

OG&E Schools and Government Efficiency (SAGE) Program Manual

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PROGRAM OVERVIEW

Program Description

The Schools and Government Efficiency (SAGE) Program is offered to governments, government-owned institutions and public/private education entities that are customers of Oklahoma Gas & Electric Co in the Arkansas service territory (OGEAR). Designed to help facility supervisors who want to operate facilities more efficiently, the SAGE Program outlines the technical and financial benefits of investing in energy efficiency and developing a plan to make energy efficiency improvements to your facilities. All customers enrolling in the Program, are referred to as a Program Participant (Participant), and receive technical and energy-related assistance to help make decisions about cost-effective investments in facility energy efficiency.

Under this Program, Participants are eligible for financial incentives connected to a variety of energy efficient measures. Additional benefits that may be available include, but are not limited to: energy benchmarking, energy master planning, technical assistance, and communications support. In general, the Program does not prescribe technologies or end-uses to Participants, but instead provides a framework through which they can receive incentives for implementing and installing a wide range of measures.

Program Objectives

The Program is designed to drive cost-effective energy efficiency in the marketplace while minimizing the impact of market barriers to implementation of energy efficiency. Some objectives are inherent to transforming the energy efficiency market, while others are benefits that are offered to facilities and facility management. The SAGE Program is designed to:

- Overcome barriers that hinder the implementation of energy efficiency projects.
- Provide energy efficiency information and enhance awareness of energy and non-energy benefits.
- Ease budget constraints that typically rule out energy efficient technologies and associated higher “first costs.”
- Improve understanding about potential payback for installed energy efficiency projects.
- Enhance awareness of and technical assistance for energy-efficient technologies.
- Help customers address energy efficiency at all major end-uses.
- Address needs to avoid any lost opportunities within a facility.
- Promote cost-effective energy efficiency projects that maximize the net benefit to both customers and OGEAR.
- Accumulate a list of qualified vendors and installers (Trade Allies) participating in the Program to facilitate access by Participants to such resources.
- Provide adequate evaluation, measurement and verification (EM&V) resources to support the implementation of energy efficiency projects.
- Transform the market through training, education and the implementation of the Program to make energy efficiency a primary consideration for customers.
- Identify and support the implementation of cost-effective and comprehensive energy savings projects for OGEAR customers to meet annual energy savings goals.
- Leverage cash incentives to assist you in implementing cost-effective projects under the Program.
- Develop a strategic plan for the implementation of multiple phased projects.

PROGRAM MANAGEMENT & CONTACT

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PROGRAM ROLES & RESPONSIBILITIES

Program Sponsor: OG&E Arkansas

Website: www.OG&E.com

- Provides all funding for the energy efficiency Program and the Program incentives.
- Manages the energy efficiency Programs and oversees implementation.

Program Implementer: CLEAResult, Inc.

- Performs outreach and education about energy efficiency Programs.
- Provides energy efficiency assistance to Program Participants (at no cost).
 - For example: benchmarking and energy master planning services.
- Assists Program Participants and Trade Allies with Program documentation.
- Performs all required on-site inspections and documentation.
- Provides calculations on energy savings potential for identified projects.
- Assists in evaluation of financial metrics for energy efficiency projects (payback, ROI, etc.).
- Processes and delivers incentive checks for successful projects.

Program Participant: OG&E Customer

To participate in the Program, Participants must:

- Execute the *Participation Agreement*.
- Contact the Program Implementer to schedule a facility assessment or engage in benchmarking and energy master planning services.
- Submit a *Project Application* to reserve incentives for qualifying energy efficiency projects.
- Exert best efforts to approve, fund, install and report projects before the end of Program year.
- Contact the Program Implementer when projects are completed and allow staff to perform a post-inspection.
- Provide access to Program Implementer staff (as well as QAQC Evaluator staff) to facilities both before and after project completion for inspection of the baseline and post-retrofit condition as required.

Program Evaluator: ADM & Associates, Inc.

- Provides oversight of Program implementation to verify that savings claimed in the Program are 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 Arkansas TRM updates.
- Surveys Program Participants to determine if Program implementation is meeting their needs and expectations.
- Surveys OGEAR customers to determine if Program outreach is adequately informing the market of energy efficiency Program opportunities.

Trade Ally:

To participate in the Program as a Trade Ally, the Trade Ally must:

- Execute the *Trade Ally Agreement*.
- Complete required training and adhere to Program guidelines set out in this Program Manual.
- Provide verification of adequate insurance coverage.
- Work with Program implementation staff to take advantage of Program marketing materials and technical assistance.
- When developing a possible energy efficiency project, work with Program implementation staff to verify customer eligibility and assist in the development of project scope for the identified energy efficiency measures for which the Trade Ally may be responsible.
- Share with Program staff adequate project information on proposed projects to allow the calculation of energy savings and incentives for the Program Participant.
- Review the pre-inspection data and confirm that Program Implementer has included the proposed project scope correctly in that communication.
- Install eligible energy efficiency measures and submit appropriate documentation as requested by Program Implementer.
- Perform all work to the required standards of the Program.

PROGRAM ELIGIBILITY

Participant Eligibility

Any local public or private entity customer (Example: K - 12 schools, higher education and municipalities) that receives retail electric service from OGEAR may be eligible for the SAGE Program. Organizations with multiple locations are considered a single customer, regardless of how many OGEAR account numbers they may have. However, projects will be separated by utility account number for reporting purposes to OGEAR.

Trade Ally Participation and Eligibility

Trade Allies are members of various trades that meet all Program qualifications and standards (listed below). Trade Allies are eligible to participate in the Program and will have their company name on a list of eligible Trade Allies that may be given to you. Trade Allies may continue to participate in the Program if they remain in compliance with all Program requirements.

To participate, Trade Allies must sign a *Trade Ally Agreement* and receive training as required by Program guidelines. Additional training may be provided to ensure the proficiency of the Trade Ally. The level of Trade Ally participation (Example: number and type of completed projects in which the Trade Ally has been involved) will be included on the Trade Ally list for you to consider in selecting appropriate Trade Ally for your projects. Details on the training, tools and performance are listed below:

Technical Requirements for the Trade Ally:

- Understanding of basic building science principles.
- Experience in installing measures they offer the Participant.
- Completion of Program required best practices training.

Business Requirements for the Trade Ally:

- Demonstrate the capability to conduct business successfully by providing one of the following:
 - Satisfactory Dun and Bradstreet Rating.
 - Specific evidence of business capacity including at least two of the following, when requested:
 - Satisfactory banking references.
 - Three satisfactory professional/trade references, such as suppliers of materials, tools, credit.
 - Confirmation that the principals in the business have a satisfactory individual credit score with no outstanding liens or judgments.

Tools Required for Trade Ally:

- Own, use and maintain all tools used so that all materials may be installed to manufacturer specifications.

Quality Performance Requirements for Trade Ally:

The Trade Ally, upon request from the Program Implementer and at no additional cost to you, shall make reasonable repairs or corrections to work that the Trade Ally has performed to bring such work up to Program standards. Repairs or corrections are to be completed within the timeframe specified by the Program Implementer. The Trade Ally also agrees to take steps to ensure that future work will comply with the Program standards.

Trade Ally Documentation Confidentiality

Trade Allies should note that the Program is in place to drive energy efficiency in the OGEAR service territory. Any Program documentation collected for a proposed project within the OGEAR programs will be secured and will not be shared with anyone except the Participant for whom it was developed. All information submitted is considered the property of the Program Participant. The information may be shared with that customer upon request unless that documentation is clearly labeled as CONFIDENTIAL on each page of the documentation. All information labeled as CONFIDENTIAL will be verified with the provider prior to sharing with the Program Participant.

PROGRAM INCENTIVES AND MEASURES

Incentives by Measure

A measure, for the purposes of calculating incentives, is a single proposed energy efficiency improvement at either a single facility or multiple facilities. A project is a planned set of measures for a single Participant (at either a single facility or multiple facilities) as listed on the *Project Application*. Both new construction and retrofit projects are eligible for incentives under this Program.

All measures within a project must be confirmed at pre-installation inspection and must meet the following requirements:

- Results in a measurable and verifiable reduction in energy usage (kWh).
- Produces energy savings through an increase in energy efficiency.
- Is cost effective as defined by the Program Utility and the Program Implementer.
- New equipment exceeds minimum equipment efficiency standards.
- Does not develop savings derived from fuel switching.

The incentive rates for the Program have been designed to encourage Participants to implement comprehensive energy efficiency upgrades. There are multiple incentive rates available depending on the type of measure to be installed. Below is a quick and easy reference guide for incentive rates and associated measures:

Deemed Savings Measures	Performance Based (\$/kWh)	Total Project Cost Cap*
PC Power Management	\$0.10	Up to 90%
**Direct Install Measures	Full costs are covered by Program	Up to 100%
All other measures	\$0.12	Up to 90%

*If energy savings allow, incentives may be capped by the total project cost.

**Direct Install measures may include, but not be limited to: low-flow aerators (when supplied by electric water heaters only), low-flow pre-rinse spray valves (when supplied by electric water heaters only), low-flow showerheads (when supplied by electric water heaters only), weather stripping and door sweeps.

Measure Descriptions

Measure Type	Measure Description
Lighting Retrofit	Lighting retrofit projects replace existing lighting systems with more efficient lighting systems. A variety of high efficiency fixtures, ballasts and lamps produce equivalent light levels as previous technologies while consuming less energy.
	For instance: T8 fluorescent lamps and electronic ballasts may be replaced with more efficient lighting systems such as LEDs.
	A variety of lamp and ballast combinations exist may be eligible for this Program depending on the technology installed at a facility.
Lighting Controls	Automatic lighting controls save energy by turning off or dimming lights at times when they are not in active use. Many varieties of sensors are available including passive infrared (PIR), dual-technology, integral occupancy sensors, photocells, which can be coupled with a variety of control strategies including day lighting controls and occupancy controls timer controls.
	For certain conditions, light reduction and automatic controls are mandatory for new construction and retrofit projects.
Exterior Lighting	Energy saving opportunities applies to both improved lighting performance and enhanced control strategies. For example: retrofitting less efficient HID technologies with LED lighting and occupancy-based technology are good candidates for exterior applications.
HVAC Replacement	Eligible units for replacement include small split systems and single package air conditioners and heat pumps.

Chiller Replacement	Chillers are commonly used to provide cooling for a variety of building types and process loads. The most common applications are for larger cooling loads (Example: 50 to 100 tons and greater).
	This measure applies to the replacement of air-cooled and water-cooled chillers with more energy efficient chillers.
HVAC Controls	HVAC controls are eligible in OGEAR programs when no other controls previously exist or where existing controls can be modified or improved to provide measurable energy savings. Controls can be installed on building HVAC systems or central plant equipment to help control common operating parameters such as: temperature, humidity, chilled water temperature, etc. for more effective use of the HVAC system.
VFD Motor Drives	A Variable Frequency Drive (VFD) controls the rotational speed of an electric motor by controlling the frequency of the electrical power supplied to the motor. VFD's allow for soft starts and can be optimized to better match system loads, reducing stress and improving the motor life. VFDs work well when used with systems that have motors that can operate at lower speeds. The installation of VFD's that show measurable energy savings are eligible under the Program
Improved Building Design (New Construction Only)	Incentives are provided for facility systems and components built above and beyond required energy codes. These measures will be incentivized as a part of the individual measure type (lighting, HVAC, etc.) as listed below for the purposes of qualifying for tiered incentives and are not separate measures from retrofits of similar technology.
	Example: if a Participant is installing a lighting retrofit at one facility and is building a new facility with a qualifying lighting project, all of the lighting measures are considered one lighting measure for the purposes of calculating tiered incentives.
Refrigeration	Several refrigeration measures may be eligible for upgrades or replacement in OGEAR SAGE include, but are not limited to:
	<ul style="list-style-type: none"> • Evaporator fan upgrade to EC Motor.
	<ul style="list-style-type: none"> • Evaporator fan controls.
	<ul style="list-style-type: none"> • Anti-sweat heater controls.
	<ul style="list-style-type: none"> • Refrigerated door gaskets and strip curtains. • Night covers.
Direct Install	Several measures may be eligible for upgrades or replacement at no cost including, but not limited to:
	<ul style="list-style-type: none"> • Low flow pre-rinse spray valves.
	<ul style="list-style-type: none"> • Low flow faucet aerators.
	<ul style="list-style-type: none"> • Low flow shower heads.
	<ul style="list-style-type: none"> • Door Sweeps. • Weather Stripping
Personal Computer Power Management (PCPM)	PCMP utilizes computer software to turn off the power or switch of the computer and monitors systems to a low-power state when inactive. This method of energy efficiency is highly attractive to both cities and schools where a significant number of computers exist.

Incentive Basis

Financial incentives received by a Participant through the Program will be based on a project's total annual kWh reduction as determined pursuant to this Program Manual or custom calculation, when applicable. Savings are calculated using one of several savings approaches. Participants must select a Trade Ally or other service provider to install the measure(s) within the project. The Program Implementer will select and implement an appropriate savings measurement and verification plan (including installing field monitoring equipment when applicable).

Participants may submit suggested measures, along with a suggested Evaluation, Measurement & Verification (EM&V) approach to the Program Implementer. Any suggested approach must include adequate calculations or monitoring to justify savings as determined by the Program Implementer in order for the measures to be considered for incentives under the Program.

- **Deemed or Stipulated Savings:** deemed savings are standardized savings values or formulas for a range 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 EM&V. Variables such as operating hours and energy consumption of existing equipment are assumed in these cases according to previously gathered field data or acceptable values may be governed by the Arkansas Technical Resource Manual (TRM) as approved by the Arkansas Public Service Commission (APSC). For example, lighting installed by the Program qualifies for a deemed savings approach, meaning that estimated energy consumption savings are determined without additional testing. Engineered savings calculations may be acceptable on a case-by-case basis subject to Program approval.
- **EM&V Option A (“Retrofit Isolation: Key Parameter Measurement”):** the primary aspect that affects energy use is measured, usually with data logging equipment. Example: pump VFD installation.
- **EM&V Option B (“Retrofit Isolation: All Parameter Measurement”):** all aspects that affect energy use are measured. Typically, the actual energy use of the system is logged. All parameters that affect energy use, such as temperature of an HVAC system or occupancy, must be measured. For example, a project where installed equipment will have substantial interactive effects may require the use of this EM&V option.
- **EM&V Option C (“Whole Facility: Bill Analysis”):** when savings are expected to be more than 10 percent of the whole building's energy use, Option C may be used. This option involves collecting at least a year's worth of utility bills or sub-meter data for a facility. Example: Retro-commissioning of a facility, involving numerous operational and control changes that have complex interactions.
- **EM&V Option D (“Whole Facility: Calibrated Simulation”):** Option D is typically utilized for new construction buildings or major retrofits. Instead of measuring energy use, the facility is modeled with building modeling software like eQUEST. Example: new construction project involving numerous efficiency improvements that have complex interactions.

The methodologies for savings measurement and verification described above differ in terms of detail and rigor. Some are utilized based upon the predictability of equipment operation, availability of evaluation data from previous Programs and benefits of the chosen measurement and verification approach relative to its cost. Ultimately, the Program Implementer has the discretion to choose or confirm the EM&V option that shall be utilized for your project(s).

NON-CASH BENEFITS OF THE PROGRAM

Several non-cash benefits may be available including, but not limited to:

During the energy assessment, the participating Trade Ally or Program Implementer will identify opportunities to install energy saving devices. These devices may provide customers with instant energy savings and are installed with Participant permission at no cost. Some measures are only available for installation at sites where Participants have electric water heaters installed. These direct install measures may include low-flow pre-rinse spray valves, low-flow faucet aerators, low-flow showerheads, weather stripping and door sweeps.

Energy Performance Benchmarking – The Program Implementer benchmarks your current energy using a proprietary database and the U.S. EPA’s ENERGY STAR® Portfolio Manager® tool. This tool provides a rating for the performance of buildings on a scale of 1 to 100 relative to similar buildings. Other benchmarking metrics include cost per occupant, cost per square foot, etc.

Energy Master Planning – The Program Implementer may provide each Participant with training and guidance for developing your own Energy Master Plan (EMP). EMPs are designed to overcome entrenched institutional problems by preempting them before they occur and replacing them with better procedures that help eliminate practices that may be viewed as counterproductive to energy efficiency (such as installing low first-cost systems).

Technical Support – the Program Implementer may provide technical support to help you assess and evaluate various energy efficiency upgrades to determine which projects are estimated to be optimal in terms of life-cycle costs. Once you identify potential projects, you complete and submit a *Project Application* to indicate your intention to complete a project and reserve an incentive. The Program Implementer will provide the application and any assistance you may request in completing the form.

Education – if Participants choose to fund their upgrades with traditional funding sources, the SAGE Program may offer resources that serve to better educate senior decision makers on how to leverage outside sources of funds through performance contracts, lease-purchase agreements and third-party financing.

Recognition – The SAGE Program, specifically the Program Implementer, may provide news releases and other communications support to you, which are designed to inform the public about the steps you are taking to improve the energy performance of your facilities, reduce your operating costs and to use your budget dollars more efficiently.

PARTICIPATION PROCESS

The Program is designed to encourage Trade Allies to recruit Participants from OGEAR key accounts, past Program Participants and Trade Ally references. The Program Implementer will provide a *Participation Agreement* for the Participant to enroll in the Program. The Participant must sign the *Participation Agreement* and be verified as an OGEAR customer to be enrolled in the Program. The Program Implementer will then schedule pre-installation inspection on each project, as necessary, and appropriate evaluation, measurement and verification efforts will occur to quantify the savings of projects where EM&V is required. Once the Participant has selected the project(s) to implement and

funding has been secured, the Program Implementer will help you to fill out the technical sections of the *Project Application* to reserve incentive funding.

After completing the project, the Program Implementer will schedule necessary post-installation inspections and request incentive payment for the Participant.

Program metrics are subject to annual review based on regulatory requirements, independent evaluation and verification and other circumstances outside the control of the Program. The Program Implementer and OGEAR reporting requirements and other documentation may change based upon this review.

After completing the project and receiving incentives, you may be contacted by an independent evaluator to verify information gathered by the Program or to review on-site equipment installation. You may be contacted by this independent third-party evaluator for the purposes of project verification and evaluation. Depending on when your project(s) was completed during the calendar year, this third-party evaluation may occur in the following calendar year.

Project Application Process

For purposes of this Program, a project is defined by a set of proposed energy savings measures included in a single *Project Application*. Comprehensive projects that include a range of measure types are encouraged. You must execute a *Participant Agreement* to initiate the process. The Program Implementer will review the *Project Application*, validate the data submitted and approve or reject the submittal. Approved *Project Applications* will receive incentive funding reservation on a first-come, first-served basis. It is imperative that *Project Applications* are received as early in the calendar year as possible to ensure the best opportunity to receive Program funding. Rejected *Project Applications* will be referred to the Participant for corrections or revision.

Projects must pass a cost-effectiveness test in order to be eligible for incentives. To evaluate this, all project costs must be submitted to the Program Implementer before incentive funding can be reserved. This includes the cost of the equipment and its installation.

Incentive Reservation/Application Process

1. Upon receipt of a signed and dated *Project Application*, the Program Implementer will review it for completeness, accuracy and eligibility.
2. If the project is approved, the Program Implementer will notify the Participant that incentive funding has been reserved for the project(s).
3. If the project is rejected, the Program implementer will contact the Participant and request corrected data or provide a reason for rejection.
4. The Program Implementer will schedule a pre-installation inspection of your facilities for approved projects to validate information submitted in the *Project Application*.
5. The anticipated project completion date must be communicated to the Program Implementer. This will aid in planning for final project verification and post-installation inspection prior to receiving the incentive payment. The completion date of a project should not extend beyond December 1st of the current Program year unless otherwise approved in writing by the Program Implementer.

6. If oversubscription to the Program should arise, unpaid Participant projects that have been completed and closed by the Program Implementer will be placed on a waiting list for incentive payment the following Program year.

Participants projects on the waiting list may receive incentive funding within the current Program year if other projects for which funding was reserved becomes available. The project must be completed in the year in which the funds are reserved.

Incentive Payment Process

Deemed savings projects: Participants may receive an incentive payment up to 100 percent of the final calculated incentive amount set forth in the approved *Project Application* after the project(s) are installed, documented and verified. Participants are encouraged to contact the Program Implementer prior to installation of additional measures not identified in pre-installation inspections to determine whether additional funds may be available. Incentive funds more than the estimated amount may be paid based on final calculated savings only if the Program is not fully subscribed at the time of project completion.

EM&V projects: Participants may receive 40 percent of the total estimated incentive amount set forth in the approved *Project Application* after the project(s) are installed, documented, and verified. The remaining incentive may be calculated based on the final EM&V report and may be paid once the EM&V results are reported. Additional measures installed that were not identified in the *Project Application* and confirmed by the pre-installation inspection may be eligible for additional incentive funds when incentive funds are available. Participants are encouraged to contact the Program Implementer prior to installation of additional measures to determine whether additional funds may be available. Incentive funds more than the estimated amount may be paid based on final calculated savings and only if the Program is not fully subscribed at the time of project completion.

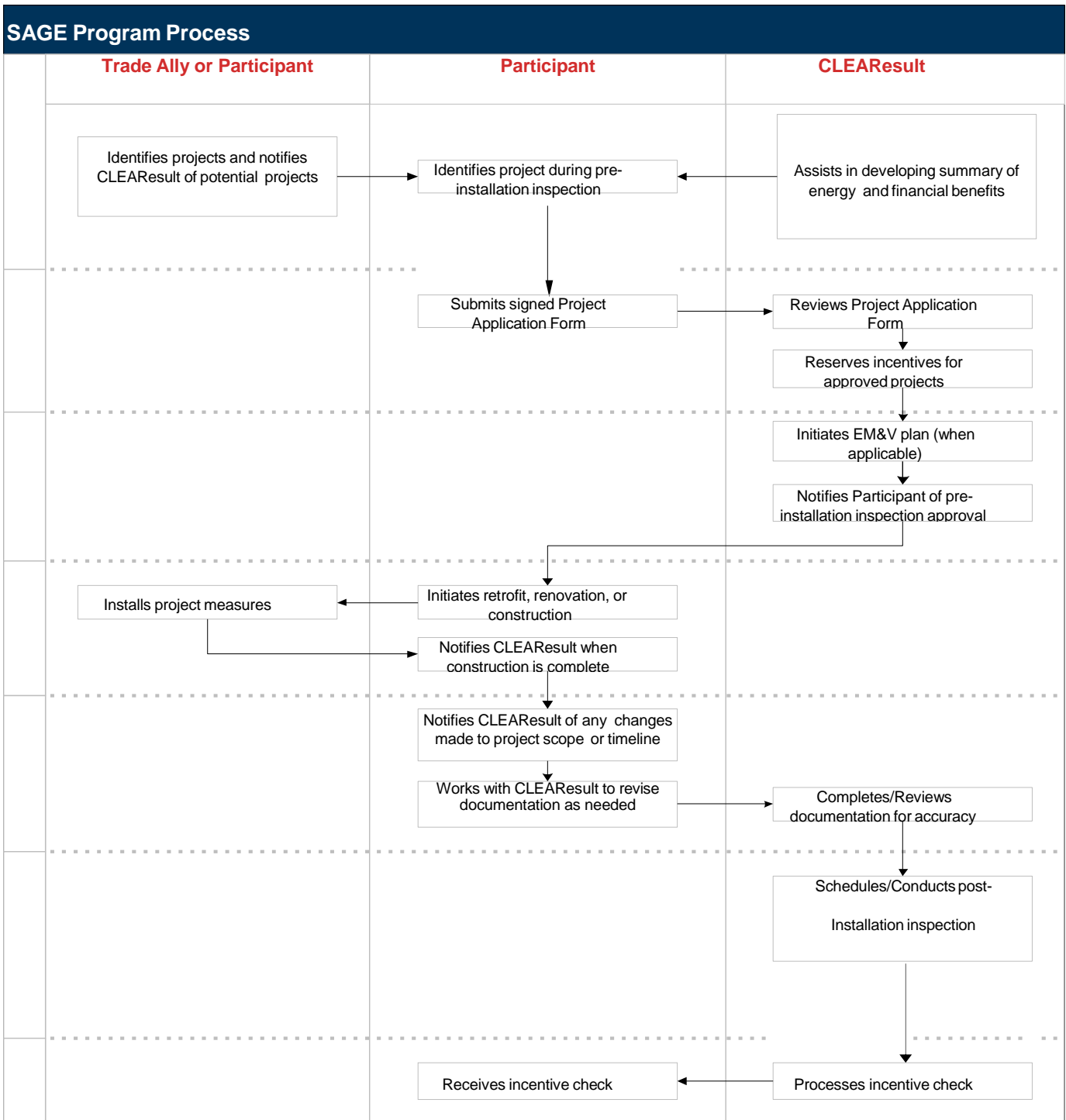
Limits on Participation

To ensure incentives are available for multiple projects, Participants may not receive more than 50 percent of the OGEAR CEEP Program budget in any program year.

If incentive funds are still available after June 1st of the current Program year, the Program Implementer may waive the 50 percent cap to ensure the Program is fully subscribed.

See the figure below for more details on the Program process, which does not include the third-party Evaluation Measurement & Verification discussed herein. The Program process flow chart below illustrates contact points and responsibilities of each party involved in the process.

Program Process



QUALITY MANAGEMENT PROCESS (QAQC)

Quality Assurance (QA)

Program Process Trainings (QA)	Trade Allies that choose to participate in the Program will attend training that explains the Program process and technical aspects of participation. Where the installing contractor has chosen not to participate as a Trade Ally in the Program, the Program Implementer will work with Participant to ensure that all steps are taken to receive an incentive.
Application Review (QA)	Incomplete <i>Project Applications</i> may be rejected and sent back to the Participant for correction. A project may not receive a reservation of incentive funding until the <i>Project Application</i> is completed appropriately and approved by the Program Implementer.

Quality Control (QC)

Post-Installation Inspections (QC)	Completed projects will be subject to a pre and post-installation inspection. If the project fails pre-inspection, additional inspections may be conducted to determine whether there is reasonable assurance that the project has been documented and that the actual savings can be verified. Adjustments to the <i>Project Application</i> may be required. Depending on the discrepancies found, the incentive amount may increase or decrease.
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ADDITIONAL NOTICES AND DISCLAIMERS

OGEAR or CLEAResult

The selection of a Trade Ally to perform work is the sole decision of the property owner, customer or authorized lessee/occupant. Although a list of approved Trade Allies may be available in connection with the Program, inclusion of a contractor in the participating Trade Ally list for the Program does not constitute an endorsement by OG&E or CLEAResult of any product, individual or company. Work performed by participating Trade Allies is not guaranteed or subject to any representation or warranty either expressed or implied or otherwise by either OG&E or CLEAResult. Neither OG&E nor CLEAResult 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 or work(s) performed by any participating Trade Ally by any such participating Trade Ally's employees, subcontractors or suppliers.

Energy efficiency gains are subject to several variable conditions and circumstances. While it is the intent of the Program to achieve energy efficiencies at your facilities neither OG&E nor CLEAResult guarantees or warrants that any specific energy efficiency gains will be achieved for a customer under the Program.

Participating Trade Allies

Each Participating Trade Ally shall, to the fullest extent allowed by applicable law, indemnify, protect and hold harmless CLEAResult, OG&E, their affiliates, their contractors and each of their officers, directors, control persons, employees, agents and representatives (all of the foregoing being herein referred to, individually and collectively, as the "Indemnities") from and against any and all losses, damages, claims, liabilities, costs and expenses (including attorney's fees) that may be imposed on, incurred by, or asserted against the Indemnities or any of them by any party or parties (including, without limitation, a governmental entity), caused by, arising from, relating to or in connection with, in whole or in part, directly or indirectly: (a) such participating Trade Ally's breach of any provision of its *Trade Ally Agreement* (b) such participating Trade Ally's act or omission that results directly or indirectly in any property damage, personal injury or death in connection with the performance of any work by such participating Trade Ally, (c) any violation of law by such participating Trade Ally or (d) the treatment, storage, disposal, handling, transportation, release, spillage or leakage by such participating Trade Ally of any hazardous substance in any form. **THIS INDEMNITY SHALL APPLY EVEN IN THE EVENT OF THE CONCURRENT NEGLIGENCE, ACTIVE OR PASSIVE, OF ANY OR ALL INDEMNITEES.** Indemnities, respectively, at their option exercisable by written notice to such participating Trade Ally, may require such participating Trade Ally to defend any or all suits or claims concerning the foregoing.

DEFINITIONS

Custom Measure: an energy efficiency measure that does not have a prescriptive calculation methodology. This type of measure requires measurement and verification to accurately quantify demand and energy savings.

EE: Energy Efficiency

Energy Master Planning: the process of reviewing Energy Performance Benchmarking reports and establishing a strategic approach to the effective use of energy, which may include the implementation of energy efficiency measures.

Energy Performance Benchmarking: a comprehensive analysis of facility energy use, which provides a rating for the performance of buildings (typically on a scale of 1 to 100) relative to a peer group of facilities using regional data. This evaluation may be used to identify energy efficiency measures or can be used as a tool for Energy Master Planning.

Facility Assessment: a preliminary facility walkthrough performed by the Program Implementer or a Trade Ally to determine energy savings opportunities. An assessment does not necessarily provide adequate inspection documentation and additional on-site verification may be required for identified energy efficiency projects.

Incentive: a one-time payment to the Participant (or a designated assignee) for energy efficiency projects completed through the Program.

Incentive Rate: a defined value of incentive dollars on a per unit basis to calculate total incentive.

kW: the abbreviation for kilowatt (equal to 1,000 watts), which is the unit of measurement for electrical demand or power.

kWh: the abbreviation for kilowatt-hour, which is the unit of measurement for electrical energy use. One kWh is the amount of energy consumed using one kW for one hour.

Measure: a single proposed energy efficiency improvement at either a single facility or multiple facilities.

Evaluation, Measurement and Verification (EM&V): the process of observation and measurement that establishes the energy use of a proposed energy efficiency measure for both pre-retrofit and post-retrofit conditions that allows the calculation of energy savings. This process may also require gathering data on correlating factors for a specific system or facility such as: production, occupancy, operating hours or similar metrics.

Participant: any local public or private entity customer (Example: K - 12 schools, higher education and municipalities) that receives retail electric service from OG&E within the Arkansas service territory.

Participation Agreement: a document that enrolls a Participant the Program

Pre-Installation Inspection: a facility walk-through inspection performed by the Program Implementer prior to installation of energy efficiency projects to verify and document proposed or identified energy efficiency upgrades within a Participant's facility.

Prescriptive Measure: an energy efficiency measure that has a prescriptive calculation methodology, given in the Arkansas TRM. This type of measure does not require measurement and verification.

Post-Installation Inspection: A facility walk-through inspection performed by the Program Implementer or Program Evaluators after implementation of energy efficiency projects to verify and document proposed or identified energy efficiency upgrades within a Participant's facility.

Program Evaluator: an independent party that reviews the documentation and calculations completed by the Program Implementer and provides technical guidance on the Program.

Program Implementer: technical and administrative consultants hired by the Program Sponsor to operate the energy efficiency program.

Program Sponsor: the electric utility funding and operating the SAGE Program.

Project: a planned set of energy efficiency measures for a single Participant (at either a single facility or multiple facilities) as proposed by the Program Implementer or a Trade Ally.

Project Application: a document provided by the Program Implementer and executed by the Participant that outlines proposed energy efficiency measures, estimated savings and project incentive. Acknowledged receipt by the Program Implementer will reserve an incentive for the Participant.

Tier: a unique measure (or combination of measures) that when evaluated for an energy efficiency project may provide enhanced incentive rates for comprehensive projects.

Trade Ally: a contractor, supplier or other industry professional seeking to adapt their business model to utilize energy efficiency programs to promote energy efficiency projects.

TRM: Technical Reference Manual

FREQUENTLY ASKED QUESTIONS (FAQs)

What is the SAGE Program?

The SAGE Program is designed for local public entities that receive retail electric service in the OG&E Arkansas service territory. The Program helps senior managers and facility managers to make decisions to operate buildings more efficiently. Understanding the technical and financial benefits of investing in energy efficiency helps you develop a plan to make energy efficiency improvements.

Who is eligible for the SAGE Program?

Any local public entity customer receiving retail electric service from OG&E in the Arkansas service territory may be eligible. A customer is defined by a single Tax ID number. Multiple locations of an organization are considered a single customer, regardless of how many OGEAR account numbers they may have. In general, cities having more facility square footage and higher energy usage receive greater Program benefits.

How does a customer enroll to participate in the Program?

To join SAGE, the participating local public entity signs a *Participation Agreement* with OGEAR. The *Participation Agreement* describes Program commitments, which includes agreement to the conditions and processes set forth in the Program Manual. The Program Implementer will contact Participants who submit the *Participation Agreement* and provide details on Program participation, benefits and requirements.

What are the next steps after I've enrolled in the Program?

After the SAGE Participant has joined the Program by submitting a properly executed *Participation Agreement*, you can complete energy benchmarking, master planning (if applicable) and identify energy efficiency upgrade projects you wish to undertake.

Who decides what energy efficiency technologies to install or who is to install them?

The Participant is the sole determinant of which energy efficiency measures recommended are implemented. The Program does not provide installation of energy efficiency measures and is neutral on whether the work is performed in-house or by a Trade Ally.

What is energy benchmarking?

Benchmarking the energy performance of the Participant buildings or facilities is completed with the use of US EPA's Portfolio Manager Tool. Information is entered with the estimated energy use of the facility, where the facilities are located geographically, number of occupants typically in the building and information about certain types of equipment. Once this information is collected and submitted to the tool, the output is a numerical score from 1 to 100. Higher benchmark scores result in better energy performance; conversely, lower scores result in poorer energy performance. After the scores are estimated, Participants in the Program can work with the Program Implementer to determine the energy efficiency opportunities in their facilities and to prioritize their efforts.

What is the Energy Master Plan?

The Energy Master Plan is a document developed by focusing on short-term and long-term strategies to manage and reduce energy usage. The document is developed after a workshop in which best practices in the industry are reviewed.

How are energy efficiency opportunities determined?

The Program helps identify energy efficiency opportunities within a Participant's facilities. Once the opportunities are identified, the Program works to find resources to assist you.

How much time should I expect to invest in the Program?

The amount of time Participants are engaged in the Program is directly related to the benefit Participants realize. An estimated 30 - 50 hours on average is spent by Participants over the course of a year.

What are the incentives?

Non-cash benefits, such as energy measure identification, benchmarking, calculations support and assistance, public relations, and EM&V of completed projects are available to you. Cash incentives for eligible energy efficiency measures are based on (kWh) energy reductions and are listed in this document.

Appendix A: Participation Agreement

OG&E ARKANSAS ACCEPTANCE OF AGREEMENT

OG&E Arkansas (OG&E AR) has contracted with CLEARresult to sponsor, promote and administer the Large Commercial & Industrial, Schools and Government, and Small Business Programs.

_____, (herein referred to as "Participant") recognizes that it is a willing participant of these Programs, which are designed to help lower OG&E AR utility bills and free up operating dollars.

This Participant Agreement reflects the voluntary collaboration between your organization and the OG&E AR - sponsored Programs mentioned above. The terms below detail the general commitments of the Participant in order to improve the energy efficiency of their facilities. Please note that specific terms and conditions of each Program is more fully described in the applicable Program Manual. The applicable Program Manual will be available for the Participant once the Program Administrator has selected the appropriate Program options for a specific Participant.

The Program Administrator agrees to provide services to the Participant with the understanding that the Participant will exert its best efforts to implement cost-effective energy efficiency recommendations. Projects submitted to the program must be completed and submitted to CLEARresult by no later than December 10th of the appropriate program year to receive incentive funds and allow time for post-installation inspections.

To participate in this Program, you will need to understand and agree to these terms:

1. Participant acknowledges that the appropriate Program Manual may be made available and that they will abide by the terms and processes set forth in this document.
2. Participant will identify a contact person to work with the Program throughout the term of this Agreement. They will work with the Program to identify, assess and implement cost-effective energy efficiency measures.
3. The Program will reserve incentive funds for eligible energy-saving projects and will pay the Participant monetary incentives based on projects completed within each Program year.
4. Participant will make its best effort to complete and submit relevant Project Application forms, including necessary supporting documentation for each project, in a timely manner. The Project Application process is required in order to reserve financial incentives for projects.
5. Participant acknowledges that, as part of its participation in these Programs, it will maintain eligibility to receive Program services and incentives from the date of this Participation Agreement until December 31st of the appropriate program year.

By endorsing below, your organization accepts this agreement with OG&E Arkansas

This Agreement should be signed by your organization's Director, President or similar executive authorized to enter into such agreements. If Participant wishes to end its participation in these Programs, it may do so at any time by providing the Program Administrator written notice of its intentions.

Organization:		Title:	
First Name:		Last Name:	
Address:	City:	State:	ZIP Code:
Telephone:		Email:	
Account Number*:		TaxID:	
Signature:		Date:	

Please sign and email to commercial.ar@oge.com

*If you have more than one account number, please provide a separate list of buildings, physical addresses and account numbers.

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Appendix B: Project Application Form

OG&E Arkansas Large Commercial and Industrial Efficiency Program

Project Application Form

Oklahoma Gas & Electric (OG&E AR) is proud to offer the Commercial Energy Efficiency Program (herein referred to as "program") for the purposes of improving the energy efficiency of commercial customers located within its Arkansas service territory. OG&E AR has contracted with CLEAResult to implement the program.

_____, (herein referred to as "Customer") recognizes that it is a willing participant of the program designed to help reduce energy bills for their facilities, reducing operating costs and improving the usability and comfort of their facilities. This *Project Application* reflects the binding commitment between your organization and the program and details the commitments of each party in order to improve energy efficiency in your facilities. *The execution of this agreement reserves incentive funds for the project detailed herein until end of program year. Projects must be completed and submitted no later than December 15th of the current program year.*

TO PARTICIPATE IN THE PROGRAM, YOU UNDERSTAND AND AGREE TO THE FOLLOWING TERMS:

1. Only project sites served by OG&E AR are eligible for inclusion on this application.
2. Customer acknowledges that the appropriate Program Manual may be made available and that they will abide by the terms and processes set forth in the Program Manual.
3. Customer will identify a contact person to work with the program throughout the term of this agreement. He or she will work with the program to identify, assess, and implement cost-effective energy efficiency measures.
4. Customer will provide access to facilities for the purposes of pre-inspection and post-inspection for the purpose of energy savings verification.
 - a. For retrofit projects, a pre-installation inspection must pass before any installation work has begun.
 - b. For new construction projects, Customers must submit construction drawings or similar (in electronic, PDF file format) to CLEAResult for review.
5. The program will reserve incentive funds for eligible energy-saving projects and will pay the Customer monetary incentives based on projects completed within the program year. Approval of *Project Application* forms and resulting reservations of incentive funds are solely within the discretion of the program. Incentive funds estimated in this form are not officially reserved until the program has approved them and notified Customer. Funds are reserved for 90 calendar days. After 90 calendar days, the funds reserved for this project may be redistributed to other projects. A request to waive the 90 calendar day requirement must be submitted in writing to CLEAResult. OG&E AR may review waiver requests and grant a waiver based on extenuating circumstances.
6. Customer will make its best effort to complete and submit relevant *Project Application* forms, including necessary supporting documentation, in a timely manner. The project application process is required in order to reserve financial incentives for a project.
7. Customer will allow the program to use Customer's name to promote enrollment to entities, including the general public, potential program participants, utilities, as well as federal, state, or local entities.
8. Customer acknowledges that, as part of its participation in the program, it will maintain eligibility to receive program services and incentives from the date of this *Participation Agreement* until December 15th of the current program year.
9. Customer agrees to submit to CLEAResult a copy of the original invoice for equipment cost, labor, and other costs associated with the project.
10. If Customer uses internal labor and is therefore not invoiced for labor, Customer will submit to CLEAResult a copy of the equipment invoice and an estimate of internal labor hours spent.

11. The incentive funds offered under the program are limited to a program budget. If the program's budget is fully reserved, *Project Application* forms will be placed on a waitlist. When/if additional budget becomes available, waitlisted forms will be reviewed based on the date of receipt by CLEAResult.
12. The program is not under any obligation to provide Customer with more incentives than the amount reserved by the *Project Application* form for any project, even if Customer achieves greater energy savings by the project than what were estimated. However, if budget is available when a project achieves greater energy savings than estimated, the program has the option to pay Customer more than the amount reserved, up to the incentive calculated by the achieved energy savings.

ACCEPTANCE OF AGREEMENT

By signing below, your organization accepts this agreement with the Commercial & Industrial Program sponsored by OG&E AR. This agreement should be signed by your organization's owner, facilities manager, energy director, or other representative authorized to enter into said agreement.

Customer Signature: _____

Customer Printed Name: _____

Title _____ Date: _____

Section 1: General Information

Customer Information			
Application Date:		OG&E AR Account #:	
Company/Customer Name:			
Contact First Name:		Last Name:	
City:		State:	Zip:
Primary Phone:		Secondary Phone:	
E-mail Address:			
Project Site Address:			
City:		State:	Zip:
Project Information			
Project Name:			
Project Type:	<input type="checkbox"/> New Construction <input type="checkbox"/> Retrofit		
Facility Type:	<input type="checkbox"/> Manufacturing <input type="checkbox"/> Warehouse <input type="checkbox"/> School <input type="checkbox"/> Government <input type="checkbox"/> Other _____		
Total Weekly Hours of Facility Operation:			
Please select project type. Check all that apply.			
<input type="checkbox"/> Air Compressor <input type="checkbox"/> Chiller <input type="checkbox"/> Pump <input type="checkbox"/> Fan <input type="checkbox"/> HVAC <input type="checkbox"/> Lighting <input type="checkbox"/> Motors <input type="checkbox"/> Refrigeration <input type="checkbox"/> Controls <input type="checkbox"/> Other: _____			
Briefly describe the project and quantity of proposed installations:			
What are the estimated installation starting and completion dates:			
Start Date:		Completion Date:	
Has an energy savings analysis been conducted on the project? If yes, please complete the following:			
kWh Savings:		kW Savings:	

Installation Information				
Is the installation being conducted by in-house staff or by a Contractor?				
<input type="checkbox"/> Internal Staff <input type="checkbox"/> Contractor <input type="checkbox"/> Not Sure				
If a Contractor is used, provide the following information:				
Company Name:				
Contact First Name:		Last Name:		
Mailing Address:				
City:		State:		Zip:
Primary Phone:		Secondary Phone:		
E-mail Address:				
Incentive Payment Acknowledgement				
Customer certifies and acknowledges that the following will be the payee for the incentive of these energy-efficient measures, upon completion of the project:				
<input type="checkbox"/> Customer				
<input type="checkbox"/> Contractor				
Project Payee Tax ID #:		Tax Exempt?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Payee Name:				
Mailing Address:				
City:		State:		Zip:
For Official Use				

This section to be completed by CLEAResult representative.

Customer Name: _____

Project Name: _____

CLEAResult Representative Name: _____

Incentive and Savings Information*

Measure Description	Estimated Savings		Incentive Rate \$/kWh	Estimated Incentive
	kW	kWh		
Estimated Totals				

*The amount listed as the Total Estimated Incentive is based on estimated kWh savings. The actual incentive amount will be based on verified kWh savings.

Project Completion Process**1. Pre-installation Inspection**

A CLEAResult representative conducts a pre-inspection to verify existing conditions and equipment.

2. Project Application

The Customer submits a *Project Application* that outlines the final project specifications, estimated savings, and incentive reservation amount. A CLEAResult representative verifies the final project is eligible for incentives and determines the EM&V requirements.

3. Installation

The Customer selects a contractor and installs the eligible measures.

4. Post-installation Inspection

A CLEAResult representative conducts the necessary post-inspections to verify the upgrades.

5. Measurement & Verification (M&V)

A CLEAResult representative oversees/conducts any necessary EM&V. If using the Deemed Savings method, the representative will calculate the final savings based on the post-installation inspection.

6. Project Close Out

A CLEAResult representative submits the final project documentation to OG&E AR for initiation of the incentive payment process. Customer receives incentive payment within 2-4 weeks.

Note: A CLEAResult representative is available to complete a no-cost Walk-through Assessment to aid the Customer in identifying viable energy saving projects.

Please send the completed application and a completed IRS W-9 Form to:

CLEAResult

3600 Old Greenwood Road

Suite 1

Fort Smith, AR 72903

Contact: Jason Bland

Phone: 479.689.6086

Email: jason.bland@clearesult.com

Appendix C: Trade Ally Agreement

Participating Trade Ally Agreement

Contractor Network Benefits

The Program provides the following benefits to participating Trade Allies:

- The opportunity to promote and market the Program to customers of OG&E within the Arkansas service territory.
- Aggressive energy savings-based incentives aimed at increasing customer adoption of energy efficiency measures.
- Promotion on OG&E's website (once Trade Ally has completed a minimum of 1 project in a calendar year). Failure to complete 1 project a year could result removal from the website.

Participation Requirements

Insurance

During the term of this Agreement, participating Trade Allies shall maintain and provide proof of the following Commercial General Liability Insurance Minimums:

- \$1,000,000 general liability insurance coverage.
- Worker's compensation and employer's liability coverage.
- Business automobile liability coverage including owned, non-owned, and hired vehicles.

Licenses

At all times during the Program, participating Trade Allies must adhere to all permitting and licensing requirements as set forth by federal, state, county, or municipal authorities with jurisdiction overseeing work performed.

Enrollment Instructions

Step 1: Complete this *Trade Ally Agreement*.

Step 2: Complete a W-9.

Step 3: Submit completed *Trade Ally Agreement*, W-9, Certificate of Insurance and copies of required licenses or training certificates (when requested) via:

Email: jason.bland@cleareresult.com

Mail: CLEAResult Consulting, Inc.

3600 Old Greenwood Road

Suite 1

Ft. Smith, AR 72903

Company Information																
Company Name:																
Address:																
City:		State:		Zip:												
Contact Name:																
Phone:		Fax Number:														
E-Mail Address:																
Website:																
Mailing and Incentive Information																
Mailing Address:																
City:		State:		Zip:												
Company Tax ID or SSN:																
Please identify products and/or services provided by company.																
<table border="0"> <tr> <td><input type="checkbox"/> Air Compressors</td> <td><input type="checkbox"/> Refrigerator Strip Curtains</td> <td><input type="checkbox"/> Lighting (Fluorescent and/or LED)</td> </tr> <tr> <td><input type="checkbox"/> Chillers</td> <td><input type="checkbox"/> HVAC Upgrades</td> <td><input type="checkbox"/> Lighting Controls</td> </tr> <tr> <td><input type="checkbox"/> Refrigerator Gaskets</td> <td><input type="checkbox"/> HVAC Controls</td> <td><input type="checkbox"/> Motor & Variable Speed Drive Upgrades</td> </tr> <tr> <td><input type="checkbox"/> Refrigerator Doors</td> <td><input type="checkbox"/> PC Power Management</td> <td><input type="checkbox"/> Other: _____</td> </tr> </table>					<input type="checkbox"/> Air Compressors	<input type="checkbox"/> Refrigerator Strip Curtains	<input type="checkbox"/> Lighting (Fluorescent and/or LED)	<input type="checkbox"/> Chillers	<input type="checkbox"/> HVAC Upgrades	<input type="checkbox"/> Lighting Controls	<input type="checkbox"/> Refrigerator Gaskets	<input type="checkbox"/> HVAC Controls	<input type="checkbox"/> Motor & Variable Speed Drive Upgrades	<input type="checkbox"/> Refrigerator Doors	<input type="checkbox"/> PC Power Management	<input type="checkbox"/> Other: _____
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<input type="checkbox"/> Chillers	<input type="checkbox"/> HVAC Upgrades	<input type="checkbox"/> Lighting Controls														
<input type="checkbox"/> Refrigerator Gaskets	<input type="checkbox"/> HVAC Controls	<input type="checkbox"/> Motor & Variable Speed Drive Upgrades														
<input type="checkbox"/> Refrigerator Doors	<input type="checkbox"/> PC Power Management	<input type="checkbox"/> Other: _____														

Terms and Conditions

This *Trade Ally Agreement* ("Agreement") is made and entered into by and between OG&E Arkansas, (hereinafter "Sponsor"), and _____ (hereinafter "Trade Ally") (Sponsor and Trade Ally each hereinafter referred to as a "Party" and together as the "Parties"). CLEAResult Consulting, Inc. (hereinafter "Program Implementer") administers the SAGE Program (hereinafter "Program") on behalf of Sponsor. In consideration of the mutual covenants and agreements hereinafter set forth, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

As a participating Trade Ally in the Program, Trade Ally hereby agrees to the following:

1. The Trade Ally agrees to the roles, responsibilities, requirements, policies, terms, conditions, and guidelines of the Program as set forth in the governing Program Manual.
2. The Trade Ally is an independent contractor in relation to the Sponsor and Program Implementer and is voluntarily participating in the Program to deliver the services as outlined in the Program Manual directly to customers for whom the Sponsor provides electric delivery service ("Customer"). As such, the Trade Ally shall not be deemed a partner, agent, or employee of the Sponsor, Program Implementer or Customer for any purpose. The Trade Ally will pay all of its administrative, overhead, and other costs, including withholding taxes, social security, unemployment, disability, health, workers' compensation or other insurance coverage.
3. The Trade Ally shall not knowingly misrepresent any information concerning the Program, its purpose, policies, incentives, and procedures, or their role in the Program or relationship with the Sponsor or Program Implementer.
4. Trade Ally acknowledges that incentives will be paid by Sponsor only if: 1) customer(s) and installed measure(s) or services meet Program eligibility requirements; 2) measures are installed at project sites that receive delivery of electricity from Sponsor as evidenced by the meter number; 3) measures are installed at a project site that has not received incentives from any other of Sponsor's energy efficiency programs for the same measure(s). The Trade Ally understands that Sponsor may withhold incentive payment committed to the Trade Ally if the project site is proven to not receive electric delivery service from Sponsor.
5. Trade Ally will, at its sole expense, purchase, maintain, and require its agents and subcontractors to purchase and maintain, during the term of its participation in the Program, insurance policies with substantial and sound insurers, having coverage of the types and at least in the amounts specified in this Agreement.
6. Trade Ally shall not use the Program Implementer or its affiliates, or OG&E trademarks without written approval by the Program Implementer or Sponsor respectively.
7. The Program Implementer has the sole right and authority to determine acceptance of Trade Ally application and resulting right of participation in the Program.
8. The Trade Ally must agree to pursue referral leads resulting from the Program's marketing and communications efforts, and must make a good faith effort to provide, in a timely fashion, services to these leads in accordance with Program guidelines and this Agreement. Trade Ally acknowledges that any leads received as a result of the Program's efforts constitute a Program benefit.
9. Trade Ally understands that participation in the Program does not constitute an endorsement of any kind on the part of the Program Implementer or Sponsor. Trade Ally shall not state or imply any such endorsement, either directly or indirectly, in written or verbal form.
10. Trade Ally shall not mislead any customer(s) about the availability of Program incentives or misrepresent its role in the incentive award process. Only the Sponsor or Program Implementer on behalf of the Sponsor, in its sole discretion can approve or allocate Program incentives.
12. Trade Ally and its agents and subcontractors, shall retain all necessary licensures, certification, training, and other requirements as deemed necessary by state law, the Program policies and guidelines, and all relevant documentation pertaining to the installation of the energy efficiency measures, and will provide immediate access to such documentation to the Program Implementer or Sponsor upon request. This includes but is not limited to appropriate liability insurance, permits, licensure, or certification information, installed equipment model and serial numbers, etc.

13. Trade Ally agrees to allow random field inspections by Sponsor, the Program Implementer or its designee, or Program Evaluators of work that has been performed. Trade Ally, upon request from Sponsor or Program Implementer, and at no additional cost to the customer, shall make reasonable repairs or corrections to work that the Trade Ally has performed to bring such work up to Program standards.
14. The Trade Ally, its employees, agents and subcontractors, represent and warrant that: 1) the services performed for a customer through the Program shall be performed in skilled, craftsman-like and professional manner; 2) services shall comply in all material respects with the specification and other requirements set forth in each applicable contract with customer and in strict accordance with the Program and this Agreement; 3) Trade Ally performance of the services shall not violate any applicable law, rule, regulation, contracts with third parties, or any third-party rights, including, without limitation, any copyright, trademark, trade secret, or patent or similar right; 4) Trade Ally is the lawful owner or licensee of any intellectual property, software applications or other materials used by Trade Ally in the performance and delivery of the services and has all rights necessary to convey to customer the unencumbered ownership of all work product that results from the services.
15. The Trade Ally understands that the Program Implementer reserves the right to terminate or to modify this Agreement at any time for Trade Ally's noncompliance with Program requirements, any law, or any clause of this Agreement. In the event of termination of this Agreement by the Program Implementer, the Trade Ally will be notified of such termination in writing and Trade Ally will be allowed 30 calendar days from the date of the termination notice to submit any remaining documentation for qualifying energy efficiency measures that have previously been installed for a customer by the Trade Ally.
16. Trade Ally acknowledges that the Program Implementer is an independent contractor with respect to the Sponsor and the Program, and that beyond reserving incentive funds, the Program Implementer is not authorized to make reservations or incur obligations on behalf of the Sponsor.
17. Any review, inspection, or acceptance by the Program Implementer or Sponsor of the project site or of the design, construction, installation, operation or maintenance of any energy efficiency measure or energy generation measure(s) by the Program Implementer or Sponsor is solely for the information of the Sponsor and that, in performing any such inspection or review or in accepting an energy efficiency measure or energy generation measure(s), Sponsor makes no representation or warranty whatsoever, whether expressed or implied, including without limitation warranty of merchantability and fitness for a particular purpose, as to the economic or technical feasibility, capability, safety, or reliability of the energy efficiency measure or energy generation measure(s) or its installation by the Trade Ally.
18. Trade Ally shall defend, protect, indemnify, and hold harmless the Sponsor and Program Implementer, their respective officers, directors, agents, and employees, and each of their parents and affiliates, and each of their respective officers, directors, agents, and employees (collectively referred to as the "Indemnified Parties") from and against any and all claims, losses, expenses, attorneys' fees, damages, demands, judgments, causes of action, suits, and liability in tort, contract, or any other basis and of every kind and character whatsoever (hereinafter referred to as "claims") arising out of Trade Ally, or its agents or subcontractors, acts or omissions incident to or related in any way to, directly or indirectly, the services, agreement or the Program. Trade Ally acknowledges and agrees that with respect to any claims brought against the Indemnified Parties, Trade Ally will be required to waive as to the Indemnified Parties any defense it may have by virtue of the Workers' Compensation Laws of any state, to the extent allowed by law.
19. In the course of participation in the Program, the Trade Ally may have access to confidential information. The Trade Ally agrees to: 1) use such confidential information solely for the purposes for which it is provided; 2) not disclose such confidential information to any third party; 3) otherwise protect such confidential information from unauthorized use and disclosure to the same extent that it protects its own confidential information of a similar nature.
20. Trade Ally will not assign any of the rights or responsibilities arising from this Agreement to any individual or entity without first having obtained the written approval of the Program Implementer.
21. In no event shall the Program Implementer or Sponsor be liable to the Trade Ally, its employees, agents, or subcontractors for damages whatsoever (including but not limited to lost profits or interruption of business) arising out of the Program, or the services related to this Agreement, even if advised of the possibility of such damages.

22. The Trade Ally agrees that no marketing materials shall be created to promote the Program without prior authorization from the Program Implementer or Sponsor. The Program Implementer may provide approved marketing materials to Trade Ally.

23. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas. The Parties agree that the proper venue and jurisdiction for any cause of action relating to this Agreement will be Sebastian County, Arkansas, unless such cause of action is within the jurisdiction of the Arkansas Public Service Commission (APSC), in which case proper venue and jurisdiction will be at the APSC.

24. Trade Ally acknowledges that they have read this Agreement, understand it, and agree to be bound by its terms. No modification or waiver of any provision shall be binding unless it is contained in writing signed by both Parties.

Tax Implications

Incentives are taxable and if annual total is greater than \$600, will be reported to the IRS on Form 1099 unless The Trade Ally has indicated Corporation or Exempt tax status on the Trade Ally information portion of this Agreement. Trade Ally must provide the Program Implementer with its tax identification number on a W-9 form. The Sponsor nor Program Implementer will be responsible for any tax liability imposed on the Trade Ally because of Trade Ally’s receipt of incentives. Trade Ally and customers are encouraged to consult with their tax advisors about the taxability of any incentive payments.

Acknowledgement & Agreement

Trade Ally Company Name: _____	Program Implementer or Sponsor: _____
Authorized Representative Name: _____	Authorized Representative Name: _____
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____