

OG&E Midstream Program Manual

Prepared by:

CLEAResult

210 Park Ave, Suite 1000

OKC, OK 73102

Contact: David Castle

Phone: 405-437-4294

Email: david.castle@clearesult.com

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Program Description

The OG&E Commercial Midstream Program (“Program”) is offered to commercial customers in the OG&E territory. The program is designed to encourage these customers to save money and energy by:

- 1) Purchasing and installing qualified ENERGY STAR® or DesignLights Consortium® (DLC) listed:
 - a. LED bulbs
 - b. LED fixtures

Commercial Midstream Key Concepts

Market Transformation, Education, Incentives, Energy Savings, Convenience

During the program year, additional measures may be evaluated for cost-effectiveness; measures that are considered appropriate may be added into the program.

To encourage adoption of program measures, eligible customers will receive:

- 1) Discounts at the point of sale (POS).
- 2) Promotional materials that describe the benefits of purchasing qualified energy-efficient items at participating Distributor locations and other locations.

Additionally, this program will incorporate other activities designed to educate eligible customers about the energy efficiency technologies and incentives that are available. The two main program activities are:

- 1) **Distributor recruiting, outreach, and training** — CLEAResult (“CR”), the Implementer of this Program, will work to manage the Distributor network for the OG&E Commercial Midstream Program.
- 2) **Administration of the incentive process (including program tracking)** — The Program strives to make participation in programs as convenient and streamlined as possible. To that end, CR works directly with distributors to discount lighting products at Distributor locations.

The long-term objective of this program is to transform the energy efficiency market over time by minimizing the barriers that hinder OG&E commercial customers from adopting energy-efficient technologies and practices. Strategies for lessening these barriers include:

- Enrolling Lighting Distributors and Independent Electrical Distributors
- Increasing sales of qualifying products beyond what is typically achieved by current programs
- Managing relationships and providing training to assure goal attainment and program uptake
- Tracking and reporting transactions at the Distributor level
- Developing and implementing a Quality Assurance/Quality Control (QA/QC) process
- Processing and paying invoices in a timely manner

Operations Protocol

The OG&E Commercial Midstream Program offers distributors the ability to provide discounts directly to their qualifying utility customers at the POS. As a part of that process, distributors are required to capture and report a variety of customer and product information associated with those transactions.

CLEAResult establishes the program measure mix, energy savings and associated product incentive levels and engages distributors to participate in the program offering. This engagement is accomplished via the execution of a Promotion Agreement (PA) between CR and the Distributor and is required prior to participation in the program by a distributor. The PA defines, in part:

- terms and conditions
- program duration
- incentive budget allocation
- customer qualification criteria
- qualified product types included in the program
- specific branch locations included in the program

IMPORTANT: For each Distributor customer invoice, Distributor understands that for rebates over \$2,500, they will be directed to use other OG&E sponsored programs to provide greater value to the customer. Distributor shall not provide greater than \$2,500 in total OG&E sponsored discounts per customer, per month, without first obtaining prior approval directly from CLEAResult. Approval of exceptions to the hard cap will be granted on a case-by-case basis.

Only two (2) exceptions to the \$2,500 cap is allowed by each Distributor per month. Splitting jobs into multiple invoices is no longer allowed. If a Distributor goes over the \$2,500 cap to one customer without prior approval, whether a single invoice or multiple invoices per month, the amount over the cap will be deducted from your allocation and reallocated to other distributors in the program.

When asked to make an exception to the \$2,500 cap, CLEAResult reserves the right to contact the customer to determine if they would be better served by another OG&E rebate program. The OG&E Midstream Program is specifically designed for small projects and must be administered properly to achieve that goal. Going forward, POS reports will be audited for total rebates per customer per month, quarter, and year. For example, using multiple names for the same company at the same address to avoid an exception could result in probation/termination of your participation for the remainder of the year.

W-9 Requirements

Participating distributors are required to complete a W-9 form.

Training

All employees at participating distribution locations are required to complete training delivered by

CLEAResult via webinar, through pre-recorded content on the Distributor Program Partner Central (PPC), by phone, or in person. Initial trainings will focus on sales enablement and using the Program's Customer Validation Tool. A follow-up training will cover the process for submitting sales data, including templates for formatting data. Additional training may be required based on individual distributors' performance.

All participating distributors must complete trainings on Program criteria and goals, data collection requirements, and the incentive claim process.

CLEAResult will supplement this training with informational materials about the benefits of efficient lighting products as well as detailed Program processes and procedures.

Information includes:

- Data upload ID
- Approved marketing collateral
- Distributor Promotion Agreement

Critical information emphasized during the training will include, but is not limited to, the following:

- A Program overview, including a review of Program objectives and timeline
- Qualifying products and incentive levels
- Allocation for the distributor
- The importance of verifying site eligibility prior to applying incentives
- A step-by-step review of the invoice submittal process, including:
 - Submittal guidelines
 - Required data fields
 - Expected timelines for incentive processing
- Processes and timelines for incomplete or incorrect incentive claim submissions, including the Implementation Contractor's issue resolution process.

CLEAResult will schedule a webinar training with staff designated to submit monthly incentive claims and will schedule additional in-person trainings as needed.

Trainings will go over policies and procedures and will be tailored for two primary distributor staff roles: the administrative team and the sales team.

Administrative Training

Administrative tasks include gathering sales data for incentivized products, entering all relevant data into PPC via the correct template, and submitting that template for incentive reimbursement.

Administrative staff are trained on relevant software systems and all other administrative Program functions. Distributors must complete this training session before using the Distributor PPC to verify customer eligibility.

Sales Training

Training for Distributor sales staff consists of customer and product eligibility requirements as well as general OG&E brand awareness.

Program Policies

This content includes general Program information and timeline, eligibility requirements for distributors and their customers, incentive levels, and quality assurance/quality control activities. Distributors should ensure all staff operate in accordance with established Program policies. More information on the Program quality control process can be found in the “Quality Assurance & Quality Control Plan” section.

Program Procedures

This content focuses on the day-to-day tasks of distributor participation, including an explanation of and tutorials on the customer validation process, incentive reimbursement request, point-of-purchase data upload file format, and invoice format.

Training Delivery Methods

Training is delivered by the CLEAResult in the following formats: in person, by phone, via webinar, and through pre-recorded content. Recorded trainings, written documentation, guides, and how-to manuals are available for use at any time.

1:1 Sessions

Personal 1:1 sessions will be scheduled to assist Distributors with any additional questions or issues that arise throughout Program implementation. Training or assistance is always available and may be requested at any time.

Marketing Attribution

To ensure customer awareness and utility attribution CR provides pre-approved utility branded marketing materials to the participating Distributors. These typically include:

- Counter mats
- Banners
- Window clings
- Sales flyers (sell sheets)

On-going training of sales staff continually reinforces the need to make their purchasers aware of the utility program and discounts.

Distributors pull their customers into the program and CLEAResult field staff utilizes outreach and approved marketing materials to educate contractors and customers regarding the program benefits and direct them to participating distributors. The combined ongoing marketing, training, and outreach ensures distributors, contractors, and customers are aware of the program, the benefits, and the requirements for participation.

Qualified Product List

The Qualified Product List (QPL) ensures that only qualified products are incentivized through the program and at the correct incentive levels. It also serves to eliminate the potential for Distributor sales staff making judgment calls and potential mistakes relative to product acceptability and incentives. Products included in the program must meet industry qualification standards as appropriate (e.g., ENERGY STAR, DLC and Consortium for Energy Efficiency).

The Distributor must verify the product meets program requirements and identify additional information for use in the QPL including incentive amount and measure category. Depending on program requirements or needs, the QPL may also contain additional product specific information including efficient product lumen rating, lifetime hours, deemed savings values, etc.

QPL Maintenance

A hard copy QPL list will be built and maintained by the distributor. The addition of products to a locally maintained distributor's QPL is a straight-forward process. When new products are verified by a Distributor and the correct incentive level has been identified, it is recommended that the Distributor update their own internal QPL and inform their own employees involved with the Midstream Program of those qualified products.

Customer Qualification

The Promotion Agreement also identifies the customer qualification criteria to which participating distributors must adhere. It is important that only qualified utility business customers receive program incentives. Prior to making an incentivized sale, the Distributor must confirm that the end-use customer at the installation location is a qualified utility commercial customer. To that end, a process has been developed to facilitate Distributor identification/verification of qualified utility commercial customers.

ZIP Codes

Distributors are required to verify the installation address ZIP code against a pre-approved ZIP code list and capture and report associated installation location business names and addresses.

Approved ZIP code lists are provided to Distributors for use by sales staff in assessing customer qualification. **The list has changed for 2019. Be sure to destroy all old ZIP code lists and replace with the corrected list.** Certain Distributors, depending on their IT systems, have the ability to hard code the ZIP code list directly into their POS systems. However, all participating Distributor branches receive laminated approved ZIP code lists for easy reference. All “End-Use Customer Installation Locations” that are not “opted out” businesses and identified as being located in approved ZIP codes, are immediately eligible for program participation.

To ensure the program is available to all qualified customers, a process has also been established to allow distributors to contact CR to verify program eligibility for customers that are located outside of the approved ZIP codes through the PPC tool.

The current ZIP code list can be found in [Appendix II](#). Multiple laminated copies will be provided to the Distributor by CR.

Incentive Reimbursement Requirements

Distributors must follow Program requirements as specified in this document to offer point-of-purchase incentives to customers in OG&E’s service territory. Before submitting incentive reimbursement requests, distributors must complete all onboarding requirements. This section documents the policies and procedures for offering incentives and receiving reimbursement through the Program.

Confirm Customer Eligibility

Before a Distributor may offer an incentive to a customer, they must verify the customer’s eligibility using the Customer Validation tool in Program Partner Central. All commercial addresses in OG&E territory are eligible if they are not “opted out”. Once the customer and product have been deemed eligible, the Distributor may proceed with the sale and apply the incentive as a discount.

Confirm Product Eligibility

Before a Distributor may offer an incentive to a customer, they must verify the eligibility of the purchased product using the QPLs or additional Program materials. Products can also be validated directly in the PPC Product Validator.

Customer Invoice

In addition to uploading sales data, distributors are required to submit an invoice that aligns with the sales data submitted for the same period. The following information must be included on an official Distributor invoice showing company name and address:

- Unique invoice number
- Invoice date

- Item model number
- Item quantity

Distributors should keep a copy of the customer invoice, as it may be requested at any time to verify incentive data.

Incentive Reimbursement and Data Upload Requirements

Distributors must upload all sales activity for any given calendar month in the next month's incentive reimbursement cycle. The upload cutoff is generally the 5th of each month.

- Distributors must upload sales from a calendar month in the next calendar month by the 5th of that month. Exceptions to this due to holidays or other unplanned events will be sent out via email.

Incentive Reimbursement Request

This section documents the process for submitting sales data to receive an incentive reimbursement, which must be followed in its entirety. The Program will provide a distributor-specific web-based tool called Program Partner Central (PPC) to support this task.

Customer Validation

Regardless of the project size or specifications, each address where incentivized lighting products are to be installed must be verified in the customer verification page on PPC. For example, if a customer is purchasing items for a lighting retrofit across multiple locations, the eligibility of each individual location must be verified.

Submitting Incentive Sales Data

The Distributor PPC also enables distributors to upload sales data and includes detailed instructions and data upload templates.

Any Distributor location that will be participating in the Program must have a PA on file with CR.

Sales Data Spreadsheet

After each qualifying sale, enter required data in the provided spreadsheet (.xls or .xlsx file).

Field Name	Required?	Data Type	Data Format	Notes
Distributor ID	Yes	Character		Assigned by the CLEAResult
Product Type	Yes	Character		
Invoice/PO #	Yes	Character		Customer invoice #
Customer Installation Name	Yes	Character		No abbreviations. Please spell out. Must have a space between first and last name
Customer Contact Name	Yes	Character		
Customer Installation Address	Yes	Character		Do not use abbreviations. Spell out all street designators such as Road, Street, Avenue, Boulevard, Lane
Customer Installation City	Yes	Character		
Customer Installation State	Yes	Character		
Customer Installation ZIP	Yes	Numeric	5 digits (xxxxx)	Installation ZIP code used for validation for sales allocation and incentive amount payments
Purchaser Contact Name	Yes	Character		No abbreviations. Please spell out. Must have a space between first and last name
Purchaser Organization	Yes	Character		
Purchaser Contact Phone	Yes	Numeric	10 digits (xxxxxxxxxx)	Numeric
Purchaser Contact Email	No	Character		
Sales Date	Yes	Numeric	MM/DD/YYYY	Date sold to customer
Product ID	Yes	Character		Must match the qualified product list model number. This field used to determine the products manufacturer, model #, and product type
Quantity	Yes	Numeric		
Confirmation Number	Yes	Numeric	10 digits (leading zeros not required)	Assigned value in Program Partner Central. Confirms Distributor-verified customer eligibility

Once this spreadsheet has been completed, you can begin the data upload process via the PPC and upload your sales for the month.

Sales Data and Incentive Processing Timeline

Sales data should be collected during the month in which the sales are made and then submitted to CLEAResult by the fifth day of the following month—for example, September 1–30 sales data must be uploaded by October 5. Sales data is uploaded through the Distributor Program Partner Central (PPC), as detailed in the Incentive Reimbursement Request Section. Corrections to this data must occur before the sales are batched and submitted to the Program for reimbursement.

Corrected incentive reimbursements must be submitted by the 10th of the following month. CLEAResult will batch and submit a final invoice to the Program by the 20th of that month. Distributors will receive payment approximately net 45 days from the 5th of each month.

All sales within a calendar month must be submitted by the next upload date to be eligible for incentive reimbursement.

Quality Assurance and Quality Control Plan

The defined protocols and policies in this document, along with their respective metrics and key performance indicators, will serve as a quality assurance mechanism and ensure that Program goals are met. Our Quality Control Plan includes the following processes:

Sales Data Review

Data integrity is critical to the success and effective evaluation of the Program. CLEAResult will ensure all sales data is thoroughly reviewed to identify discrepancies. The Implementation Contractor's data management platform includes a variety of automated controls and audit devices to ensure data accuracy. The platform prevents duplicate entries and entries that are outside of Program dates listed for a participating distributor.

Data System Quality Control

The Implementation Contractor's platform flags suspect sales, alerting them to request further information from the participating distributor. The platform requires data to be submitted in a specified format that allows automatic validation. If the data does not match eligible parameters, the participating Distributor will receive an error message when attempting to submit the invoice.

Validation of Sales Data

The platform will automatically verify that all products sold are included on the Program's qualifying product list, and that the products' installation addresses are within OG&E's service territory (validated through the address verification on Program Partner Central). If any information is missing or found to

be incorrect, the Distributor will receive an immediate error message and be prompted to resubmit the data with corrected information, providing an immediate quality assurance check. Sales that do not meet the eligibility requirements are not accepted.

If the participating Distributor receives an error message, CLEARResult will help resolve the issue. For example, if a product submitted for incentive is not on the Program's QPL, the Distributor must provide the appropriate certification or a letter of attestation as to the qualifications of the product. If the product meets the qualifications, CLEARResult will manually add the product to its database.

Program Roles & Responsibilities

Program Sponsor: OG&E

- Provides all funding for the energy efficiency program and the program incentives
- Manages the energy efficiency programs and oversees implementation

Program Evaluator: ADM Associates

- Provides oversight of program implementation to verify that savings claimed in the program is correct, valid and adequately documented
- May perform post-retrofit on-site inspections, measurements, or phone conversations to collect data for program savings verification
- Provides updates to program calculation methodologies through annual TRM updates
- Surveys program participants to determine if program implementation is meeting their needs and expectations. Surveys customers to determine if program outreach is adequately informing the market of the energy efficiency program opportunities

Program Implementer: CLEARResult

- Performs outreach and education about the energy efficiency program
- Assists program participants and trade allies with program documentation
- Ensures proper administration of all program processes

Program Participant: Qualified OG&E Commercial Customer

- Purchase qualifying energy-efficient lighting from participating distributors: LED bulbs or LED fixtures.
- Provide the OG&E commercial customer name, address, phone number, contact name, and OG&E customer email address.

Participating Distributors:

- Distributors are responsible for complying with the program processes set forth in their promotion agreement with CLEARResult. This can include educating customers about energy efficiency, providing CLEARResult with monthly reports and invoices for each measure, and displaying signage.

Program Eligibility

Customer Eligibility

The 2019 OG&E Midstream Program is being offered to all commercial customers of OG&E that are not “opted out” of the commercial efficiency rebate programs. Customers may be required to verify eligibility with their OG&E account number for participation in the Program. Please see the “Program Participation Process” section of this document for information about how to participate.

Distributor Eligibility

CLEAResult is responsible for recruiting eligible distributors to participate in this program. Eligibility is determined by the distributor’s ability to track and report data as well as their willingness to agree to the responsibilities laid out in their program agreement with CLEAResult. Finally, distributors must have a physical location, or “store front”, within OG&E’s service territory.

Program Incentives

Eligible measures include general-purpose and specialty Energy Star qualified LED light bulbs, DLC qualified LED linear replacements, LED light fixtures, and linear LED retrofit kits. These measures will replace incandescent, fluorescent and halogen bulbs & fixtures with energy-saving LED fixtures.

A sample of the Measures & Incentives list can be found in [Appendix IV](#).

Measurement and Verification

For all bulbs and fixtures, the program will calculate savings based upon pre-approved stipulated savings per unit.

Stipulated savings are standardized savings values that have been calculated based on aggregated data for a category of measures in representative building types. This approach is suitable for a variety of projects where energy savings may be estimated to a reasonable degree of accuracy without additional measurement and verification. In these cases, variables such as operating hours and energy consumption of existing equipment are assumed using previously-gathered field data.

Program Participation Process

There is no application in this process. The instant rebate is awarded at the time of purchase from a participating distributor and is included in the quoted sale price. **Rebates are subject to funding availability for commercial customers.**

Limits on Participation

The incentive budget available through the program is limited and made available to commercial customers on a first-come, first-served basis. Incentives for use by distributors are subject to

availability. Each Distributor will receive an incentive budget allocation for use in implementing the program. Once the distributor's incentive budget allocation is fully expended, the Distributor will cease to offer program incentives unless additional funding is available and the distributor's incentive budget allocation is formally increased via a Promotion Agreement amendment. **While CLEARResult will monitor Distributor invoiced sales activities, it is the distributor's responsibility to remain within the budgeted allocation. Any claimed incentives that exceed the budget allocated to the Distributor are subject to non-reimbursement.**

Incentive Payment Process

Any cash incentives received through the program are paid directly to the commercial customer via rebates on purchases as described above. Reimbursement funds for incentives applied to eligible purchases are delivered in the form of a check to the Distributor once the purchases have been verified.

Lighting Products

CLEARResult has recruited lighting distributors to participate in the discount of these measures. OG&E commercial customers will be able to access to a list of participating distributors via OG&E website.

Disclaimers

OG&E and/or CLEARResult

The selection of a participating Distributor or manufacturer's product is the sole decision of OG&E or CLEARResult. Inclusion of a Distributor or product in the program does not constitute an endorsement by OG&E or CLEARResult of any product, individual or company. Neither OG&E nor CLEARResult makes any guarantee or any other representation or warranty, expressed or implied or otherwise, as to the quality, cost or effectiveness of any product(s) provided by any such participating distributor's employees, subcontractors or suppliers.

Energy efficiency gains are subject to a number of variable conditions and circumstances. While it is the intent of the program to achieve energy efficiencies, neither OG&E nor CLEARResult guarantees or warrants that any specific energy efficiency gains will be achieved for a particular customer under the program.

Quality Management System

Distributor training and outreach is a key component of QA/QC for this program. Sales associates serve as trusted subject-matter experts who can influence decision-making at the time of purchase. CLEARResult will:

- Conduct periodic sales associate trainings to educate staff on programs.

- Work with distributors to plan promotional events.
- Conduct periodic check-ins by email, in person, or phone to assess program effectiveness, verify point of purchase signage, and develop relationships with individual distributors.

Tracking products and reporting accomplishments will be completed through agreements reached with distributors.

Distributor Performance Standards

Requirements for Participation

Distributors are required to sign a Promotion Agreement (PA) to enroll in the program. The PA defines participant roles and requirements for program participation.

W-9 Requirements

Unless otherwise notified or not applicable, participating distributors are required to complete a W-9 form. The Implementation Contractor will then scan a copy and save it on a secured network, at which point the original hard copy will be destroyed.

Cases for Non-Payment or Termination of Agreement

If a Distributor does not maintain their duties as agreed upon, they will receive a warning. If they take no corrective action and continue to fail to uphold their duties, CLEAResult may elect to withhold payment for reimbursement or to terminate the agreement with the distributor.

Each Distributor will be required to upload POS data according to the schedule outlined below. Timely submitted invoices are needed to track Distributor funds, QA/QC processing and for CLEAResult to report the appropriate energy savings to OG&E for submission to the Corporation Commission.

Invoices not submitted by the assigned day of the month are subject to a reduction of your allotted funds by 10% per business day until the invoice is received.

- Initial uploads may be submitted starting on the 1st of the month
- Initial uploads are due no later than the 5th of the month
- Re-uploads and invoices are uploaded from the 5th to the 10th
- Invoice revisions may be requested – your upload is not complete until we have a matching invoice
- The 10th is the final date to upload all data changes
- Address errors must be corrected
- QC errors must be corrected

If a corrected invoice is not uploaded by the 10th, payment may be delayed until the following month and the Distributor may have access to PPC site temporarily frozen. Future POS data may not be uploaded until previous submissions have been corrected.

Program Management and Contacts

David Castle, Program Specialist

Email: David.Castle@CLEARResult.com

Mobile: 405-761-4569

Lindsey Delk, Program Coordinator

Email: Lindsey.Delk@CLEARResult.com

Direct: 405-437-4298

Greg Wanless, Program Manager

Email: Greg.Wanless@CLEARResult.com

Direct: 405-446-8063

Appendix I

Sample Promotion Agreement

PROGRAM PROMOTION AGREEMENT

THIS PROGRAM PROMOTION AGREEMENT (this “Agreement”) is entered into by and between, [legal entity name], a [state of formation] corporation (“Distributor”), and CLEAResult Consulting Inc., a Texas corporation (“CLEAResult”). For purposes of this Agreement, Distributor and CLEAResult may be referred to collectively as the “Parties” or individually as a “Party.”

1. **Purpose.** This Agreement is intended to memorialize the terms and conditions under which the Parties will engage one another for the operation of OG&E’s (“Sponsor”) energy efficiency program (the “Program”) to promote the sale of approved LED bulb and fixtures set forth in a Schedule (defined below) (each, a “Product”) through Distributor.
2. **Term.** The Term of this Agreement is from January [day], [year], through January [day], [year], unless otherwise terminated as provided in this Agreement (the “Term”).
3. **Schedules.** The following schedules and each schedule issued subsequent to the execution of this Agreement (each, a “Schedule”) are incorporated into this Agreement by this reference:

Schedule A. Product, Location & Budget Schedule: [2019]

The Parties acknowledge that from time to time it may be necessary to revise the Schedule(s). CLEAResult may amend the Schedule(s) to modify products, pricing, incentive budget, marketing plans (if applicable), and store listing upon notice to Distributor. CLEAResult may also make changes to ensure compliance with Sponsor’s Program requirements by notifying Distributor in writing. The Parties may request amendments to the Schedule(s) by submitting a request in writing to CLEAResult. Such requests will be subject to the approval of the non-requesting Parties. Nothing in the Schedule(s) may conflict with or supersede the terms and conditions of this Agreement. Distributor must comply with any amended Schedule within thirty (30) days of the date of such Schedule. Any Product sold out of compliance with an amended Schedule after that date will be disqualified, and Manufacturer will not receive payment for sales of such Product or any associated fees.

4. **Distributor Obligations.**
 - a. Distributor agrees that all Products sold for consideration of the mark-down: (i) comply with the current ENERGY STAR lighting or DesignLights Consortium, as applicable; and (ii) are listed on the ENERGY STAR website (www.energystar.gov) or DesignLights Consortium website (www.designlights.org), as applicable. Distributor will confirm that each Product sold under this Agreement has the required ENERGY STAR or DesignLights Consortium label(s).
 - b. Distributor will prominently place point of purchase (“POP”) materials that include the Sponsor’s names and logos adjacent to the Products at all times during the Term. CLEAResult, Sponsor, and Distributor will work together as necessary to adjust POP materials in order to fit branding and content requirements for all Parties. Sponsor’s names and logos must be added to all materials and advertising approved for use

pursuant to this Agreement (except for pre-printed, stock product packages) and will only be used in a form and format as designated by Sponsor.

- c. Distributor agrees that Products must be sold only through Distributor's locations listed in the Schedule.
 - d. Distributor will submit to CLEAResult detailed sales data reports and reimbursement requests no later than the tenth (10th) of each month for the previous month's sales. Sales data reports must be generated by Distributor's computerized sales order and inventory management system and include an itemization of incentives, including Product model numbers and descriptions that match those listed in the Schedule, quantities of each Product sold. Sales data reports must be in electronic Microsoft Excel compatible and in accordance with CLEAResult's requirements. Invoices must include a copy of the accompanying sales data report as described in this Section. No other source of sales data report will be accepted. Each invoice submitted by the tenth (10th) of each month
 - e. Product Rebates will run for the Term or until the allocated Program funding has been exhausted. Sales data reports supporting invoice payment requests must clearly indicate the sales data report start and end dates, and these dates will correspond with, or fall within, the Term.
 - f. If Distributor fails to submit an accurate sales data report or invoice within the timeframes set forth in this Agreement, then CLEAResult or Sponsor may delay or deny payment for any sales data report or invoice received after the tenth (10th) of each month of the month following the sale of the Product(s). Schedules may change from time to time; therefore, Distributor is responsible for ensuring sales data reports are based on the most up-to-date Schedule.
 - g. CLEAResult reserves the right to request point of sale documentation Distributor at any time.
 - h. Sponsor reserves the right to, at any time, audit the Program's Product sales to determine the effectiveness of this Agreement as well as the effectiveness of Distributor's efforts pursuant to this Agreement.
 - i. The final date for submission of all sales data to verify Products sold through Sponsor's Program is October 31, 2019].
5. CLEAResult Obligations.
- a. CLEAResult will pay Distributor within forty-five (45) days from invoice approval date, provided the corresponding and accurate sales data report is attached to the invoice, Distributor is in compliance with all requirements contained in this Agreement.
 - b. CLEAResult will work with Sponsor and Distributor to create and ensure POP materials intended for placement in Distributor's stores are acceptable to Distributor with regard to design and placement. Sponsor, with input from all Parties, will design and produce POP materials. CLEAResult will deliver and merchandise POP materials to all participating Distributor locations.
 - c. CLEAResult will provide field representatives to support to Distributor, including sales training and assistance with placement of POP materials in Distributor's locations as listed in the Schedule..
6. Termination. Any Party may terminate this Agreement by providing thirty (30) days prior written notice to all Parties, except that CLEAResult may terminate upon fourteen (14) days' prior written notice to the Parties at the direction of Sponsor, unless Sponsor terminates its agreement with CLEAResult with less than fourteen (14) days' notice, in which case CLEAResult may terminate this Agreement immediately.
7. Indemnification. Each Party ("Indemnifying Party") will indemnify, hold harmless, and defend (collectively

“Indemnify”) Sponsor and all of the other Parties, and any of their officers, employees, agents, representatives, and affiliates (each an “Indemnified Party”) against any and all losses, liabilities, damages, claims, suits, proceedings, judgments, assessments, costs, and expenses (including interest and penalties), and including reasonable and documented attorney fees and expenses, incurred by an Indemnified Party as a result of a third-party claim or allegation to the extent resulting from: (a) negligent or wrongful acts or omissions in connection with this Agreement, including but not limited to the offer or sale of an infringing or defective Product, of the Indemnifying Party or of its officers, employees, agents, representatives, subcontractors, or affiliates; or (b) breach by the Indemnifying Party or of its officers, employees, agents, representatives, subcontractors, or affiliates of this Agreement. If a claim is asserted against an Indemnified Party for which it may be entitled to indemnification under this Agreement, the Indemnified Party shall notify the Indemnifying Party promptly of the claim and permit the Indemnifying Party to defend or settle the claim and to select counsel for such defense. The Indemnifying Party shall pay the costs of such defense and any judgment or settlement resulting therefrom, except that the Indemnifying Party shall have no liability for claims not timely turned over to it for defense, settled without its prior written consent, or to the extent claims result from an Indemnified Party’s negligence or misconduct. The Indemnified Party shall provide all reasonable assistance to the Indemnifying Party for the defense or settlement of all such claims. The Parties each acknowledge and agree that Sponsor is an intended third-party beneficiary of this Section.

8. Disclaimer. NONE OF THE PARTIES WILL BE LIABLE TO ANOTHER PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOSS OF ANTICIPATED REVENUE, PROFITS, OR GOODWILL, WHETHER ARISING IN NEGLIGENCE, BREACH OF CONTRACT, OR UNDER STATUTE OR RULE.
9. Intellectual Property. Distributor acknowledges and agrees that Sponsor is the lawful owner of all right, title, and interest in and to Sponsor’s respective names and logos, and that Distributor will not at any time dispute or contest, directly or indirectly, Sponsor’s exclusive right and title to, and validity of, its respective names and logos. Distributor agrees to take no action inconsistent with Sponsor’s ownership of its respective names and logos or that is likely to subject Sponsor to claims by third parties or potential loss of any rights in such names or logos, and agrees and acknowledges that its use of Sponsor’s names and logos inures to the benefit of Sponsor. Sponsor grants Distributor the right to use Sponsor’s names and logos in connection with the Program pursuant to the terms and conditions contained in this Agreement. The right to use such names and logos as set forth in this Agreement will be concurrent with the Term of this Agreement and any and all such rights will terminate upon the termination of this Agreement. Distributor acknowledges that maintaining a high standard of quality for the Program materials bearing the Sponsor’s names and logos and maintaining the goodwill associated with such names and logos are of substantial importance to Sponsor. Distributor therefore agrees that all materials to be used in connection with the Program during the Term will be submitted to CLEAResult which will submit them to Sponsor for its review and approval. The Parties each acknowledge and agree that Sponsor is an intended third-party beneficiary of this Section.
10. Confidential Information. The Parties will not use any Confidential Information (as defined below) for any purpose other than as needed to perform their respective obligations under this Agreement. Each Party agrees to hold all Confidential Information in strict confidence and not disclose any Confidential Information to any person other than to Sponsor or to that Party’s employees and independent contractors who: (i) have a “need to know;” (ii) have been advised of the confidential and proprietary nature of the Confidential Information; and (iii) have signed a written agreement that is as protective of the Confidential Information as that set forth in this Section. At any other time upon request from the Party disclosing the Confidential Information, the Party receiving the Confidential Information will return or destroy all Confidential Information in tangible form that is in their possession. The term “Confidential Information” means all sensitive Program information and all information and materials relating to a Party’s business that would reasonably be understood to be of a confidential nature, including but not limited to all of a Party’s non-public proprietary information, in whatever form or medium, disclosed to or received by the receiving Party, whether visually, by perception, orally, or in writing, whether disclosed before, during, or within three (3) months after the Term of this Agreement commences, and whether or not specifically marked or otherwise identified as “Confidential” or “Proprietary,”

including all summaries and notes prepared by or on behalf of the other Party, except that “Confidential Information” does not include any information that the receiving Party demonstrates: (w) was disclosed pursuant to a legally enforceable requirement, provided that the receiving Party discloses no more of the Confidential Information than is required by such requirement, notifies the disclosing Party of such obligation as soon as reasonably practicable, and cooperates with the disclosing Party in seeking any available protections for the Confidential Information; (x) has become generally available to the public without breach of this Agreement; (y) was later received from another person who did not violate any duty of confidentiality; or (z) that was developed without use of any Confidential Information by persons who were not exposed to the Confidential Information. The obligations of the Parties under this Section shall survive the expiration or termination of this Agreement for a period of three (3) years.

11. Miscellaneous.

- a. Attorney’s Fees. In the event an action is brought to enforce any provision of or declare a breach of this Agreement, the prevailing Party will be entitled to recover, in addition to any other amounts awarded, reasonable legal costs including attorney’s fees incurred.
- b. Notices. Except as otherwise provided in this Agreement, all notices or other communications under this Agreement must be in writing and delivered to the addresses, including e-mail addresses, as stated in the signature blocks. Such addresses may be changed by notice given by such Party to the other Parties pursuant to this Section or by other form of notice agreed to by the Parties.
- c. Assignment. No Party may assign, voluntarily, by operation of law, or otherwise, any rights or delegate any duties under this Agreement without the prior written consent of all other Parties to this Agreement, which shall not be unreasonably withheld, except that any Party may assign this Agreement or any of its rights hereunder, in whole or in part, without the other Party’s consent: (a) to any affiliate; or (b) with at least thirty (30) days’ prior written notice to the other Party, or to an acquirer or successor-in-interest to such Party or to a surviving entity in the case of a merger, acquisition, divestiture, consolidation, or corporate reorganization (whether or not such Party is the surviving entity). Any attempt to do so without such consent will be void.
- d. Entire Agreement; Counterparts. This Agreement contains the entire agreement of the Parties regarding the subject matter described in this Agreement, and all other promises, representations, understandings, arrangements, and prior agreements related to this Agreement are merged and superseded by this Agreement. The terms of this Agreement may not be amended, except by an agreement in writing signed by the Party against whom enforcement of any amendment is sought. This Agreement may be executed in two (2) or more counterparts, all of which will constitute but one and the same instrument.
- e. Governing Law; Jurisdiction and Venue. This Agreement will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the Oklahoma], without reference to its conflicts of law principles. The Parties irrevocably consent to the jurisdiction of the state and federal courts located in the Oklahoma] in connection with all actions arising out of or in connection with this Agreement.
- f. Severability; Waiver. Should any provision of this Agreement be held by a tribunal of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will remain in full force and effect. The failure of any Party to enforce strict performance by another Party of any term of this Agreement, or to exercise any right available to a Party under this Agreement, will not be construed as a waiver of such Party’s right to enforce strict performance in the same or any other instance.
- g. Force Majeure. Each Party shall be excused from performance under this Agreement and shall have no liability to the other Party for any period it is prevented from performing any of its obligations, in whole or in part, as a result of material delay caused by the other Party or by an act of God, war, terrorism, civil disturbance, court order, or natural disaster or other action beyond the reasonable control of a Party (each,

a “Force Majeure Event”). Sponsor’s failure to pay CLEAResult shall not be considered a Force Majeure Event.

- h. Independent Contractors. This Agreement shall not render the Parties or any employee of a Party as an employee, partner, or agent of or joint venture of any other Party for any purpose. The Parties are and will remain independent contractors in connection with the relationship created by this Agreement.

Distributor:	CLEAResult:
[legal entity name]	CLEAResult Consulting Inc.
By: _____	By: _____
Name: _____	Name: [insert name]
Title: _____	Title: [director level or above per CR signature authority policy]
Notice Address:	Notice Address:
[legal entity name]	CLEAResult Consulting Inc.
Attn: _____	Attn: Legal Department
_____	100 SW Main Street, Suite 1500
_____	Portland, OR 97204
	Email: legal@clearesult.com
	Phone: 503-248-4636
Email: _____	
Phone: _____	

SCHEDULE [A]

[DISTRIBUTOR NAME] 2018 Promotion Detail Worksheet

A. Current allocated funding for Agreement 2018-0493:

Table 1 Funding Cap	
Utility	ALLOCATED FUNDING / CAP
Oklahoma Gas & Electric Company	###,###.00

CLEAResult will not reimburse Distributor for invoiced amounts in excess of the funding cap identified in Table 1 without CLEAResult’s prior written approval.

Sales may include any mix of quantities of the eligible Products, as long as the total incentive amount does not exceed the total allocation. The total incentive amount paid to the Distributor will not exceed the total allocation identified in Table 1.

B. Participating Distributor Location(s):

Street Address	City	State	ZIP Code
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C. Program Measures

Measure Category	Lamp type	2019 rebates
LED A-Line	A15	\$2.00
	A17	\$2.00
	A19	\$2.00
	A21	\$4.00
	A23	\$4.00
LED Decorative	Candle	\$2.00
	Decorative	\$2.00
LED Globe	Globe	\$5.00
LED Reflector	MR16	\$5.00
	PAR16	\$5.00
	PAR20	\$5.00
	R/BR20	\$5.00
	R/BR30	\$4.00
	R/BR40	\$5.00
	PAR30	\$4.00
	PAR38	\$5.00
LED Linear Lamp	LED 8' tube	\$12.00
	LED T8 Replacement Lamp	\$4.00
	LED T5 Replacement Lamp	\$5.00
LED Lowbay/Highbay	LED (≥ 30 up to and including 60W)	\$65.00
	LED (> 60 up to and including 100W)	\$85.00
	LED (> 100 W or higher)	\$120.00
LED Pin-base	LED CFL Pin-Base Direct Replacement	\$4.00
LED Downlight/Trim Kit	LED Downlight/Trimkit	\$8.00
LED Wall Pack/Flood	LED (≥ 7 W up to and including 29W)	\$35.00
	LED (> 29 W up to and including 80W)	\$50.00
	LED (> 80 W) Exterior Wall Pack or Flood Fixture	\$100.00
LED Linear Fixture	2x2 LED Linear Fixture	\$20.00
	2x2 LED Linear Fixture w/Integrated Sensor	\$25.00
	2x4 LED Linear Fixture	\$25.00
	2x4 LED Linear Fixture w/Intergrated Sensor	\$35.00
Lighting Controls	Wall Sensor	\$20.00
	Ceiling Sensor	\$30.00

D. Additional OG&E specific terms and conditions:

IMPORTANT: For each Distributor customer invoice, Distributor understands that for rebates over \$2,500, they will be directed to use other OG&E sponsored programs to provide greater value to the customer. Distributor shall not provide greater than \$2,500.00 in total OG&E sponsored discounts per customer, per month, without first obtaining prior approval directly from CLEARResult. Approval of exceptions to the hard cap will be granted on a case by case basis.

Only two (2) exceptions to the \$2,500 cap may be allowed by each Distributor per month. Splitting jobs into multiple invoices is no longer allowed. If a Distributor goes over the \$2,500 cap to one customer without prior approval, whether a single invoice or multiple invoices per month, the amount over the cap will be deducted from your allocation and reallocated to other distributors in the program.

When asked to make an exception to the \$2,500 cap, CLEARResult reserves the right to contact the customer to determine if they would be better served by another OG&E rebate program. The OG&E Midstream Program is specifically designed for small projects and must be administered properly to achieve that goal. Going forward, POS reports will be audited for total rebates per customer per month, quarter, and year. For example, using multiple names for the same company at the same address to avoid an exception could result in probation/termination of your participation for the remainder of the year.

Appendix II

Sample ZIP Code Sheet

Oklahoma Gas & Electric C&I Midstream Eligible ZIP CODES 2019										PAGE 1					
1. VERIFY that End Use Customer is an OG&E Business Customer 2a. If End Use Customer Installation Location ZIP Code is on the GREEN ZIP Code list --> APPROVED for OG&E Incentive 2b. If End Use Customer Installation Location ZIP Code is ON THE YELLOW ZIP LIST --> VERIFICATION THROUGH PPC OR CLEARRESULT- REQUIRED 3. CAPTURE the End Use Customer Business Name and Installation Location Address & Installation Location ZIP Code for ALL OG&E Incentive Transactions 4. If purchaser is NOT End Use Customer (e.g., CONTRACTOR) also CAPTURE the Purchaser Name and Phone Number															
730	73008	Bethany	731	73128	Oklahoma City	732	73236	Fairmont	733	73303	Orlando	734	73458	Oakwood	
	73012	Edmond		73129	Oklahoma City		73237	Lahoma		73304	Paoli		73459	Selling	
	73019	University Of Ok		73130	Oklahoma City		73238	Waukomis		73305	Pauls Valley		73460	Taloga	
	73020	Choctaw		73131	Oklahoma City		73239	Davenport		73306	Perry		73461	Aline	
	73049	Jones		73132	Oklahoma City		73240			73307	Piedmont		73462	Alva	
	73069	Norman		73134	Oklahoma City		73241			73308	Purcell		73463	Ames	
	73071	Norman		73135	Oklahoma City		73242	73007		Arcadia	73309		Sulphur	73464	Bison
	73084	Spencer		73139	Oklahoma City		73243	73013		Edmond	73310		Washington	73465	Burlington
	73099	Yukon		73141	Oklahoma City		73244	73014		Calumet	73311		Wayne	73466	Canton
	731	73102		Oklahoma City	731		73142	Oklahoma City		730	73016		Cashion	735	73509
73103		Oklahoma City	73145	Oklahoma City		73025	Edmond	73510	Coleman		73559	Cherokee			
73104		Oklahoma City	73149	Oklahoma City		73026	Norman	73511	Elmore City		73560	Cleo Springs			
73105		Oklahoma City	73150	Oklahoma City		73027	Coyle	73512	Foster		73561	Covington			
73106		Oklahoma City	73151	Oklahoma City		73028	Crescent	73513	Kingston		73562	Dacoma			
73107		Oklahoma City	73159	Oklahoma City		73030	Davis	73514	Loco		73563	Douglas			
73108		Oklahoma City	73160	Oklahoma City		73034	Edmond	73515	Lone Grove		73564	Dover			
73109		Oklahoma City	73162	Oklahoma City		73036	El Reno	73516	Madill		73565	Drummond			
73110		Oklahoma City	73165	Oklahoma City		73040	Geary	73517	Mannsville		73566	Fairview			
73111		Oklahoma City	73169	Oklahoma City		73043	Greenfield	73518	Marietta		73567	Garber			
731	73112	Oklahoma City	731	73170	Oklahoma City	734	73044	Guthrie	735	73519	Mead	737	73568	Goltry	
	73114	Oklahoma City		73173	Oklahoma City		73045	Harrah		73520	Milburn		73569	Helena	
	73115	Oklahoma City		73179	Oklahoma City		73051	Lexington		73521	Overbrook		73570	Hennessey	
	73116	Oklahoma City		73401	Ardmore		73052	Lindsay		73522	Ringling		73571	Hitchcock	
	73117	Oklahoma City		73437	Graham		73054	Luther		73523	Springer		73572	Jet	
	73118	Oklahoma City		73438	Healdton		73056	Marshall		73524	Thackerville		73573	Kingfisher	
	73119	Oklahoma City		73444	Hennepin		73057	Maysville		73525	Tishomingo		73574	Kremlin	
	73120	Oklahoma City		73481	Ratliff City		73061	Morrison		73526	Wilson		73575	Longdale	
	73121	Oklahoma City		73701	Enid		73063	Mulhall		73527	Tussy		73576	Loyal	
	73122	Oklahoma City		73703	Enid		73064	Mustang		73528	Duncan		73577	Lucien	
73127	Oklahoma City	73705	Enid	73072	Norman	73529		73578	Manchester						

Oklahoma Gas & Electric C&I Midstream Eligible ZIP CODES 2019										PAGE 2				
1. VERIFY that End Use Customer is an OG&E Business Customer 2a. If End Use Customer Installation Location ZIP Code is on the GREEN ZIP Code list --> APPROVED for OG&E Incentive 2b. If End Use Customer Installation Location ZIP Code is ON THE YELLOW ZIP LIST --> VERIFICATION THROUGH PPC OR CLEARRESULT- REQUIRED 3. CAPTURE the End Use Customer Business Name and Installation Location Address & Installation Location ZIP Code for ALL OG&E Incentive Transactions 4. If purchaser is NOT End Use Customer (e.g., CONTRACTOR) also CAPTURE the Purchaser Name and Phone Number														
737	73759	Medford	740	74033	Glenpool	744	74435	Gore	747	74730	Calera	748	74869	Sparks
	73760	Meno		74037	Jenks		74436	Haskell		74731	Cartwright		74870	Stonewall
	73761	Nash		74038	Jennings		74445	Morris		74733	Colbert		74872	Stratford
	73762	Okarche		74039	Kellyville		74447	Okmulgee		74741	Hendrix		74873	Tecumseh
	73763	Okeene		74041	Kiefer		74450	Oktaha		74748	Kenefic		74875	Tryon
	73764	Omega		74044	Mannford		74451	Park Hill		74801	Shawnee		74878	Wanette
	73766	Pond Creek		74045	Maramec		74454	Porter		74804	Shawnee		74881	Wellston
	73768	Ringwood		74047	Mounds		74455	Porum		74820	Ada		74883	Wetumka
	73770	Southard		74058	Pawnee		74463	Taft		74824	Agra		74884	Wewoka
	73771	Wakita		74059	Perkins		74467	Wagoner		74825	Allen		74901	Arkoma
738	73772	Watonga	740	74062	Ripley	744	74469	Warner	748	74826	Asher	749	74902	Pocola
	73801	Woodward		74063	Sand Springs		74470	Webbers Falls		74831	Byars		74903	Bokoshe
	73832	Arnett		74066	Sapulpa		74572	Tupelo		74832	Carney		74932	Cameron
	73835	Camargo		74074	Stillwater					74834	Chandler		74936	Gans
	73838	Chester		74079	Stroud					74840	Earlsboro		74937	Heavener
	73840	Fargo		74081	Teriton		74601	Ponca City		74842	Fittstown		74940	Howe
	73841	Fort Supply		74085	Yale		74604	Ponca City		74848	Holdenville		74944	McCurtain
	73843	Gage		74107	Tulsa		74630	Billings		74849	Konawa		74948	Muldrow
	73853	Mutual		74131	Tulsa		74631	Blackwell		74851	McCloud		74953	Poteau
	73857	Sharon		74132	Tulsa		74636	Deer Creek		74852	Macomb		74954	Roland
740	73858	Shattuck	741	74401	Muskogee	746	74640	Hunter	748	74854	Maud	749	74956	Shady Point
	73859	Vici		74403	Muskogee		74643	Lamont		74855	Meeker		74959	Spiro
	73860	Waynoka		74421	Beggs		74644	Marland		74856	Mill Creek		74962	Vian
	74008	Bixby		74422	Boynnton		74646	Nardin		74857	Newalla		74966	Wister
	74010	Bristow		74423	Braggs		74651	Red Rock		74859	Okemah			
	74020	Cleveland		74425	Canadian		74653	Tonkawa		74860	Paden			
	74023	Cushing		74426	Checotah		74701	Durant		74864	Prague			
	74028	Depew		74428	Council Hill		74723	Bennington		74865	Roff			
	74030	Drumright		74432	Eufaula		74726	Bokchito		74867	Sasakwa			
	74032	Glencoe		74434	Fort Gibson		74729	Caddo		74868	Seminole			

Appendix III

Sample POS Report and Invoice

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	Product Manufacture	Product ID	Quantity	Rebate Amount	Purchaser	End User Phone	End User Email Address	End User Installation Name	End User Installation Address	End User Installation City	End User Installation Zip	Invoice/PO Number	Sales Date	Distributor ID	Confirmation Code
2															
3															
4															
5															
6															
7															
8															
9															
10															
11															
12															
13															

Distributor Name:
 City, State, ZIP:
 Phone Number:
 Contact Name:

Invoice Number:
 Date:
 MOU Number:

To:
 CLEAResult
 ATTN: OG&E Distributor Lighting Program
 210 Park Avenue, Suite 1000
 Oklahoma City, OK 73162
 ogemidstreamok@clearesult.com

Incentives Paid to Customers by OG&E Distributor [Date Range]

Total:

Make All Checks Payable To [Distributor]
 If you have any questions regarding this invoice,
 contact:

Appendix IV

Sample Measures & Incentives

Measure Category	Lamp type	2019 rebates
LED A-Line	A15	\$2.00
	A17	\$2.00
	A19	\$2.00
	A21	\$4.00
	A23	\$4.00
LED Decorative	Candle	\$2.00
	Decorative	\$2.00
LED Globe	Globe	\$5.00
LED Reflector	MR16	\$5.00
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	PAR20	\$5.00
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	PAR30	\$4.00
	PAR38	\$5.00
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	LED T8 Replacement Lamp	\$4.00
	LED T5 Replacement Lamp	\$5.00
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	LED (> 60 up to and including 100W)	\$85.00
	LED (> 100 W)	\$120.00
LED Pin-base	LED CFL Pin-Base Direct Replacement	\$4.00
LED Downlight/Trim Kit	LED Downlight/Trimkit	\$8.00
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	LED (> 29 W up to and including 80W)	\$50.00
	LED (> 80 W) Exterior Wall Pack or Flood Fixture	\$100.00
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	2x2 LED Linear Fixture w/Integrated Sensor	\$25.00
	2x4 LED Linear Fixture	\$25.00
	2x4 LED Linear Fixture w/Integrated Sensor	\$35.00
Lighting Controls	Wall Sensor	\$20.00
	Ceiling Sensor	\$30.00