit an incentive payment request form.
- Inspection:** SMUD may inspect the project during the installation and/or upon project completion.
- Misrepresentation:** All project information provided must be true and correct. Information determined to be fraudulent or misleading will result in the project being disqualified and termination of this Agreement and incentive.
- Tax liability:** Incentives may be taxable and will be reported by SMUD to the Internal Revenue Service and/or the California Federal Tax Board unless Payee qualifies under an exempt status. SMUD will report the incentive as income to Payee on IRS Form 1099-MISC unless Payee has established that they qualify for an exempt tax status. Payee is urged to consult a tax advisor concerning the taxability of incentives. SMUD is not responsible for any taxes that may be imposed due to incentive payments.
- Correspondence:** The Payee acknowledges email will be used as the primary means of data exchange, which includes the filled out incentive application, transmission of project information, email content, account number, invoices, proposals, contracts, and other forms of data to determine an incentive along with identifying information of the Payee (i.e. project and mailing address, contact information, Federal Tax ID). Upon written request by Payee, SMUD can use an encrypted file transfer process for data exchange, Payee may send request via email to: CustomRetrofit@smud.org (existing systems) or IntegratedDesign@smud.org (new construction or extensive renovations) or via U.S. mail to: 6301 S Street, Mail Stop A203, Sacramento, CA 95817.
- Installation term:** Payee agrees that SMUD will receive the energy benefit for which the Payee incentive is paid, for a period of not less than five years or the rated life of the equipment if that is less than five years. Payee agrees that if the energy benefit to SMUD ceases (for example, if Payee’s company stops using the equipment), Payee will return to SMUD the prorated portion of the Payee Incentive dollars based on the actual period of time for which Payee provided the energy benefit.

Projects completed without SMUD’s signed reservation of incentive document will not be eligible for an incentive.

Full procedures manuals are available at smud.org/Custom (for existing system upgrades) or smud.org/IDS (for new construction or extensive renovation) and are incorporated herein.

By execution of this Agreement, Payee certifies that Payee meets all the program eligibility requirements and that the information supplied by Payee is true and correct. Payee has reviewed and agreed to the terms and conditions above.

Payee Signature _____

Date _____



SMUD's PowerDirect® AutoDR Program

Statement of interest

I am an authorized representative of the company identified below ("Customer"). Customer is interested in participating in SMUD's PowerDirect AutoDR program, and wants to proceed with an Opportunity Assessment to identify recommendations and financial incentives that may be available to Customer through the full participation in this program.

Customer agrees to provide, or have a representative provide SMUD and its contractor(s) with required documentation (i.e. Energy Usage, etc.), reasonable access to Customer's premises/facilities to assess systems as requested. The customer understands that during the Opportunity Assessment, the facility may be subject to testing that may make building occupants experience changes in their work environments such as reduced light levels and elevated workspace temperatures. SMUD and Customer agree to make reasonable efforts to resolve issues associated with Customer's facility operation during testing to minimize the impact on the building occupants while meeting the objectives of this program.

Customer understands that Customer is under no obligation to modify the building based on the recommendations provided during the program. Customer also understands that Customer will receive financial incentives only if Customer signs SMUD's PowerDirect AutoDR Program Participation Agreement. Customer understands that eligibility for the program is established by SMUD if the performance of Customer's building meets the program requirements, and then only after demand reduction is verified.

SMUD's PowerDirect AutoDR Program Participation Agreement outlines all the Terms and Conditions for Customer's participation in the program and is available for review upon request. Upon execution of SMUD's PowerDirect AutoDR Participation Agreement, SMUD will provide Customer in accordance with the terms of the agreement building/controls upgrade and performance incentives for the following:

- Allowing SMUD to directly initiate load reductions from participating customers.
- Provide load control signals, price signals, notification of load reduction events and verification through an internet based demand response automated management system.
- Include an internet based demand response automation/management system that will interface with a participating customer's building energy management (EMS), lighting control system, HVAC control systems, and other loads to achieve automated electronic load reduction.

Customer Name

Customer Facility Location

Authorized Customer Signature

Date

Print Name

Title

Email Address

Phone Number



STEP 3: INCENTIVE PAYMENT REQUEST		
Project Name		
Project Address	City / Zip	
SMUD Inspection By		Tracking No:
Inspection Date	Final incentive \$	

INCENTIVE PAYMENT INFORMATION	
Check Recipient (Payee from page 2)	Federal Tax ID
Attention	Phone No.
Email	
Payment Mailing Address	City / State / Zip
<p>The installation and/or equipment provided have been completed as contracted, and systems are operational. The Payee warrants that all applicable city/county/state building and other permits have been obtained and finalized. The Payee understands that the final incentive payment is subject to on-site verification by a SMUD representative.</p> <p>The installed electrification and/or energy efficiency measures matches the incentive basis on the reservation of incentive except as communicated in writing to SMUD.</p>	
_____ Payee Signature	_____ Date

SMUD USE ONLY
<p>The project has been reviewed and matches the incentive basis, except as communicated in writing to SMUD, and confirmed through a site inspection. Supporting documentation has been received and uploaded to the project database.</p>
_____ SMUD ACS Staff Signature

