



### *Lighting Distributor Instant Rebate Program*

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### I. Program Overview

*The Hawai'i Public Utilities Commission has contracted with Leidos, Inc. to administer the Hawai'i Energy Program. The Hawai'i Energy program is the ratepayer-funded conservation and efficiency program serving the islands of Hawai'i, Lana'i, Maui, Moloka'i and O'ahu. Throughout this application and all appendices any reference to "Hawai'i Energy" shall mean Leidos, Inc. as an administrator to the Hawai'i Public Utilities Commission.*

### II. Program Contact

If you have questions, call us at 839-8880 (Oahu) or toll-free at 1-877-231-8222 or email [Keith.T.Block@leidos.com](mailto:Keith.T.Block@leidos.com) or [Desiree.Sumaoang@leidos.com](mailto:Desiree.Sumaoang@leidos.com)

### III. Application Instructions and Requirements

If you would like to enroll in the Lighting Distributor Instant Rebate Program, you must first register as a **Clean Energy Ally** at [HawaiiEnergy.com/CEA](http://HawaiiEnergy.com/CEA). You must also complete this application and submit a signed copy to: Hawai'i Energy, 45 N. King St., Suite 500, Honolulu, Hawai'i 96817 OR email to: [Desiree.Sumaoang@leidos.com](mailto:Desiree.Sumaoang@leidos.com) and [Keith.T.Block@leidos.com](mailto:Keith.T.Block@leidos.com).

Upon acceptance, Hawai'i Energy will provide written notification that you have been approved as a Hawai'i Energy Clean Energy Ally in our Lighting Distributor Instant Rebate Program.



### IV. Lighting Distributor Instant Rebate Program Application

1. Complete all information below.

Distributor Information:			
Company Name:			
Mailing Address:			
City:		State:	Zip:
Contact Name:		Title:	
Email:		Fax:	
Phone (office):		Phone (mobile):	

2. Submit a list of all participating sales offices, grouped by island consistent with the template below in electronic format (i.e., Excel is preferred). For mainland offices, use N/A for Island.

Sales Office Template:						
Island	Office Name	Office #	Address	City	State	ZIP

3. Complete information related to Rebate Payments.

Payments shall be made to:			
Company Name:			
Mailing Address:			
City:		State:	Zip:
Contact Information (should questions arise):			
Name:		Title:	
Email:		Fax:	
Phone (office):		Phone (mobile):	



#### 4. Read and sign:

By signing below, each entity acknowledges that it has read and agrees to be legally bound by this application, Appendix A Hawai'i Energy's Lighting Distributor Instant Rebate Program Rules ("Rules") and Hawai'i Energy Branding Guidelines. Each entity understands that the Rules are subject to change. Hawai'i Energy will make commercially reasonable efforts to provide advance notification of any changes.

<b>Distributor:</b>	
Company Name:	
<b>Authorized Signature:</b>	
Sign:	Title:
Print Name:	Date:



### V. APPENDIX A HAWAI'I ENERGY LIGHTING DISTRIBUTOR INSTANT REBATE PROGRAM RULES PY21 (July 1, 2021 – June 30, 2022)

#### 1) Distributor:

- a. **Hawai'i Energy Clean Energy Ally Status:** In order to enroll as a distributor in Hawai'i Energy's commercial Lighting Distributor Instant Rebate Program ("Instant Rebate Program"), lighting distributors must create a Clean Energy Ally account, submit a completed Clean Energy Ally Application online (found here at <https://hawaiienergy.com/cea>), and remain in good standing within Hawai'i Energy's Clean Energy Ally program.
- b. **Distributor Qualification as an Established Business Entity:** Distributor must qualify under one of the following:
  - i. Physical presence in the State of Hawai'i, defined as being registered and meeting all requirements to operate a business in the State of Hawai'i and having the equivalent of one full-time employee with residence established in the State of Hawai'i.
  - ii. Actively engaged in business as a wholesale lighting products distributor, selling products in the United States of America or its territories for at least one year.

2) **End Users:** Eligible end-users are commercial (non-residential) electric ratepayers on Hawai'i, Lana'i, Maui, Moloka'i and/or O'ahu as defined by zip code. Rebates will not be paid for product destined for end-users outside of eligible territory. Product sold under this program must be installed in a commercial application. In the case of multi-family residential properties, only product installed in common areas are eligible for rebates under this commercial program. Product installed inside residential units may qualify for rebates under a different program – contact Hawai'i Energy for more information. Distributors are ultimately responsible for compliance with these requirements.

3) **Qualifying Products:** All products must meet Hawai'i Energy technical requirements including being listed – except where not applicable - by either: ENERGY STAR®, LED Lighting Facts, or Design Lights Consortium (DLC). Refer to the Lighting Incentive Summary Sheet found here, <https://hawaiienergy.com/for-businesses/incentives/lighting> for current rebate amounts.

4) **Type of Project:** Sales under this program are for retrofits only. New construction projects will be handled via a customized application. Please contact Desiree Sumaoang at [Desiree.Sumaoang@leidos.com](mailto:Desiree.Sumaoang@leidos.com) or Keith Block at [Keith.t.block@leidos.com](mailto:Keith.t.block@leidos.com) for assistance with a customized project.



- 5) **Minimum Customer Contribution requirement:** In order to qualify for a rebate under this Instant Rebate Program, a Minimum Customer Contribution (“MCC”) of \$0.50 per lamp, tube or sensor is required. Fixtures require a \$5.00 MCC. The MCC is defined as the final net cost to the purchaser (distributor’s customer) after all rebates, incentives, discounts and promotions are applied.
- 6) **Sales Forecast:** Upon acceptance into the Instant Rebate Program, distributor (“Distributor”) must submit a sales forecast to Hawai'i Energy based upon product mix and rebate level. The Distributor will be required to submit this forecast monthly, along with the previous month’s payment request.
- 7) **Instant Rebate Program Subject to Modification:** Hawai'i Energy reserves the right to modify the Instant Rebate Program and Rules at any time, including but not limited to qualifying products list, rebate structure and/or its rebate amounts. Hawai'i Energy will make commercially reasonable efforts to provide Distributor with advance written notice.
- 8) **Availability of Rebate Funds:** Rebates are subject to the availability of funds. Payment of rebates is not guaranteed.
- 9) **One Rebate per Product:** The Instant Rebate Program is intended as a discount for qualifying energy efficient products with no rebates provided through any other offering by Hawai'i Energy or any other utility sponsored program. Distributors are prohibited from offering Products that are provided a rebate under the Instant Rebates Program to customers or contractors purchasing items that will be used to apply for other Hawai'i Energy offerings such as the Energy Advantage program or the conventional rebate application process.
- 10) **Rebate Schedule:** Current rebate amounts are found on the Lighting Incentive Summary Sheet available on Hawai'i Energy’s website at <https://hawaiienergy.com/for-businesses/incentives>
- 11) **Federal Tax ID of Payee/Taxability:** As part of the rebate application process, Hawai'i Energy is required to comply with IRS reporting requirements. In order for the program to meet these requirements, the Distributor must submit IRS form W-9 initially with their application and at the beginning of every calendar year. It is understood that based on your tax status and rebate amount, the Distributor may receive IRS Form 1099 from Leidos, Inc. showing tax eligible rebate/incentive amounts. It is further advised, that you consult your tax advisor concerning the taxability of rebates. Leidos, Inc. and the Hawai'i Energy Program are not responsible for any taxes that may be imposed on the Distributor, purchaser, end-user nor any other party as a result of the payment of any rebate.
- 12) **Rebate Transaction:** The rebate transaction must be conducted in such a way as to allow for the collection of information about the end-user name, end-user address, qualifying product material description, quantity purchased, the rebate amount, the location of the transaction and the purchaser. Hawai'i Energy will provide an approved payment template on which to submit all information. Hawai'i Energy may update the template periodically throughout the program year.



- 13) **Product Returns:** In the event that Product is returned to Distributor for which Hawai'i Energy provided rebates, Distributor is responsible for:
- Reporting the return to Hawai'i Energy through the transaction report process described above; and
  - Refunding to Hawai'i Energy the value of the rebates received by the Distributor in conjunction with the initial sale of the Product being returned. The refund may be included on subsequent transaction report submittals.
- 14) **Installation Verification and On-Site Inspections:** Rebates under the Instant Rebate Program are provided to produce energy savings. Thus, in order to qualify for a rebate, products must be installed within 60 days of the purchase date and remain installed for the expected life of the product. The distributor must inform purchaser that upon request Hawai'i Energy may require an on-site inspection with access to all areas where product has been installed. Hawai'i Energy also reserves the right to contact purchasers, installers, end-users and other third-parties directly, without prior notification to the Distributor, to verify installation through whatever means Hawai'i Energy deems appropriate. In order to expedite rebate payments in situations likely to trigger extra scrutiny, the Distributor should contact Hawai'i Energy as far in advance as possible to develop a plan to collect and submit information to Hawai'i Energy which substantiates proper installation and usage of products per the requirements herein. Without proactive efforts by the Distributor in advance of monthly rebate invoicing, rebate claims requiring extra scrutiny will likely be delayed in processing. Furthermore, until adequate proof of installation is obtained, Hawai'i Energy may not be able to approve rebate payment.
- 15) **Rebate Payment:** Distributor will invoice Hawai'i Energy by the 10<sup>th</sup> day of each month for all rebates issued during the previous month via the Hawai'i Energy Instant Rebate Submittal Template. Actual invoices do not need to be submitted with the payment request, but must be kept on file for a period of three (3) years and submitted to Hawai'i Energy upon request. Hawai'i Energy will make commercially reasonable efforts to pay the Distributor within 45 days from receipt of all required documentation including that which is requested by Hawai'i Energy based on review of the invoice. Such documentation may include, but is not limited to, proof of product being installed per the requirements of this instant rebate program. Submit payment requests to [HEmidstream@leidos.com](mailto:HEmidstream@leidos.com).
- Failure to submit by the 10th day of each month may result in significant delays in payment or rejection of submittal.
- 16) **Notification to Purchaser of Hawai'i Energy Rebate:** Distributor is required to notify the purchaser at time of sale that product pricing was subsidized by a Hawai'i Energy Instant Rebate. This notification must, at a minimum, be provided on the invoice to the purchaser.
- 17) **Branding Guidelines for Point-of-Purchase (POP) and Public-Facing Materials:** If Distributor produces Point-of-Purchase ("POP") or other public-facing materials referencing or incorporating Hawai'i Energy's name and logo, it must conform to Hawai'i Energy's Branding Guidelines. Please download branding guidelines at



<https://hawaiienergy.com/cea>. If you have questions, please contact Hawai'i Energy's Marketing & Communications Department at [hawaiienergy@leidos.com](mailto:hawaiienergy@leidos.com).

- 18) **Not an Agent of Hawai'i Energy:** Distributor is not, and shall not represent itself to be, an agent of Hawai'i Energy.
- 19) **Publicity:** The program reserves the right to publicize participation in the Program for promotional purposes unless the Distributor submits a written request to the Program requesting anonymity.
- 20) **Proposals Offered by Distributor:** Distributor may submit proposals (i.e., new measures, modified rebate levels, marketing, etc.) to Hawai'i Energy for consideration at any time, provided they include specific activities, timeline and cost (i.e., start/end date, milestones, etc.). Hawai'i Energy may accept or decline proposals at its sole discretion.
- 21) **Term:** The term of participation will start on the date of Hawai'i Energy's acceptance of Distributor into the Instant Rebate Program and end on the Program Year end-date on the Lighting Distributor Instant Rebate Program Application. Hawai'i Energy in its sole discretion may extend the term to the following program year by providing written notice to the Distributor prior to expiration of the term.
- 22) **Termination or Suspension of Distributor:** Hawai'i Energy may terminate or suspend the Distributor's participation with the Instant Rebate Program, with or without cause, by providing fifteen (15)-day advance written notice to the Distributor. In that event, Hawai'i Energy will accept rebate payment requests for thirty (30) days following the date of notice.
- 23) **Distributor Withdrawal from the Instant Rebate Program:** Distributor may withdraw from the Instant Rebate Program, with or without cause, by providing a thirty (30)-day advance written notice.
- 24) **Indemnification:** Distributor will indemnify, defend and hold harmless Hawai'i Energy, the Program Administrator, the State of Hawai'i and its directors, officers, employees, contractors and agents (collectively, "Indemnified Parties") from and against claims of any kind or legal suits arising out of or related to the Distributor's participation in this program, unless the claims or suits are caused solely by the action or inaction of the Indemnified Parties.
- 25) **Limitation of Liability:** Except to the extent of the indemnity obligations herein, in no event shall any party be liable for any special, indirect, incidental, consequential, punitive, or exemplary damages. Hawai'i Energy's total liability under this Instant Rebate Program shall be limited to paying the program rebates as set forth herein but only if and as such rebates become due and payable pursuant to these program rules and provided that Distributor has complied with all of the requirements contained in these program rules.





26) **No Hawai'i Energy Warranties:** Distributor understands and agrees that Hawai'i Energy makes no warranties concerning Distributor's products and Hawai'i Energy is not responsible for damages, injuries nor expenses of any kind alleged or incurred by Distributor or any third-parties, including but not limited to purchasers, installers and end-users of Distributor's products, arising from or related to Distributor's product performance, energy efficiency, materials and/or installation, express or implied, including warranties of merchantability or fitness for a particular purpose. Distributor shall make no statements, representations or claims to any third-parties inconsistent with the above.