



SMALL COMMERCIAL LIGHTING PROGRAM INCENTIVES

Program Opportunity Notice (PON) No. 809

Revised May 31, 2004

\$879,000 available on a first-come, first-served basis
Applications accepted through December 31, 2004 by 5 PM Eastern Time

Summary of Revisions to PON 809

1. The requirement for maintaining Ally Status for lighting distributors and designers is deleted. Ally Designers and Ally Distributors are no longer required to submit one project on average per month to maintain their Ally status.

The New York State Energy Research and Development Authority (NYSERDA), as administrator of the **New York Energy SmartSM** Program, requests applications for incentives for effective, energy-efficient lighting projects performed by participants in the Small Commercial Lighting Program ("SCLP" or "Program"). These incentives are offered to further encourage promotion, design, and implementation of effective, energy-efficient lighting in small commercial buildings or spaces. Applications will be accepted from lighting contractors, distributors, designers, manufacturer representatives, other lighting decision makers and small commercial owners or lessees of five or more business locations in New York State who have met the Program requirements.

For more information on these requirements and how to participate in the Program, contact NYSEERDA's Program Administrator, ICF Consulting, via the SCLP hotline toll-free at 866-698-8177 or by email at sclp@icfconsulting.com, or visit the website at www.nyserda.org/sclp.

Incentive amounts vary depending upon the type of activity and the size of the project. Refer to the Program Incentives and Awards section in this PON.

Eligible activities and incentive amounts are listed in this PON. NYSEERDA may add activities during the course of this Program, and may remove activities to reflect changes in energy code requirements or standard practice. Incentives will not be paid for activities if the application is received subsequent to the date the activity was removed. If changes are made to the eligible activities or Program terms, a notification will be published in the Program newsletter stating that the application will be updated on the NYSEERDA web site (www.nyserda.org). No additional notice will be provided.

I. INTRODUCTION

The **New York Energy SmartSM** Small Commercial Lighting Program was established to: (1) improve the understanding of effective, energy-efficient lighting and its benefits; (2) improve the infrastructure to deliver lighting solutions and market the benefits to customers; and (3) make energy-efficient lighting information more accessible for customers. The SCLP Incentives are offered to further encourage Program Participants to promote, design, and implement effective, energy-efficient lighting in small commercial spaces. The Program defines Small Commercial Space as 1,000 to approximately 25,000 square feet used as commercial, institutional, industrial, governmental spaces, and common areas in hotels, motels, and multi-family buildings. Multi-family buildings are defined as five or more residential units. Excluded from the definition of Small Commercial Space are any uses within 1-4 family, residential structures including garages or other out-buildings. The following table gives examples of acceptable and unacceptable spaces:

Acceptable Spaces	Unacceptable Spaces
Motels / hotels: lobbies, offices, vending areas, hallways, exercise rooms, restaurants, etc.	Motel or hotel guest rooms
In a Multi-family building (five or more residential units): hallway, entrance or lobby, laundry facility, common recreation room accessible to all residents, etc.	Private residence space in any apartment or condominium unit
Indoor, fully-enclosed parking garage	Open parking garage, parking lot, or driveway
21,000 square foot pharmacy	32,000 square foot supermarket
7,000 square foot medical practice office with treatment facilities	Patient room in a hospital or extended care facility
2,100 square foot office for a commercial accounting practice	2,100 square foot office in the home of an accountant

II. PROGRAM REQUIREMENTS

HOW TO PARTICIPATE IN THE SMALL COMMERCIAL LIGHTING PROGRAM

To receive an incentive from the Small Commercial Lighting Program, one must be either an Ally or a Multi-Site Partner. The project has to be an identifiable lighting project with separate invoicing. Any Ally, as defined in this PON, cannot receive an incentive as an Ally if they are the end-user of that Project, with the exception of a Multi-Site Partner. All Allies and Multi-Site Partners must provide their Federal Tax Identification Number. Details on becoming a participant are described below and on the SCLP website at www.nyserdera.org/sclp.

A. Ally Requirements

An Ally may be either a distributor, electrical contractor, designer, or lighting professional (collectively referred to as “Allies”) as defined below. Each Ally is assigned a Program Participant Identification Number once Program requirements have been met. NYSERDA reserves the right to revoke an Ally’s status if it fails to comply with the Terms and Conditions of the Program or if there is no SCLP-trained individual employed by the Ally.

1. Ally Distributors: Electrical or lighting supply businesses may participate as Ally Distributors. To do so, the Ally Distributor must have a lighting specialist on its staff, must execute an Ally Distributor Participation Agreement (see **Attachment A**), and receive the Program training for distributors.

II. PROGRAM REQUIREMENTS (continued)

2. Ally Contractors: Electrical contractors or other businesses who perform lighting installations may participate as Ally Contractors. To do so, Ally Contractors must execute an Ally Contractor Participation Agreement (**see Attachment A**) and receive the Program training for contractors.
3. Ally Designer: To participate as an Ally Designer, the business must employ an individual to provide lighting design services and perform such services for a fee. Manufacturers of lighting products and manufacturer representatives are not eligible to be Ally Designers. To participate, an Ally Designer must execute an Ally Designer Participation Agreement (**see Attachment A**) and receive the Program training for designers.
4. Other Ally: A manufacturer, a manufacturer representative, or other lighting professional who supplies equipment or services to small commercial lighting projects may participate as Other Ally. To do so, each Other Ally must execute an Other Ally Participation Agreement (**see Attachment A**) and complete one of the Program training sessions for suppliers, contractors, or designers.

B. Becoming a Multi-Site Partner

Owners or lessees of small businesses with five or more locations in eligible utility territories as described in Section II.C, Eligibility Location Requirements, may be eligible to participate as a Multi-Site Partner.

To participate, the Multi-Site Partner must execute a Multi-Site Partner Participation Agreement (**see Attachment B**) and commit to completing at least one effective, energy-efficient lighting upgrade of their eligible facilities within 3 months of executing the Participation Agreement. The lighting upgrade must be in conformance with the Program-provided design and specification assistance that is provided to Multi-Site Partners once their Participation Agreement is executed. Furthermore the Multi-Site Partner must designate at least one lighting specialist on its staff to participate as Program liaison. The number of Multi-Site Partners in the Program shall be limited to the first ten businesses who meet the Program criteria and execute a Participation Agreement.

C. Eligibility Location Requirements

In order for Allies to participate, they must primarily target customers located in the following electric utility territories: Central Hudson Gas & Electric Corporation, Consolidated Edison Company of New York, Inc., New York State Electric & Gas Corporation, Niagara Mohawk Power Corporation, Orange and Rockland Utilities, Inc., or Rochester Gas and Electric Corporation.

The location of a project qualifying for any incentive or award under this Program must be in a building that is assessed the System Benefits Charge by one of the aforementioned utilities. This requirement applies to all Allies and Multi-Site Partners.

D. Eligible Projects

A project is a Qualifying Lighting Project (“Project”) if it is a space between 1,000 and approximately 25,000 square feet and is either 1) a lighting improvement project in a Small Commercial Space that meets the Program qualifying criteria for Color Rendering, Spacing, Luminous Intensity, Mean Illuminance, and Energy Use, as listed on the project worksheets which are a part of the Project Incentive Application Form or 2) a design for the aforementioned Project and its installation.

II. PROGRAM REQUIREMENTS (continued)

E. Post-Installation Verification

NYSERDA reserves the right to have the Program Administrator contact the occupant listed in the Application Form to schedule a verification visit, or a visit for other NYSERDA promotional or program-related purposes. The purpose of the verification visit shall be to provide the Program Administrator an opportunity to confirm qualification for incentive payment and to evaluate the Qualified Lighting Project to determine effectiveness, including the kW reduction and energy savings, for Program evaluation purposes.

For Qualifying Lighting Projects, the Ally will use its best efforts to obtain permission from the occupant for NYSERDA or its Program Administrator to access the site and perform a verification visit. If NYSERDA or its Program Administrator determines that the Project is not consistent with the Program requirements, the Program Administrator may require changes before NYSERDA makes any Incentive or Award payments.

III. OTHER PROGRAM TERMS AND INCENTIVES

NYSERDA has available up to \$879,000 for Small Commercial Lighting Program incentives under this PON. To be eligible for incentives under this PON, activities must be completed on or after April 1, 2003. **Program participants submitting applications for incentives must have been enrolled in the Program prior to completion of the activities.** Applications will be accepted on a first-come, first-served basis until December 31, 2004 or until funds are fully committed, whichever occurs first. If there are insufficient funds available to fund additional incentive applications, NYSERDA will notify the applicant either that the application will be placed on a waiting list until more funds become available or that the Program has ended and no further applications will be accepted.

Any individual Ally is limited to receiving a maximum of \$30,000 of total incentive payments under this PON.

A Multi-Site Partner is limited to receiving a maximum of \$8,000 of total incentive payments under this PON.

Any SCLP incentives received prior to April 1, 2003 will not be applied towards the maximum incentives stated above.

Applications submitted under the previous SCLP Incentive Program that are received prior to **September 3, 2003** will be processed and paid according to the incentive amounts, application requirements, and terms and conditions of that program. Applicants shall not be permitted to cancel a previously submitted application and re-apply under this PON.

Applications for incentives may be obtained by contacting the Program Administrator at the SCLP hotline toll-free at 866-698-8177, downloaded directly from the NYSERDA website at www.nyserda.org/sclp, or by visiting an Ally Distributor. See the website for a listing of Ally Distributors.

Only a complete application which includes the required worksheets and other required documentation identified on the application will be processed for incentive payments. Additional documentation may be required by NYSERDA at its discretion.

Completed applications, including worksheets and supporting documentation, must be signed and dated, and forwarded to the following address:

New York Energy SmartSM Small Commercial Lighting Program
c/o ICF Consulting
201 Western Avenue, Suite 104
Albany, NY 12203

IV. PROGRAM INCENTIVES AND AWARDS

A. DESIGN, PROJECT AND “BREAK-THE-ICE” INCENTIVES

Eligible Activity	Eligible Applicant	Target Achievement	Unit Amount
Design Incentives	Ally Designers	Qualifying Lighting Project Phase 1 Design	\$200
		Qualifying Lighting Project Phase 2 Design Implemented	\$300
Project Incentives	Ally Contractors, Ally Distributors, Other Allies	Qualifying Lighting Project up to 5,000 sq. ft.	\$500
		Qualifying Lighting Project from > 5,000 sq. ft. up to 15,000 sq. ft.	\$750
		Qualifying Lighting Project from > 15,000 sq. ft. up to 25,000 sq. ft.	\$1,000
“Break the Ice” Incentive	Ally Contractors	First time Qualifying Lighting Project	\$300

1. DESIGN INCENTIVES

Phase 1 Design Incentive: \$200 to Ally Designers who submit an application (**see Attachment C**) documenting the design of a Qualifying Lighting Project. Upon approval of the application, a Design Certificate of Compliance Number will be assigned.

Phase 2 Design Implemented Incentive: \$300 to Ally Designers who submit an application with the Design Certificate of Compliance Number for Phase 1 and documentation that the Phase 1 design was installed.

NYSERDA will pay only one Phase 1 and one Phase 2 Design Incentive per Qualifying Lighting Project. If an Ally Designer and a Multi-Site Partner work on the same Qualifying Lighting Project design, the Ally Designer is ineligible for either Design Incentive.

2. PROJECT INCENTIVES

Project Installation Incentive: Incentives of \$500, \$750, or \$1,000, based on square footage, to Ally Contractors, Ally Distributors, or Other Allies who submit an application (**see Attachment C**) documenting installation of a Qualifying Lighting Project. NYSERDA shall only pay Project Incentives for up to two (2) Qualifying Lighting Projects per Project end-user in the same building. A Project for which an Ally Designer has received a Phase 2 Design Incentive is also eligible to receive a Project Installation Incentive.

If two or more Allies (excluding Ally Designers) work on the installation of the same project, the Allies should submit a joint application for a Project Installation Incentive. NYSERDA will split the Project Installation Incentive equally among the applicants. If separate applications are received, NYSERDA will pay the Project Installations requested and approved on the first application received.

If an Ally Distributor, Ally Contractor, or Other Ally and a Multi-Site Partner work on the same Qualifying Lighting Project, NYSERDA will pay the Project Installation Incentive to an Ally Contractor, Ally Distributor, or Other Ally applicant only if: a) the Multi-Site Partner already has received the maximum \$3,000 in Multi-Site Partner Project Incentive payments for previously submitted projects or b) the Multi-Site Partner has submitted a letter renouncing its right to the Multi-Site Partner Project Installation Incentive to the Program Administrator.

3. BREAK-THE-ICE INCENTIVES

Break-the-Ice Incentive: \$300 in addition to the Project Incentive for Ally Contractors successfully submitting their first Qualifying Lighting Project.

IV. PROGRAM INCENTIVES AND AWARDS (continued)

B. INSTALLATION COMPETITION AWARDS

Eligible Activity	Eligible Applicant (see definitions below)	Target Achievement	Unit Amount
Installation Competition Awards	Small Contractors	- greatest number of Qualifying Lighting Projects in a given quarter	\$1,000
	Small Contractors	- greatest square footage of Qualifying Lighting Project floor area in a given quarter	\$1,000
	Large Contractors	- greatest number of Qualifying Lighting Projects in a given quarter	\$1,000
	Large Contractors	- greatest square footage of Qualifying Lighting Project floor area in a given quarter	\$1,000
	Small Distributors	- greatest number of Qualifying Lighting Projects in a given quarter	\$1,000
	Large Distributors	- greatest number of Qualifying Lighting Projects in a given quarter	\$1,000

1. DETERMINATION OF AWARD WINNERS

For purposes of the Installation Competition, Ally Contractors and Ally Distributors are grouped by the size of the company into four categories, as follows:

- Small Contractors have fewer than 30 permanent full-time employees.
- Large Contractors have 30 or more permanent full-time employees.
- Small Distributors have fewer than three service centers under their corporate name.
- Large Distributors have three or more service centers.

To compete, an Ally Contractor or Ally Distributor who completes a minimum of five Qualifying Lighting Projects in a given quarter shall have all Qualifying Lighting Projects entered into the appropriate award categories described above. The six Awards shall be determined as outlined in the table above.

An Ally Distributor will receive credit for involvement for a Qualifying Lighting Project if an equipment invoice was submitted with the Project Incentive Application (whether submitted by the Ally Distributor or not) showing the Ally Distributor as the seller of lighting equipment or controls.

2. ANNOUNCEMENT OF AWARDS

The winners of the Installation Competition awards will be announced on a quarterly basis. Quarters are defined as January through March, April through June, July through September, October through December with the first quarter as July 1 through September 30, 2003.

3. LIMITATIONS

NYSERDA reserves the right to make no Installation Competition Awards. NYSERDA reserves the right not to promote the Installation Competition Award in any fashion.

IV. PROGRAM INCENTIVES AND AWARDS (continued)

C. MULTI-SITE PARTNER PROJECT INCENTIVES

Eligible Activity	Eligible Applicant	Target Achievement	Unit Amount
Multi-Site Partner Project Incentives	Multi-Site Partners	First Qualifying Lighting Project	\$1,000
		Each Additional Project up to a total of (5) Projects	\$500

1. INCENTIVES

NYSERDA will pay an incentive of \$1,000 for a Qualifying Lighting Project and \$500 for each additional Project, up to a total of five (5) Projects, for a maximum Project Incentive of \$3,000 to Multi-Site Partners who submit an application (**see Attachment D**) documenting installation of a Qualifying Lighting Project.

2. LIMITATIONS

NYSERDA shall only pay Multi-Site Partner Project Incentives for up to two (2) Qualifying Lighting Projects in the same building.

Applicants who obtain Multi-Site Partner Project Incentives through this Program may not obtain additional incentives for lighting equipment used in the same Project through the **New York Energy SmartSM** Peak-Load Reduction Program, Commercial / Industrial Performance Program, New Construction Program, Smart Equipment Choices Program, or the **New York Energy SmartSM** Loan Fund Program.

If a Multi-Site Partner and an Ally Distributor, Ally Contractor, or Other Ally work on the same Qualifying Lighting Project, NYSERDA will pay the Project Installation Incentive to the Multi-Site Partner unless: a) the Multi-Site Partner already has received the maximum \$3,000 in Multi-Site Partner Project Incentive payments for previously submitted Projects under this PON; or b) the Multi-Site Partner has submitted a letter renouncing its right to the Multi-Site Partner Project Installation Incentive to the Program Administrator, in which case NYSERDA would pay the Project Installation Incentive to the Ally.

IV. PROGRAM INCENTIVES AND AWARDS (continued)

D. DEMONSTRATION PROJECT AWARDS

Eligible Activity	Eligible Applicant	Target Achievement	Unit Amount
Demonstration Project Awards	Ally Contractors, Ally Designers, Ally Distributors, Other Allies, Multi-site Partners	Qualifying Lighting Projects > 5000 sq. ft. that meet all 6 project design criteria and showing the most innovation, transferability, and cost efficiency.	\$1,500

1. AWARDS

During the term of this PON, NYSERDA intends to make awards of \$1,500 for up to ten projects selected as Demonstration Projects. Only projects that are greater than 5000 sq. ft. **and that meet all 6 project design criteria** are eligible to be selected. Periodically NYSERDA and its Program Administrator will do a preliminary selection from the pool of Qualified Lighting Projects. The Ally or Multi-Site Partner for the selected Project will be requested to submit the Demonstration Project Award Application (**see Attachment E**).

The main criteria for selecting these projects will be:

- a. **Innovation.** Projects will be evaluated on how well they demonstrate the attributes of effective, energy-efficient lighting systems. Additionally Projects that show an influence from the Program tools provided through SCLP training, such as the DesignLights™ Consortium knowhow Series™ guides and the Lighting Research Center Delta case studies, are desirable.
- b. **Transferability and educational value.** Projects will be evaluated based on their ability to demonstrate effective, energy-efficient lighting approaches that may be applied widely to other projects within the particular end-use sector (e.g., retail, health care, office, hospitality, etc.) and to locations across the State.
- c. **Cost efficiency.** Projects will be evaluated on a cost per square foot criterion. Additionally designs utilizing commonly accessible equipment and installation practices are desirable.
- d. **Promotional value.** Projects will be evaluated on their ability to provide a high profile Project with familiar name recognition.
- e. **Case study potential.** Emphasis will be placed on augmenting the existing portfolio of case studies produced by the Program for diversity across all pertinent end-use sectors.

2. LIMITATIONS

Participants are limited to receiving no more than two Demonstration Project Awards. For jointly submitted applications, each co-applicant will be credited for one Demonstration Project Award.

NYSERDA reserves the right to make no Demonstration Project Awards. NYSERDA reserves the right not to promote the Demonstration Project Award in any fashion.

3. INSPECTIONS

NYSERDA will inspect all Demonstration Projects to verify satisfactory completion of the Project. If the Project cannot be inspected due to denial of access, the Project will be disqualified from further consideration.

IV. PROGRAM INCENTIVES AND AWARDS (continued)

E. HOSTING PROGRAM TRAINING FOR CONTRACTORS INCENTIVES

Eligible Activity	Eligible Applicant	Target Achievement	Unit Amount
Hosting Ally Contractor Training Incentive	Ally Distributors	\$500 for the first 10 attendee organizations, \$25 for each additional attendee organization, up to a maximum of 50 attendee organizations.	\$500 to \$1,500

1. INCENTIVES

NYSERDA will pay incentives between \$500 and \$1,500 to Ally Distributors who host contractor training sessions to attract new Ally Contractors into the Program. NYSERDA will pay \$500 for the first ten eligible Ally Contractor organizations that attend and \$25 for each additional eligible Ally Contractor organization that attends up to a maximum incentive of \$1,500 under this PON. NYSERDA, or its Program Administrator, shall at its sole discretion determine the eligibility of organizations to become Ally Contractors. Said determination shall be based upon the review of registration forms completed by attendees at the Program training.

2. PROCESS FOR RECEIVING INCENTIVES

Applications (**see Attachment F**) for the Hosting Incentive must be submitted by Ally Distributors at least five business days before the Program training takes place.

The Program training hosted by the Ally Distributor must be attended by at least ten organizations eligible to become Ally Contractors for any incentive to be paid.

Ally Distributors hosting contractor training sessions must notify NYSERDA at least 36 hours prior to the scheduled training that a minimum of ten non Program-participating contractor organizations have confirmed they will attend. If the number of confirmed organizations is less than ten, the contractor training session will be cancelled by NYSERDA, but may be rescheduled for a later date. No incentive payments will be made for cancelled contractor training sessions.

The Ally Distributor may invite participating Ally Contractors and other non-contractor lighting professionals (including, but not limited to, lighting designers, manufacturers, manufacturer representatives, and other lighting professionals), however, NYSERDA will not count attendance of these organizations toward the minimum attendance required.

3. LIMITATIONS

Ally Distributors may receive no more than five Hosting Incentives under this PON.

IV. PROGRAM INCENTIVES AND AWARDS (continued)

F. NCQLP LIGHTING CERTIFICATION EXAMINATION INCENTIVES

Eligible Activity	Eligible Applicant	Target Achievement	Unit Amount
Lighting Certification Examination Incentives	Full-time employees of Ally Contractors, Ally Designers, Ally Distributors, Other Allies, Multi-Site Partners	Completing the NCQLP Lighting Certification exam	\$300

The National Council on Qualifications for the Lighting Professions (“NCQLP”) is an independent certifying body whose mission is to “protect the well-being of the public through effective, efficient lighting practice.” To accomplish this, NCQLP offers the Lighting Certification Examination as part of a certification process by which practitioners in lighting and related fields demonstrate their knowledge of the lighting industry and their commitment to provide effective, energy-efficient lighting installations.

The Lighting Certified (“LC”) credential demonstrates to clients/customers and peers that the holder has acquired the necessary knowledge, understanding, and ability to apply lighting principles and techniques successfully.

NYSERDA supports NCQLP and its mission and encourages lighting professionals to complete the LC Examination by offering this incentive.

1. ELIGIBILITY

Any individual who is a full-time employee of an Ally Contractor, Ally Designer, Ally Distributor, **Other** Ally, or Multi-site Partner and completes the Lighting Certification Examination **after 9/3/03** is eligible to apply for the incentive (**See Attachment G**).

2. INCENTIVES

NYSERDA will pay a one-time incentive of \$300.

3. PROCESS FOR RECEIVING INCENTIVE

Applicants must provide 1) a copy of the NCQLP Lighting Certification Examination Notification Letter that indicates that the applicant completed the examination; 2) proof of payment for the exam; and 3) their social security number.

4. LIMITATIONS

NYSERDA will pay the incentive to the applicant on the condition that the applicant is not being or has not been reimbursed by any other third party, including his or her employer, for the same expenses.

IV. PROGRAM INCENTIVES AND AWARDS (continued)

G. PROMOTION/MARKETING INCENTIVES

Eligible Activity	Eligible Applicant	Target Achievement	Unit Amount
Promotion/Marketing Incentives	Ally Contractors, Ally Designers, Ally Distributors, Other Allies, Multi-site Partners	Eligible advertisements in approved publications or media	50% of the cost of the ad up to \$2000

1. ELIGIBILITY

All participants in the Program are eligible to apply for Promotion/Marketing Incentives.

2. CRITERIA

- 1) An advertisement must include the theme “effective, energy-efficient lighting.”
- 2) All advertisements must include the **New York Energy SmartSM** logo. Any exception to this criteria must be approved by NYSERDA or the Program Administrator.
- 3) Approved publications or media include, but are not limited to: (1) print media such as local, regional or state-wide newspapers, trade magazines, inserts, and newspaper supplements; (2) directories of companies and product or service providers (e.g., "Yellow Pages" type books) either in print or electronic Internet online media; and (3) posters, signage and billboards placed in high traffic areas on roadways or walkways inside places of commerce, or at trade shows, or outdoors. Radio and television advertising does not qualify. Determination of qualification of a publication or medium is at the sole discretion of NYSERDA.

3. INCENTIVES

NYSERDA will pay an incentive calculated as 50% of the cost of the advertisement, up to a maximum of \$2000, to an applicant who submits an application (**See Attachment H**) documenting placement of the advertisement in an approved publication or medium. This can be in the form of a single advertisement or a multiple placement of an advertisement. A Promotion/Marketing Incentive is limited to a maximum of \$2,000 per Participant under the terms of this PON.

V. GENERAL CONDITIONS

PROPRIETARY INFORMATION - Careful consideration should be given before confidential information is submitted to NYSERDA as part of your application. The applicant should determine whether the information is critical for evaluating an application or whether general, non-confidential information, may be adequate for review purposes. The New York State Freedom of Information Law, Public Officers law, Article 6, provides for public access to information NYSERDA possesses. Public Officers Law, Section 87(2) (d) provides for exceptions to disclosure for records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." Information submitted to NYSERDA that the applicant wishes to have treated as proprietary, including confidential trade secret information should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should be excepted. See Public Officers law, Section 89(5) and the procedures set forth in 21 NYCRR Part 501.

MINORITY-AND WOMEN-OWNED BUSINESS POLICY-OMNIBUS PROCUREMENT ACT OF 1992 -

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement Agreements.

Information on the availability of New York subcontractors and suppliers is available from:

Empire State Development
Division For Small Business
30 South Pearl Street
Albany, NY 12245

A directory of certified minority- and women-owned business enterprises is available from:

Empire State Development
Minority and Women's Business Development Division
30 South Pearl Street
Albany, NY 12245

CONTRACT AWARD - NYSERDA anticipates making multiple awards under this solicitation. NYSERDA may award a contract based on initial applications without discussion, or following limited discussion or negotiations. Applications will be processed on a first-come, first-served basis until December 31, 2004 or until funds are committed, whichever comes first. NYSERDA may request additional data or material to support applications. NYSERDA expects to notify applicants in approximately 4 weeks from the receipt of an application whether the application has been selected to receive an award.

LIMITATION - This solicitation does not commit NYSERDA to award a contract, pay any costs incurred in preparing a proposal, or to procure or contract for services or supplies. NYSERDA reserves the right to accept or reject any or all proposals received, to negotiate with all qualified sources, or to cancel in part or in its entirety the solicitation when it is in NYSERDA's best interest.

DISCLOSURE REQUIREMENT - The proposer shall disclose any indictment for an alleged felony, or any conviction for a felony within the past five years, under the laws of the United States or any state or territory of the United States, and shall describe circumstances for each. When a proposer is an association, partnership, corporation, or other organization, this disclosure requirement includes the organization and its officers, partners, and directors or members of any similarly governing body. If an indictment or conviction should come to the attention of NYSERDA after the award of a contract, NYSERDA may exercise its stop-work right pending further investigation, or terminate the agreement; the contractor may be subject to penalties for violation of any law which may apply in the particular circumstances.

V. ATTACHMENTS

- A: Allies' Participation Agreements and Terms and Conditions
- B: Multi-Site Partner Participation Agreements and Terms and Conditions
- C: Project and Design Incentive Application Form
- D: Multi-Site Partner Project Incentives Application Form
- E: Demonstration Project Award Application Form
- F: Hosting Program Training Incentive Application Form
- G: NCQLP Lighting Certification Examination Incentive Application Form
- H: Promotion/Marketing Incentive Application Form

Attachment A:
Allies' Participation Agreements and Terms and Conditions

- Ally Distributor Participation Agreement
- Ally Contractor Participation Agreement
- Ally Designer Participation Agreement
- Other Ally Participation Agreement

Attachment B:
Multi-Site Partner Participation Agreement and Terms and Conditions

Attachment A:
Allies' Participation Agreements and Terms and Conditions

- Ally Distributor Participation Agreement
- Ally Contractor Participation Agreement
- Ally Designer Participation Agreement
- Other Ally Participation Agreement

Small Commercial Lighting Program Ally Distributor Participation Agreement

The New York Energy SmartSM Small Commercial Lighting Program (“SCLP” or “Program”) promotes effective, energy-efficient lighting solutions for small commercial spaces. SCLP provides lighting professionals with tools and resources to leverage the principals of effective, energy-efficient lighting design as a profitable business strategy.

REQUIREMENTS FOR PARTICIPATION AND RECEIPT OF INCENTIVES AND AWARDS ARE FULLY DESCRIBED IN PROCUREMENT OPPORTUNITY NOTICE (“PON”) 809 AND SHOULD BE REVIEWED PRIOR TO EXECUTING THIS AGREEMENT.

_____ (“Ally Distributor”) agrees to participate with the New York State Energy Research and Development Authority (“NYSERDA”) in the Program. Ally Distributor agrees to support the Program by promoting effective, energy-efficient lighting as an easy and desirable approach for organizations to improve their lighting environment and save energy resources. Ally Distributor has participated in Program training and has read the Program materials, including PON 809, and agrees to abide by the requirements of the Program. The terms of the PON, this Participation Agreement, including its Terms and Conditions, collectively shall be referred to as the “Agreement.”

This Agreement is completely voluntary and can be terminated at any time for any reason by NYSERDA or the Ally Distributor.

Pursuant to the Program, NYSERDA offers to the Ally Distributor:

- ◆ **Training** to identify techniques that increase sales of efficient lighting systems.
- ◆ **Design tools.**
- ◆ **Promotional materials** such as counter displays and Program literature.
- ◆ **Technical assistance** including phone support and limited on-site assistance.
- ◆ **Publicity** through the Program Website and case studies.

Pursuant to PON 809, NYSERDA will pay Incentives and Awards to Ally Distributor for Qualifying Lighting Projects and other activities, which may include the following:

- ◆ **Cash Incentives** for active involvement with Ally Contractors in design and installation of Qualifying Lighting Projects.
- ◆ **Competition Awards** for the greatest number of qualifying projects.
- ◆ **Cash Incentives** for hosting and promoting contractor qualification training seminars.
- ◆ **Cash Incentives** for employees who complete the National Council on Qualifications for the Lighting Professions (NCQLP) Lighting Certification (LC) Exam.
- ◆ **Cash Incentives** to reimburse a portion of the costs for Promotion and Marketing activities.

(NOTE: Cash incentives and awards under this Program may be taxable. Consult your tax advisor.)

Ally Distributor agrees to increase the availability of effective, energy-efficient lighting products and promote effective lighting designs to contractors and small commercial customers. Ally Distributor further agrees to abide by the terms of the Agreement. Throughout its efforts, Ally Distributor also agrees to the following:

- ◆ **Promoting the Program** - To recruit contractors to participate in Program training events and submit Program paperwork to claim cash incentives;
- ◆ **Displaying Program Materials** - To prominently display Program materials that promote effective, energy-efficient lighting installations;
- ◆ **Providing Training Space** - To provide space to accommodate contractor training events, as needed, for an audience of 10-20 people;
- ◆ **Assisting Ally Contractors** - To assist Ally Contractors in completing Project applications and worksheets;
- ◆ **Staff Involvement** - To designate at least one lighting specialist staff to participate in Program training events, to educate other staff on the benefits of effective, energy-efficient lighting designs, and to promote the Program;
- ◆ **Accurately Representing the New York Energy SmartSM Small Commercial Lighting Program** and Ally Distributor's relationship to NYSERDA.

NYSERDA may revoke the status of the Ally Distributor if it does not meet all Program requirements or employ at least one Program-trained individual.

Accepted and Agreed to:

Ally Distributor (Organization Name): _____

Signature: _____ Date: _____

Print Name: _____ Location: _____

Title: _____ Fed. Tax ID #: _____

08-20-03

Signature: _____ Distributor ID #: _____
SCLP Program Administrator (assigned by the Program)

SMALL COMMERCIAL LIGHTING PROGRAM TERMS AND CONDITIONS for ALLIES

1. Incentive and Award Payments

NYSERDA shall pay the Incentives and Awards in accordance with and subject to the provisions of NYSERDA's Prompt Payment Policy after the Program Administrator has verified satisfactory conformance with Program requirements. The Prompt Payment Policy is available on NYSERDA's website at www.nyserda.org/stdforms.html.

2. Return of Incentive and Award Amounts

Ally agrees to return an Incentive or Award if, at any time, the Program Administrator learns that the Project as described in the Application was not completed in compliance with this Agreement.

3. Limited Scope of Review

The scope of review by NYSERDA and its Program Administrator of the eligible Projects is limited solely to determining whether Program conditions have been met for NYSERDA's Program purposes. It does not include any kind of safety, code or other review and the Ally shall not be entitled to rely upon NYSERDA's or its Program Administrator's review of the design and installation of the measures for any reason whatsoever.

4. Changes

(a) Aspects of the Small Commercial Lighting Program may be changed by NYSERDA at any time without notice. Approved Applications, however, will be processed to completion under the terms in effect at the time of the approval of the Application by the Program Administrator.

(b) NYSERDA reserves the right, for any reason, to stop accepting Incentive and Award Applications at any time without notice.

5. Indemnification

The Ally shall protect, indemnify, and hold harmless NYSERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to the performance of this Agreement. The obligations of the Ally under this section shall survive any expiration or termination of this Agreement.

6. No Warranties

(a) NYSERDA does not endorse, guarantee, or warrant any particular manufacturer or product, and NYSERDA provides no warranties, expressed or implied, for any product or services. The Ally's reliance upon warranties is limited to any warranties that may arise from, or be provided by, other Program participants, installation contractors, vendors, etc.

(b) The Ally acknowledges that neither NYSERDA nor the Program Administrator are responsible for assuring that the design, engineering and installation of lighting equipment are proper or comply with any particular laws (including patent laws), codes, or industry standards. NYSERDA does not make any representations of any kind regarding the results to be achieved by the lighting project or the adequacy or safety of the lighting project.

7. Tax Liability

NYSERDA or the Program Administrator will not be responsible for any tax liability imposed on the Ally as a result of the payment of cash Incentives or Awards.

8. Miscellaneous

(a) This Agreement is the entire agreement between the parties and supersedes all other communications and representations.

(b) NYSERDA may exercise any or all of the rights of the Program Administrator, with or without notice, at any time at its election.

(c) The Program Administrator is not an agent of NYSERDA and is administering the Program as an independent contractor.

9. Insurance

The Ally shall maintain general liability insurance coverage of at least \$1 million.

Small Commercial Lighting Program Ally Contractor Participation Agreement

The New York Energy \$martSM Small Commercial Lighting Program (“SCLP” or “Program”) promotes effective, energy-efficient lighting solutions for small commercial spaces. SCLP provides lighting professionals with tools and resources to leverage the principals of effective, energy-efficient lighting design as a profitable business strategy.

REQUIREMENTS FOR PARTICIPATION AND RECEIPT OF INCENTIVES AND AWARDS ARE FULLY DESCRIBED IN PROCUREMENT OPPORTUNITY NOTICE (“PON”) 809 AND SHOULD BE REVIEWED PRIOR TO EXECUTING THIS AGREEMENT.

_____ (“Ally Contractor”) agrees to participate with the New York State Energy Research and Development Authority (“NYSERDA”) in the Program. Ally Contractor agrees to support the Program by promoting effective, energy-efficient lighting as an easy and desirable approach for organizations to improve their lighting environment and save energy resources. Ally Contractor has participated in Program training and has read the Program materials, including PON 809, and agrees to abide by the requirements of the Program. The terms of the PON, this Participation Agreement, including its Terms and Conditions, collectively shall be referred to as the “Agreement.”

This Agreement is completely voluntary and can be terminated at any time for any reason by NYSERDA or the Ally Contractor.

Pursuant to the Program, NYSERDA offers to the Ally Contractor:

- ◆ **Training** to identify techniques that increase sales of efficient lighting systems.
- ◆ **Design tools.**
- ◆ **Promotional materials** such as Program literature.
- ◆ **Technical assistance** including phone support and limited on-site assistance.
- ◆ **Publicity** through the Program Website and case studies.

Pursuant to PON 809, NYSERDA will pay Incentives and Awards to Ally Contractor for Qualifying Lighting Projects and other activities, which may include the following:

- ◆ **Cash Incentives** for installation of Qualifying Lighting Projects.
- ◆ **Competition Awards** for the greatest number of qualifying projects and greatest square footage.
- ◆ **Cash Incentives** for employees who complete the National Council on Qualifications for the Lighting Professions (NCQLP) Lighting Certification (LC) Exam.
- ◆ **Cash Incentives** to reimburse a portion of the costs for Promotion and Marketing activities.

(NOTE: Cash incentives and awards under this Program may be taxable. Consult your tax advisor.)

Ally Contractor agrees to promote the use of effective, energy-efficient lighting products and effective lighting designs to small commercial customers. Ally Contractor further agrees to abide by the terms of the Agreement. Throughout its efforts, Ally Contractor also agrees to the following:

- ◆ **Accurately Representing the New York Energy \$martSM Small Commercial Lighting Program** and Ally Contractor's relationship to NYSERDA.

NYSERDA may revoke the status of the Ally Contractor if it does not meet all Program requirements or employ at least one Program-trained individual.

Accepted and Agreed to:

Ally Contractor (Organization Name): _____

Signature: _____ Date: _____

Print Name: _____ Location: _____

Title: _____ Fed. Tax ID #: _____

08-20-03

Signature: _____ Contractor ID #: _____
SCLP Program Administrator (assigned by the Program)

SMALL COMMERCIAL LIGHTING PROGRAM TERMS AND CONDITIONS for ALLIES

1. Incentive and Award Payments

NYSERDA shall pay the Incentives and Awards in accordance with and subject to the provisions of NYSERDA's Prompt Payment Policy after the Program Administrator has verified satisfactory conformance with Program requirements. The Prompt Payment Policy is available on NYSERDA's website at www.nyserdera.org/stdforms.html.

2. Return of Incentive and Award Amounts

Ally agrees to return an Incentive or Award if, at any time, the Program Administrator learns that the Project as described in the Application was not completed in compliance with this Agreement.

3. Limited Scope of Review

The scope of review by NYSERDA and its Program Administrator of the eligible Projects is limited solely to determining whether Program conditions have been met for NYSERDA's Program purposes. It does not include any kind of safety, code or other review and the Ally shall not be entitled to rely upon NYSERDA's or its Program Administrator's review of the design and installation of the measures for any reason whatsoever.

4. Changes

(a) Aspects of the Small Commercial Lighting Program may be changed by NYSERDA at any time without notice. Approved Applications, however, will be processed to completion under the terms in effect at the time of the approval of the Application by the Program Administrator.

(b) NYSERDA reserves the right, for any reason, to stop accepting Incentive and Award Applications at any time without notice.

5. Indemnification

The Ally shall protect, indemnify, and hold harmless NYSERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to the performance of this Agreement. The obligations of the Ally under this section shall survive any expiration or termination of this Agreement.

6. No Warranties

(a) NYSERDA does not endorse, guarantee, or warrant any particular manufacturer or product, and NYSERDA provides no warranties, expressed or implied, for any product or services. The Ally's reliance upon warranties is limited to any warranties that may arise from, or be provided by, other Program participants, installation contractors,

vendors, etc.

(b) The Ally acknowledges that neither NYSERDA nor the Program Administrator are responsible for assuring that the design, engineering and installation of lighting equipment are proper or comply with any particular laws (including patent laws), codes, or industry standards. NYSERDA does not make any representations of any kind regarding the results to be achieved by the lighting project or the adequacy or safety of the lighting project.

7. Tax Liability

NYSERDA or the Program Administrator will not be responsible for any tax liability imposed on the Ally as a result of the payment of cash Incentives or Awards.

8. Miscellaneous

(a) This Agreement is the entire agreement between the parties and supersedes all other communications and representations.

(b) NYSERDA may exercise any or all of the rights of the Program Administrator, with or without notice, at any time at its election.

(c) The Program Administrator is not an agent of NYSERDA and is administering the Program as an independent contractor

9. Insurance

The Ally shall maintain general liability insurance coverage of at least \$1 million.

Small Commercial Lighting Program Ally Designer Participation Agreement

The New York Energy SmartSM Small Commercial Lighting Program (“SCLP” or “Program”) promotes effective, energy-efficient lighting solutions for small commercial spaces. SCLP provides lighting professionals with tools and resources to leverage the principals of effective, energy-efficient lighting design as a profitable business strategy.

REQUIREMENTS FOR PARTICIPATION AND RECEIPT OF INCENTIVES AND AWARDS ARE FULLY DESCRIBED IN PROCUREMENT OPPORTUNITY NOTICE (“PON”) 809 AND SHOULD BE REVIEWED PRIOR TO EXECUTING THIS AGREEMENT.

_____ (“Ally Designer”) agrees to participate with the New York State Energy Research and Development Authority (“NYSERDA”) in the Program. Ally Designer agrees to support the Program by promoting effective, energy-efficient lighting as an easy and desirable approach for organizations to improve their lighting environment and save energy resources. Ally Designer has participated in Program training and has read the Program materials, including PON 809, and agrees to abide by the requirements of the Program. The terms of the PON, this Participation Agreement, including its Terms and Conditions, collectively shall be referred to as the “Agreement.”

This Agreement is completely voluntary and can be terminated at any time for any reason by NYSERDA or the Ally Designer.

Pursuant to the Program, NYSERDA offers to the Ally Designer:

- ◆ **Training** to identify techniques that increase sales of efficient lighting systems.
- ◆ **Design tools.**
- ◆ **Promotional materials** such as Program literature.
- ◆ **Technical assistance** including phone support and limited on-site assistance.
- ◆ **Publicity** through the Program Website and case studies.

Pursuant to PON 809, NYSERDA will pay Incentives and Awards to Ally Designer for Qualifying Lighting Projects and other activities, which may include the following:

- ◆ **Cash Incentives** for developing Qualifying Lighting Designs, and for the installation of those designs as Qualifying Lighting Projects.
- ◆ **Cash Incentives** for employees who complete the National Council on Qualifications for the Lighting Professions (NCQLP) Lighting Certification (LC) Exam.
- ◆ **Cash Incentives** to reimburse a portion of the costs for Promotion and Marketing activities.

(NOTE: Cash incentives and awards under this Program may be taxable. Consult your tax advisor.)

Ally Designer agrees to promote the use of effective energy-efficient lighting designs to Ally Contractors and small commercial customers. Ally Designer further agrees to abide by the terms of the Agreement. Throughout its efforts, Ally Designer also agrees to the following:

- ◆ **Staff Involvement** - To designate at least one lighting specialist staff to participate in Program training events, to educate other staff on the benefits of effective, energy-efficient lighting designs, and to promote the Program;
- ◆ **Reporting on Lighting Projects Designed** - To report quarterly to NYSERDA the total number of lighting design projects completed, and the number of lighting design projects completed that meet **New York Energy \$martSM** Small Commercial Lighting Program design criteria; and
- ◆ **Accurately Representing the New York Energy \$martSM Small Commercial Lighting Program** and Ally Designer's relationship to NYSERDA.

NYSERDA may revoke the status of the Ally Designer if it does not meet all Program requirements or employ at least one Program-trained individual.

Accepted and Agreed to:

Ally Designer (Organization Name): _____

Signature: _____ Date: _____

Print Name: _____ Location: _____

Title: _____ Fed. Tax ID #: _____

08-20-03

Signature: _____ Designer ID #: _____
SCLP Program Administrator (assigned by the Program)

SMALL COMMERCIAL LIGHTING PROGRAM TERMS AND CONDITIONS for ALLIES

1. Incentive and Award Payments

NYSERDA shall pay the Incentives and Awards in accordance with and subject to the provisions of NYSERDA's Prompt Payment Policy after the Program Administrator has verified satisfactory conformance with Program requirements. The Prompt Payment Policy is available on NYSERDA's website at www.nyserda.org/stdforms.html.

2. Return of Incentive and Award Amounts

Ally agrees to return an Incentive or Award if, at any time, the Program Administrator learns that the Project as described in the Application was not completed in compliance with this Agreement.

3. Limited Scope of Review

The scope of review by NYSERDA and its Program Administrator of the eligible Projects is limited solely to determining whether Program conditions have been met for NYSERDA's Program purposes. It does not include any kind of safety, code or other review and the Ally shall not be entitled to rely upon NYSERDA's or its Program Administrator's review of the design and installation of the measures for any reason whatsoever.

4. Changes

(a) Aspects of the Small Commercial Lighting Program may be changed by NYSERDA at any time without notice. Approved Applications, however, will be processed to completion under the terms in effect at the time of the approval of the Application by the Program Administrator.

(b) NYSERDA reserves the right, for any reason, to stop accepting Incentive and Award Applications at any time without notice.

5. Indemnification

The Ally shall protect, indemnify, and hold harmless NYSERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to the performance of this Agreement. The obligations of the Ally under this section shall survive any expiration or termination of this Agreement.

6. No Warranties

(a) NYSERDA does not endorse, guarantee, or warrant any particular manufacturer or product, and NYSERDA provides no warranties, expressed or implied, for any product or services. The Ally's reliance upon warranties is limited to any warranties that may arise from, or be provided by, other Program participants, installation contractors, vendors, etc.

(b) The Ally acknowledges that neither NYSERDA nor the Program Administrator are responsible for assuring that the design, engineering and installation of lighting equipment are proper or comply with any particular laws (including patent laws), codes, or industry standards. NYSERDA does not make any representations of any kind regarding the results to be achieved by the lighting project or the adequacy or safety of the lighting project.

7. Tax Liability

NYSERDA or the Program Administrator will not be responsible for any tax liability imposed on the Ally as a result of the payment of cash Incentives or Awards.

8. Miscellaneous

(a) This Agreement is the entire agreement between the parties and supersedes all other communications and representations.

(b) NYSERDA may exercise any or all of the rights of the Program Administrator, with or without notice, at any time at its election.

(c) The Program Administrator is not an agent of NYSERDA and is administering the Program as an independent contractor

9. Insurance

The Ally shall maintain general liability insurance coverage of at least \$1 million.

**Small Commercial Lighting Program
Other Ally Participation Agreement**
(Not to be used by Ally Distributor,
Ally Contractor, or Ally Designer)

The **New York Energy \$martSM** Small Commercial Lighting Program (“SCLP” or “Program”) promotes effective, energy-efficient lighting solutions for small commercial spaces. SCLP provides lighting professionals with tools and resources to leverage the principals of effective, energy-efficient lighting design as a profitable business strategy.

REQUIREMENTS FOR PARTICIPATION AND RECEIPT OF INCENTIVES AND AWARDS ARE FULLY DESCRIBED IN PROCUREMENT OPPORTUNITY NOTICE (“PON”) 809 AND SHOULD BE REVIEWED PRIOR TO EXECUTING THIS AGREEMENT.

_____ (“Other Ally”) agrees to participate with the New York State Energy Research and Development Authority (“NYSERDA”) in the Program. Other Ally agrees to support the Program by promoting effective, energy-efficient lighting as an easy and desirable approach for organizations to improve their lighting environment and save energy resources. Other Ally has participated in Program training and has read the Program materials, including PON 809, and agrees to abide by the requirements of the Program. The terms of the PON, this Participation Agreement, including its Terms and Conditions, collectively shall be referred to as the “Agreement.”

This Agreement is completely voluntary and can be terminated at any time for any reason by NYSEDA or the Other Ally.

Pursuant to the Program, NYSEDA offers to the Other Ally:

- ◆ **Training** to identify techniques that increase sales of efficient lighting systems.
- ◆ **Design tools.**
- ◆ **Promotional materials** such as Program literature.
- ◆ **Technical assistance** including phone support and limited on-site assistance.
- ◆ **Publicity** through the Program Website and case studies.

Pursuant to PON 809, NYSEDA will pay Incentives and Awards to Other Ally for Qualifying Lighting Projects and other activities, which may include the following:

- ◆ **Cash Incentives** for active involvement with Ally Contractors in design and installation of Qualifying Lighting Projects.
- ◆ **Cash Incentives** for employees who complete the National Council on Qualifications for the Lighting Professions (NCQLP) Lighting Certification (LC) Exam.
- ◆ **Cash Incentives** to reimburse a portion of the costs for Promotion and Marketing activities.

(NOTE: Cash incentives and awards under this Program may be taxable. Consult your tax advisor.)

Other Ally agrees to increase the availability of effective energy-efficient lighting products and promote effective lighting designs to Ally Distributors, Ally Contractors, Other Program Allies and small commercial customers. Other Ally further agrees to abide by the terms of the Agreement. Throughout its efforts, Other Ally also agrees to the following:

- ◆ **Staff Involvement** - To designate at least one lighting specialist staff to participate in Program training events, to educate other staff on the benefits of effective, energy-efficient lighting designs, and to promote the Program; and
- ◆ **Accurately Representing the New York Energy \$martSM Small Commercial Lighting Program** and Other Ally's relationship to NYSERDA.

NYSERDA may revoke the status of the Other Ally if it does not meet all Program requirements or employ at least one Program-trained individual.

Accepted and Agreed to:

Other Ally (Organization Name): _____

Signature: _____ Date: _____

Print Name: _____ Location: _____

Title: _____ Fed. Tax ID #: _____

08-20-03

Signature: _____
SCLP Program Administrator

Ally ID #: _____
(assigned by the Program)

SMALL COMMERCIAL LIGHTING PROGRAM TERMS AND CONDITIONS for ALLIES

1. Incentive and Award Payments

NYSERDA shall pay the Incentives and Awards in accordance with and subject to the provisions of NYSERDA's Prompt Payment Policy after the Program Administrator has verified satisfactory conformance with Program requirements. The Prompt Payment Policy is available on NYSERDA's website at www.nyserda.org/stdforms.html.

2. Return of Incentive and Award Amounts

Ally agrees to return an Incentive or Award if, at any time, the Program Administrator learns that the Project as described in the Application was not completed in compliance with this Agreement.

3. Limited Scope of Review

The scope of review by NYSERDA and its Program Administrator of the eligible Projects is limited solely to determining whether Program conditions have been met for NYSERDA's Program purposes. It does not include any kind of safety, code or other review and the Ally shall not be entitled to rely upon NYSERDA's or its Program Administrator's review of the design and installation of the measures for any reason whatsoever.

4. Changes

(a) Aspects of the Small Commercial Lighting Program may be changed by NYSERDA at any time without notice. Approved Applications, however, will be processed to completion under the terms in effect at the time of the approval of the Application by the Program Administrator.

(b) NYSERDA reserves the right, for any reason, to stop accepting Incentive and Award Applications at any time without notice.

5. Indemnification

The Ally shall protect, indemnify, and hold harmless NYSERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to the performance of this Agreement. The obligations of the Ally under this section shall survive any expiration or termination of this Agreement.

6. No Warranties

(a) NYSERDA does not endorse, guarantee, or warrant any particular manufacturer or product, and NYSERDA provides no warranties, expressed or implied, for any product or services. The Ally's reliance upon warranties is limited to any warranties that may arise from, or be provided by, other Program participants, installation contractors, vendors, etc.

(b) The Ally acknowledges that neither NYSERDA nor the Program Administrator are responsible for assuring that the design, engineering and installation of lighting equipment are proper or comply with any particular laws (including patent laws), codes, or industry standards. NYSERDA does not make any representations of any kind regarding the results to be achieved by the lighting project or the adequacy or safety of the lighting project.

7. Tax Liability

NYSERDA or the Program Administrator will not be responsible for any tax liability imposed on the Ally as a result of the payment of cash Incentives or Awards.

8. Miscellaneous

(a) This Agreement is the entire agreement between the parties and supersedes all other communications and representations.

(b) NYSERDA may exercise any or all of the rights of the Program Administrator, with or without notice, at any time at its election.

(c) The Program Administrator is not an agent of NYSERDA and is administering the Program as an independent contractor

9. Insurance

The Ally shall maintain general liability insurance coverage of at least \$1 million.

Attachment B:
Multi-Site Partner Participation Agreement and Terms and Conditions

Small Commercial Lighting Program Multi-Site Partner Participation Agreement

The New York Energy \$martSM Small Commercial Lighting Program (“SCLP” or “Program”) promotes effective, energy-efficient lighting solutions for small commercial spaces. SCLP provides tools and resources to owners or lessees of small businesses with five or more locations to incorporate the principals of effective, energy-efficient lighting design as a profitable business strategy.

REQUIREMENTS FOR PARTICIPATION AND RECEIPT OF INCENTIVES AND AWARDS ARE FULLY DESCRIBED IN PROCUREMENT OPPORTUNITY NOTICE (“PON”) 809 AND SHOULD BE REVIEWED PRIOR TO EXECUTING THIS AGREEMENT.

_____ (“Multi-Site Partner”) agrees to participate with the New York State Energy Research and Development Authority (“NYSERDA”) in the Program. If selected as a demonstration site, Multi-Site Partner agrees to support the Program by promoting effective, energy-efficient lighting as an easy and desirable approach for organizations to improve their lighting environment and save energy resources. Multi-Site Partner has read the Program materials, including PON 809, and agrees to abide by the requirements of the Program. The terms of the PON, this Participation Agreement, including its Terms and Conditions, collectively shall be referred to as the “Agreement.”

This Agreement is completely voluntary and can be terminated at any time for any reason by NYSERDA or the Multi-Site Partner.

Pursuant to the Program, NYSERDA offers to the Multi-Site Partner:

- ◆ **Design Assistance** from lighting specialists to develop a model effective, energy-efficient lighting design for standard facility layouts and to develop a specification that can be used in multiple facilities.
- ◆ **Design tools.**
- ◆ **Technical assistance** including phone support and limited on-site assistance.
- ◆ **Promotional materials** such as Program literature.
- ◆ **Publicity** through the Program Website and case studies.

Pursuant to PON 809, NYSERDA will pay Incentives and Awards to Multi-Site Partner for Qualifying Lighting Projects and other activities, which may include the following:

- ◆ **Cash Incentives** for the installation of Qualifying Lighting designs.
- ◆ **Cash Incentives** for employees who complete the National Council on Qualifications for the Lighting Professions (NCQLP) Lighting Certification (LC) Exam.
- ◆ **Cash Incentives** to reimburse a portion of the costs for Promotion and Marketing activities.

(NOTE: Cash incentives and awards under this Program may be taxable. Consult your tax advisor.)

Multi-Site Partner agrees to promote the use of effective energy-efficient lighting designs and to allow the Program to publicize its participation. Multi-Site Partner further agrees to abide by the terms of the Agreement. Throughout its efforts, Multi-Site Partner also agrees to the following:

- ◆ **Staff Involvement** - To designate at least one lighting specialist staff to participate as Program liaison, to educate other staff as appropriate on the benefits of effective, energy-efficient lighting designs, and to promote the Program;
- ◆ **Maintaining Multi-Site Partner Status** - To complete at least one installation of effective, energy-efficient lighting upgrades per the Qualifying Lighting Design in a New York State facility within 3 months from the execution date of this Agreement;
- ◆ **Applying Program Criteria** - To collaborate with the Program's technical specialists in the design process and to adopt design enhancements, lighting specifications, and model lighting designs that are the result of that process;
- ◆ **Promoting the Program** - To allow the Program to publicize the Multi-Site Partner's participation and achievements in implementing effective, energy-efficient Lighting Design Projects, including use of the specifications, data and photographs associated with the Project;
- ◆ **Allowing Access** - To allow NYSERDA to make a reasonable number of post-installation follow-up visits to Project building spaces, to provide an opportunity to verify that the lighting improvements were installed properly and according to specifications and designs provided by the Program, and to gather information to determine the installation effectiveness for program evaluation purposes only; and
- ◆ **Accurately Representing the New York Energy SmartSM Small Commercial Lighting Program** and Multi-Site Partner's relationship to NYSERDA.

NYSERDA may revoke the status of the Multi-Site Partner if it does not meet all Program requirements or maintain a designated Program liaison on staff.

Accepted and Agreed to:

Multi-Site Partner (Organization Name): _____

Signature: _____ Date: _____

Print Name: _____ Location: _____

Title: _____ Fed. Tax ID #: _____

Signature: _____ Multi-Site Partner ID #: _____
SCLP Program Administrator (assigned by the Program)

SMALL COMMERCIAL LIGHTING PROGRAM TERMS AND CONDITIONS for MULTI-SITE PARTNERS

1. Incentive and Award Payments

NYSERDA shall pay the Incentives and Awards in accordance with and subject to the provisions of NYSERDA's Prompt Payment Policy after the Program Administrator has verified satisfactory conformance with Program requirements. The Prompt Payment Policy is available on NYSERDA's website at www.nysesda.org/stdforms.html.

2. Return of Incentive and Award Amounts

Multi-Site Partner agrees to return an Incentive or Award if, at any time, the Program Administrator learns that the Project as described in the Application was not completed in compliance with this Agreement.

3. Limited Scope of Review

The scope of review by NYSERDA and its Program Administrator of the eligible Projects is limited solely to determining whether Program conditions have been met for NYSERDA's Program purposes. It does not include any kind of safety, code or other review and the Multi-Site Partner shall not be entitled to rely upon NYSERDA's or its Program Administrator's review of the design and installation of the measures for any reason whatsoever.

4. Changes

(a) Aspects of the Small Commercial Lighting Program may be changed by NYSERDA at any time without notice. Approved Applications, however, will be processed to completion under the terms in effect at the time of the approval of the Application by the Program Administrator.

(b) NYSERDA reserves the right, for any reason, to stop accepting Incentive and Award Applications at any time without notice.

5. Indemnification

The Multi-Site Partner shall protect, indemnify, and hold harmless NYSERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to the performance of this Agreement. The obligations of the Multi-Site Partner under this section shall survive any expiration or termination of this Agreement.

6. No Warranties

(a) NYSERDA does not endorse, guarantee, or warrant any particular manufacturer or product, and NYSERDA provides no warranties, expressed or implied, for any product or services. The Multi-Site Partner's reliance upon warranties is limited to any

warranties that may arise from, or be provided by, other Program participants, installation contractors, vendors, etc.

(b) The Multi-Site Partner acknowledges that neither NYSERDA nor the Program Administrator are responsible for assuring that the design, engineering and installation of lighting equipment are proper or comply with any particular laws (including patent laws), codes, or industry standards. NYSERDA does not make any representations of any kind regarding the results to be achieved by the lighting project or the adequacy or safety of the lighting project.

7. Tax Liability

NYSERDA or the Program Administrator will not be responsible for any tax liability imposed on the Multi-Site Partner as a result of the payment of cash Incentives or Awards.

8. Miscellaneous

(a) This Agreement is the entire agreement between the parties and supersedes all other communications and representations.

(b) NYSERDA may exercise any or all of the rights of the Program Administrator, with or without notice, at any time at its election.

(c) The Program Administrator is not an agent of NYSERDA and is administering the Program as an independent contractor

9. Insurance

The Multi-Site Partner shall maintain general liability insurance coverage of at least \$1 million.

ATTACHMENT D
NEW YORK ENERGY \$MARTSM SMALL COMMERCIAL LIGHTING PROGRAM
MULTI-SITE PARTNER PROJECT INCENTIVES APPLICATION FORM

SECTION 1. APPLICANT INFORMATION

Business Name of Multi-Site Partner _____ Contact Name _____
 Address _____ Phone _____
 City _____ State _____ Zip + 4 _____ - _____ Fax _____
 Federal Tax ID # _____ Multi-Site Partner ID# _____ E-mail _____

SECTION 2. PROJECT SITE INFORMATION

Building / Project Name _____ Contact Name _____
 Building / Project Address _____ Phone _____
 City _____ State _____ Zip + 4 _____ - _____ Fax _____
Square Footage of Project _____

Electric Utility Provider:
 Rochester Gas and Electric New York State Electric & Gas Corp. Consolidated Edison Company
 Niagara Mohawk Power Corp. Central Hudson Gas & Electric Corp. Orange and Rockland Utilities

Will other NYSEERDA program incentives be applied for under this project? No Yes

If yes, which Program? _____ PON # _____

Was this lighting project installed by an Ally Contractor with the Small Commercial Lighting Program? No Yes

If yes, please provide the Ally Contractor company name and location: _____

Were the lighting products used in this project provided by an Ally Distributor with the Small Commercial Lighting Program? No Yes

If yes, please provide the Ally Distributor company name and location: _____

SECTION 3. WHICH OF THE FOLLOWING BEST DESCRIBES THIS LIGHTING PROJECT? (Check one)

Remodel/renovation in an existing building (1) New equipment for new occupancy (3)
 New equipment for expanding operation (2)

SECTION 4. REQUIRED SUPPORTING DOCUMENTATION CHECKLIST

Project Information Worksheet Equipment invoices
 Project Information Worksheet Summary (if performed on-line) Fixture/Equipment specification sheets (cutsheets)

Projects must be between 1,000 sq. ft. and approximately 25,000 sq. ft. to qualify

SECTION 5. CERTIFICATION STATEMENT

I certify that all information provided in this application, including all items required by Section 4, is true and complete. It is understood that the Terms and Conditions included in the Multi-Site Partner Participation Agreement apply to this application. I further certify that I have met all of the requirements applicable to the requested incentive.

Applicant Signature _____ Date _____

Send completed form to: **New York Energy \$martSM Small Commercial Lighting Program**
 c/o ICF Consulting
 2021 Western Avenue, Suite 104
 Albany, New York 12203

Reserved for Program Administration use only

Project reviewed by: _____ Date ___/___/___	Administrator authorization by _____ Date ___/___/___
Authorized incentive \$ _____	Application reference number _____

ATTACHMENT E
NEW YORK ENERGY SMARTSM SMALL COMMERCIAL LIGHTING PROGRAM
DEMONSTRATION PROJECT AWARD APPLICATION FORM

SECTION 1. APPLICANT INFORMATION	
Business Name of Applicant _____	Contact Name _____
Applicant Address _____	Phone _____
City _____ State ____ Zip + 4 _____ - _____	Fax _____
Federal Tax ID # _____ Ally ID # _____	E-mail _____
SECTION 2. CO-APPLICANT INFORMATION (If award is to be shared with another Ally)	
Business Name of Co-Applicant _____	Contact Name _____
Co-Applicant Address _____	Phone _____
City _____ State ____ Zip + 4 _____ - _____	Fax _____
Federal Tax ID # _____ Ally ID # _____	E-mail _____
SECTION 3. PROJECT INFORMATION	
Building/Project Name _____	Contact Name _____
SECTION 4. AWARDS AVAILABLE	
Demonstration Project Award \$1,500	
<p>Projects must be between 5,000 sq. ft. and approximately 25,000 sq. ft. and meet all 6 project design criteria to qualify <i>Note: If joint application by two Allies, the \$1,500 award will be split equally.</i></p>	
SECTION 5. REQUIRED SUPPORTING DOCUMENTATION CHECKLIST	
<input type="checkbox"/> Consent to Access and Publicize Agreement	
SECTION 6. CERTIFICATION STATEMENT	
I certify that all information provided in this application is true and complete. It is understood that the Terms and Conditions included in the Ally Participation Agreement apply to this application. I further certify that I have met all of the requirements applicable to the requested Award.	
Applicant Signature _____	Date _____
Co-applicant Signature (if applicable) _____	Date _____
<p>Send completed form and project documentation to: New York Energy SmartSM Small Commercial Lighting Program c/o ICF Consulting 2021 Western Avenue, Suite 104 Albany, New York 12203</p>	
Reserved for Program Administration use only	
Project Manager _____ Date ____/____/____	Payment Administrator authorization _____
NYSERDA Program Manager _____ Date ____/____/____	Application reference number _____
Authorize award \$ _____ Date ____/____/____	Consent to Access Agreement attached _____



New York Energy SmartSM
Small Commercial Lighting Program
Consent to Access and Publicize Agreement

The New York Energy SmartSM Small Commercial Lighting Program ("SCLP" or "Program") promotes effective, energy-efficient lighting solutions for small commercial spaces. SCLP provides lighting professionals with tools and resources to leverage the principals of effective, energy-efficient lighting design as a profitable business strategy.

I agree to give permission for Program Representatives to access my premises located at

_____. The purpose of this visit is to verify for evaluation purposes that the project meets Program guidelines and/or to gather information for publicity purposes and to take photographs for promotional purposes. I agree that Program Representatives shall have the right to use information concerning the installation and operation of the lighting system installed through the Program, including specifications, data and photographs, in the promotion and marketing of the Program and other NYSEDA programs. This includes permission to reproduce the photographs and to post photographs on the Program web site and to allow web site visitors to download and use reproductions of those photographs as they wish. I understand that the visit will be scheduled at a time convenient to me.

I understand that not all installations will be publicized.

I understand that NYSEDA does NOT make any warranty or representation of any kind regarding installation or implementation for any products or services associated with the aforementioned lighting installation, the results to be achieved by the installation, or its adequacy or safety. Reliance upon warranties is limited to any warranties that arise from, or are provided by installation contractors, vendors, manufacturers or sub-contractors.

I understand that neither NYSEDA nor its Program Representatives are responsible for assuring that the design, engineering and installation of lighting equipment are proper or comply with any particular laws (including patent laws), codes, or industry standards.

I release NYSEDA and its Program Representatives from all claims and liability relating to the lighting project or promotional activities.

Name

()
Telephone Number

Signature

Date

Return this Consent to Access and Publicize Agreement to:

New York Energy SmartSM Small Commercial Lighting Program
c/o ICF Consulting
2021 Western Avenue, Suite 104
Albany, NY 12203
Fax: (518) 452-2149

ATTACHMENT F
NEW YORK ENERGY \$MARTSM SMALL COMMERCIAL LIGHTING PROGRAM
HOSTING PROGRAM TRAINING INCENTIVE APPLICATION FORM

SECTION 1. APPLICANT INFORMATION

Ally Distributor _____ Contact Name _____
 Business Address _____ Phone _____
 City _____ State ____ Zip + 4 _____ - _____ Fax _____

Federal Tax ID # _____ Ally Distributor ID # _____ E-mail _____

SECTION 2. AFTER HOURS CONTACT INFORMATION (if different from above)

Contact Name _____ Contact Phone _____
 Mailing Address _____ City _____ State ____ Zip _____

SECTION 3. INCENTIVE REQUESTED

Distributor Representative Name _____
 Number of non-Ally Contractor Organizations Attending Training: _____

Incentive Amount Requested \$ _____ (\$500 for first 10 non-Ally contractor organizations represented, plus \$25 for each additional non-Ally contractor organization represented, up to a maximum of 50 non-Ally contractor organizations or \$1,500)

SECTION 4: TRAINING SPACE INFORMATION

Dimensions of Meeting Space _____ Maximum Number of Seated Occupants _____
 Building/Facility Location _____ City _____ State _____

Audio/visual equipment available Refreshments to be provided (by whom?)
 List types _____ Beverages: _____
 _____ Food: _____

Hours of operation (weekdays) _____
 Weekend hours _____
 Suggested dates and times (list in order of preference):

Advanced Technical Training Requested Yes No
 How do you intend to publicize these training events?

Are these training events part of regular meetings? Yes No

SECTION 5. CERTIFICATION STATEMENT

I certify that all information provided in this application is true and complete. It is understood that the Terms and Conditions included in the Ally Participation Agreement apply to this application. I further certify that I have met all of the requirements applicable to the requested incentive.

Applicant Signature _____ Date _____

Send completed form to:
New York Energy \$martSM Small Commercial Lighting Program
 c/o ICF Consulting
 2021 Western Avenue, Suite 104
 Albany, New York 12203

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Account Manager _____ Pre-event Review ___/___/___	Application reference number _____
Project Manager _____ Pre-event Authorize ___/___/___	Number of attendees _____ Training Date ___/___/___
Account Manager _____ Post-event Review ___/___/___	Authorized incentive \$ _____
Project Manager _____ Post-event Authorize ___/___/___	NYSERDA Payment Request by _____ Date ___/___/___

ATTACHMENT H
NEW YORK ENERGY \$MARTSM SMALL COMMERCIAL LIGHTING PROGRAM
PROMOTION/MARKETING INCENTIVES APPLICATION FORM

SECTION 1. APPLICANT INFORMATION

Business Name of Applicant _____
 Applicant Address _____
 City _____ State ___ Zip + 4 _____ - _____
 Federal Tax ID # _____
 Ally or Multi-Site Partner ID # _____

Contact Name _____
 Phone _____
 Fax _____
 E-mail _____

SECTION 2. ADVERTISING PROGRAM INFORMATION

Program or Campaign Title _____

Program or Campaign Contact (if different from above): _____

Phone _____ Email _____

For Print Advertisements:

Name of Publication _____
 "Yellow Pages" type directory listing, print
 "Yellow Pages" type directory listing, online
 Other print medium (describe) _____

For Billboards or POP Displays:

Location _____
 Billboard
 POP display or other signage

Frequency/Period: Number of placements _____

Fixed time period _____

Date(s) ad will appear: _____

Expected reach: _____

Total Cost \$ _____

SECTION 3. REQUIRED SUPPROTING DOCUMENTATION CHECKLIST

This application is for (check one)

Pre-approval of advertising copy

Payment of incentive (pre-approval required)

All advertising for which an incentive is requested must be pre-approved by NYSERDA no later than four (4) weeks prior to deadline or closing date.

If your advertising is approved, this form can then be used to apply for the incentive.

For Pre-Approval, enclose:

a copy of the advertisement as it will appear

For Incentive Payment, enclose:

- a tear-sheet or other copy of the advertisement as it appeared in the publication described above
- a copy of the invoice and current rate card from the publication or media company in which whose media the advertisement ran,
- the pre-approval on this form.

SECTION 4. CERTIFICATION STATEMENT

I certify that all information provided in this application, including all items required by Section 3, is true and complete. It is understood that the Terms and Conditions included in the Ally Participation Agreement apply to this application. I further certify that I have met all of the requirements applicable to the requested incentive.

Applicant Signature _____

Date _____

Send completed form and attachments to: **New York Energy \$martSM** Small Commercial Lighting Program
 c/o ICF Consulting
 2021 Western Avenue, Suite 104
 Albany, New York 12203

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Pre-Approval

Project Manager _____ Date ___/___/___

NYSERDA Program Manager _____ Date ___/___/___

Incentive Approval

Authorized award \$ _____ Date ___/___/___

Payment Administrator authorization _____

Application reference number _____