

New Buildings Program Ally

New Buildings I Program Ally Enrollment I 571D



OVERVIEW AND ELIGIBILITY

Energy Trust's energy-efficiency programs provide incentive funding and technical assistance to support Oregon energy-efficiency projects in the utility service areas of Portland General Electric, Pacific Power, NW Natural Gas, and Cascade Natural Gas. Visit our website at www.energytrust.org for more information. Energy Trust provides tools, trainings, and informational resources to enable our Program Allies to help their clients better understand Energy Trust's programs and access Energy Trust incentives.

If you are an architecture or engineering firm, design consulting company, or property developer committed to incorporating energy-efficiency into the professional consulting or property development services that you provide to New Commercial Construction and Major Renovation project owners located in Energy Trust's territory, we invite you to apply to become a New Buildings Program Ally using this **Form 571D**. To apply, you must:

- (1) Submit the completed and signed **Form 571D** application, along with all required documentation, including certificates of insurance that meet the minimum insurance requirements (see **Section 5** below)
- (2) Attend an Energy Trust "New Buildings Program Ally" introductory orientation. You will be contacted to schedule this orientation once your application has been submitted and reviewed.

Please submit this completed form along with all required documentation to info@energytrust.org in an email with the subject "New Buildings Program Ally Application." Energy Trust will not review any submitted application until we have received all required information. Following our review, you will be contacted to schedule the New Buildings introductory orientation. After your orientation is complete we will notify you in writing of our decision. If approved, we will email you a **New Buildings Program Ally—Application Approval Notice** notifying you of your New Buildings Program Ally status.

SECTION 1: APPLICANT INFORMATION

COMPANY NAME (AS SHOWN ON APPLICANT'S LAST INCOME TAX RETURN)		YEARS IN BUSINESS	
YEARS UNDER CURRENT OWNERSHIP	NUMBER OF OREGON EMPLOYEES (FTE)	WEBSITE	
CONTACT NAME		TITLE	
PLEASE LIST THE INDIVIDUAL WHO WILL SERVE AS THE PRIMARY POINT OF CONTACT FOR ENERGY TRUST. IF APPROVED, THIS PERSON WILL RECEIVE UPDATES REGARDING THE PROGRAM AND THE INFORMATION PERTAINING TO THE COMPANY'S STATUS AS A NEW BUILDINGS PROGRAM ALLY.			
ADDRESS		CITY	STATE
MAILING ADDRESS (IF DIFFERENT)		CITY	STATE
OFFICE TELEPHONE		MOBILE	FAX
EMAIL ADDRESS (REQUIRED FOR NOTICES AND REGULAR UPDATES)			

If your company has multiple business locations, please attach a list of Oregon locations, addresses, contact people, email addresses, etc.

If approved as a New Buildings Program Ally, the company written above may be listed as a New Buildings Program Ally, for the specific Category set forth herein, on Energy Trust's website unless notified otherwise.

RETURN FORM TO
Info@energytrust.org

421 SW Oak Street, #300, Portland OR 97204
1.503.459.4070 **telephone** 503.200.1207 **fax**
info@energytrust.org **email**

Which best describes your firm?		
<input type="checkbox"/> Property Developer	<input type="checkbox"/> Green Building Consultant	<input type="checkbox"/> Commissioning Provider
<input type="checkbox"/> Architecture Firm	<input type="checkbox"/> Energy Consulting	<input type="checkbox"/> Other
<input type="checkbox"/> Engineering Firm	<input type="checkbox"/> Building Design and/or Specification	(Specify _____)
Services Offered (check all that apply)		
<input type="checkbox"/> Integrated Design	<input type="checkbox"/> Electrical Systems Design	<input type="checkbox"/> Design Charrette Facilitation
<input type="checkbox"/> Interior Design/ Architecture	<input type="checkbox"/> Plumbing Systems Design	<input type="checkbox"/> Green Building Consulting
<input type="checkbox"/> Lighting Design	<input type="checkbox"/> Commissioning	<input type="checkbox"/> Other
<input type="checkbox"/> Daylighting Design	<input type="checkbox"/> Energy Analysis/Modeling	(Specify _____)
<input type="checkbox"/> Mechanical Systems Design		
Markets Served (check all that apply)		
<input type="checkbox"/> General Commercial & Industrial	<input type="checkbox"/> Grocery	<input type="checkbox"/> Religious
<input type="checkbox"/> Office	<input type="checkbox"/> Retail	<input type="checkbox"/> Government
<input type="checkbox"/> Higher Education	<input type="checkbox"/> Multifamily	<input type="checkbox"/> Healthcare
<input type="checkbox"/> K-12 Schools	<input type="checkbox"/> Lodging	<input type="checkbox"/> Other
<input type="checkbox"/> Restaurants		(Specify _____)

SECTION 2: REFERENCES AND PROJECT DESCRIPTIONS

Applicant must demonstrate to Energy Trust's satisfaction that it has provided professional consulting or property development services to at least **three** new construction, major renovation, addition, or tenant build-out, energy-efficiency projects located in Oregon. Applicant understands and agrees that Energy Trust may contact the listed project owners for references. The information included for the Project Description must be sufficient for Energy Trust to understand the energy efficiency components of the project and Applicant's role. To complete this **Section 2**, Applicant can either:

(i) Complete the boxes below with information for the applicant's three reference projects; or

(ii) Attach a separate Statement of Qualifications for the applicant's three reference projects, including the Project Name, Project Description and complete contact information (name, email, phone number(s), address) for the primary contact on the project

1	Company	Project Name
	Contact	Project Description (Approx. 200 words)
	Phone	
	Email	
2	Company	Project Name
	Contact	Project Description (Approx. 200 words)
	Phone	
	Email	
3	Company	Project Name
	Contact	Project Description (Approx. 200 words)
	Phone	
	Email	

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SECTION 3: NEW BUILDINGS PROGRAM PROJECTS

Has Applicant provided its services to a project that has participated in Energy Trust's New Buildings program? If YES, Energy Trust may contact you to request additional information.

☐ YES

☐ NO

SECTION 4: LICENSES, CERTIFICATIONS, AND ACCREDITATIONS

Please list relevant licenses, certifications and accreditations held by Applicant and/or individuals employed by Applicant. List license numbers and expiration dates if applicable. Examples include but are not limited to: number of LEED® Accredited Professionals, Professional Engineers and/or Licensed Architects, at Applicant's business.

Name(s) of Individual(s)	Certification/Accreditation	Exp. Date (m/d/yr)	License #
		/ /	
		/ /	
		/ /	
		/ /	
		/ /	

If your company has any of the following certifications from The Office for Business Inclusion and Diversity (COBID), please fill out the information below:

- Disadvantaged Business Enterprise (DBE)
- Emerging Small Business (ESB)
- Minority Business Enterprise (MBE)
- Women Business Enterprise (WBE)

Certification/Accreditation	Exp. Date (m/d/yr)	License #
	/ /	
	/ /	
	/ /	
	/ /	

SECTION 5: MINIMUM INSURANCE REQUIREMENTS

To apply to become a New Buildings Program Ally for the specific Category indicated on this **Form 571D**, Applicant must demonstrate to Energy Trust that Applicant has, and shall maintain the following minimum insurance:

(i) State-required **Workers' Compensation** insurance;

(ii) **Occurrence-based Commercial General Liability** (including contractual liability coverage) with not less than \$1,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of not less than \$1,000,000. Applicant's Commercial General Liability policy must include (i) an "additional insured" provision providing that Energy Trust of Oregon, Inc, and its directors, officers and employees are included as an Additional Insured, and (ii) a cross liability or separation of insured clause, and (iii) and acknowledgement that in the event of a loss, Program Ally's insurance shall be primary. The submitted certificate for this policy must clearly indicate Energy Trust's status as an additional insured;

(iii) **Professional Liability (Errors and Omissions)*** insurance with not less than \$1,000,000 per claim, with an annual aggregate limit of not less than \$1,000,000; and

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- (iv) Adequate levels of **Automobile Liability** insurance coverage for any vehicles used by Applicant to perform its work.
- Applicant must submit **Certificates of Insurance**, naming Energy Trust of Oregon, Inc. as a certificate holder, along with this **Form 571D** application showing proof of insurance for the Workers Compensation, Commercial General Liability, and Professional Liability coverages, as described above.
 - In addition, if Applicant is approved as a **New Buildings Program Ally**, Applicant must also submit such certificates of insurance (proof of the required Workers Compensation, Commercial General Liability, Professional Liability) on an ongoing basis. Energy Trust may require that such ongoing certificates be sent directly to a third party insurance certificate tracking contractor. See Terms and Conditions for Participation for more information.

** If Applicant is a property developer, Applicant is not required to submit proof of Professional Liability insurance as described above UNLESS Applicant has one or more employees providing professional architecture and/or engineering services. If a property developer has one or more employees providing professional architecture and/or engineering services, then providing proof of Professional Liability insurance meeting the requirements as described above is a Program Ally requirement*

SECTION 6: TERMS AND CONDITIONS FOR PARTICIPATION

If Applicant is approved by Energy Trust as a New Buildings Program Ally (Program Ally) in accordance with this **Form 571D**, the following Terms and Conditions for Participation shall apply:

1. **Term; No Assignment.** Unless otherwise terminated, this agreement shall be in effect for a period of one year from the date of the written approval notice from Energy Trust, and shall automatically renew for additional one-year periods. Program Ally status can not be assigned. Terms and conditions shall be binding on successors in interest and permitted assigns.
2. **Program Requirements.** Program Ally must complete any informational training sessions required by Energy Trust. Trainings typically cover Energy Trust's program offerings and processes, such as form submission and project documentation requirements. To remain a Program Ally for the Category listed in this **Form 571D**, Program Ally must enroll or recommend a minimum of two qualifying energy-efficiency projects, in accordance with Energy Trust's requirements, each year.
3. **Benefits of Participation.** Program Ally may be listed on Energy Trust's website, and/or eligible for cooperative marketing funding, trainings, or other benefits made available by Energy Trust. Energy Trust may provide Program Ally with authorization to use an Energy Trust logo and, in such case, Program Ally agrees that it will abide by Energy Trust's logo usage guidelines, including but not limited to submitting all proposed materials using the logo to Energy Trust for review prior to any public display, and that any such use would be contingent on Energy Trust's approval of the proposed materials. Any such authorization by Energy Trust to allow Program Ally to use an Energy Trust logo shall be nontransferable and nonexclusive and Program Ally recognizes that nothing contained in this agreement is intended as an assignment or grant to Program Ally of any right, title, or interest in or to any Energy Trust trademark or related goodwill. Energy Trust may terminate any logo-use authorization at any time and any such authorization shall automatically terminate with the termination of this agreement.
4. **No Endorsement.** This agreement is not an endorsement of Program Ally's services. Energy Trust is in no way representing that it endorses Program Ally's services, products, reputation, or reliability. Program Ally understands that Energy Trust is not endorsing its business, or warranting or endorsing any equipment that may be sold by Program Ally.
5. **Independent Contractor.** Program Ally agrees that it is an independent contractor and shall be at all times solely responsible for itself, as well as its employees, agents and subcontractors. Program Ally and Energy Trust shall not exercise any control or supervision of one another, nor be responsible for each other in the performance of any service. Program Ally agrees that it shall represent its business in an ethical and professional manner as an independent contractor and at no time will it represent its business as an agent of Energy Trust. Program Ally has no power or right to bind Energy Trust or act on its behalf when dealing with customers or third parties. This agreement shall not be altered in any manner so as to change the relationship of the Program Ally from that of an independent contractor or to alter the Program Ally's responsibility to Energy Trust.
6. **Professional Standards; Compliance with Laws.** Program Ally represents and warrants to Energy Trust that all services it performs shall be performed by qualified and competent personnel in accordance with industry practice and the high standards of care and practice appropriate to the professional nature of the services rendered. Program Ally will use best efforts to properly assist participants applying for Energy Trust incentives. Program Ally represents and warrants that it has and shall maintain all registrations, permits and licenses necessary or required by any statute, ordinance, rule or regulation for performance of any services it performs.
7. **Notices.** Program Ally will notify Energy Trust immediately in writing (to the attention of Energy Trust's Trade Ally Coordinator) if (i) Program Ally is served notice of any violation of any laws, regulations, or permits which relate in any material aspect to this agreement; (ii) Proceedings are commenced which would lead to the revocation of permits or licenses which relate to the performance of Program Ally's services; or (iii) revocation of any permits or licenses relating to the performance of Program Ally's

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services. Program Ally shall provide Energy Trust with immediate notification if it no longer has any license, certification, registration or insurance required to be a Program Ally. In addition, Program Ally must notify Energy Trust's Trade Ally Coordinator immediately of any changes to the Program Ally information as submitted to Energy Trust during the application process (i.e. via this **Form 571D**), including but not limited to any change of address or change in ownership or business structure. Energy Trust will provide notices to Program Ally via emails to Program Ally's identified contact.

8. **Insurance.** Program Ally shall (i) maintain insurance meeting the minimum requirements set forth in **Section 5** above during the term of this agreement, and (ii) submit certificates of insurance for each of the required insurance coverages to Energy Trust, in accordance with any provided instructions, on an ongoing basis during the term. Program Ally shall notify Energy Trust within 30 days of any cancellation, non-renewal or material change to any required policy. In the event that Energy Trust does not timely receive complying insurance certificates, Program Ally will be removed from Energy Trust's website until it successfully demonstrates its compliance with this requirement and this agreement may be terminated.
9. **Indemnity.** Program Ally will indemnify, hold harmless, and defend Energy Trust and its officers, directors, employees and agents against any and all losses, liabilities, damages, demands, claims, suits, proceedings, judgments, assessments, costs and expenses, including without limitation interest, penalties attorneys fees, any and all expenses incurred in investigating, preparing or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, imposed on or incurred or suffered by any of them, directly or indirectly, as a result of or arising from (i) the negligent or wrongful acts or omissions of Program Ally or the personnel under its control, (ii) breach by Program Ally of this agreement, or (iii) any finding, judgment or other determination or settlement whereby Energy Trust is deemed or considered to be the employer of Program Ally or any of Program Ally's personnel.
10. **Limitation of Liability.** **Program Ally agrees that under no circumstances shall Energy Trust be liable to Program Ally for any direct or indirect losses, costs, or damages arising from or related to any services it may provide in relation to any Energy Trust program.** Energy Trust and its representatives shall have no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of Program Ally or any other persons to hazardous materials of any kind in connection with Program Ally's participation in any Energy Trust program. Such materials include, without limitation, asbestos, asbestos products, PCBs, or other toxic substances.
11. **Confidentiality.** Except as may be expressly authorized in writing by Energy Trust's General Counsel, Program Ally shall not disclose to any third party any proprietary or confidential information concerning Energy Trust or an Energy Trust program participant, that it may gather through any Energy Trust program on behalf of a participant (e.g. via Energy Trust program forms). Such proprietary and confidential information includes without limitation, information about the participant's property, business, finances, suppliers or customers that may derive actual or potential value from not being generally known to, and not being readily ascertainable by proper means by, persons who can obtain value from its disclosure or use. Program Ally will exercise the highest degree of skill to safeguard such confidential information against loss, theft or other inadvertent disclosure.
12. **Termination; Survival.** Energy Trust reserves the right to amend or terminate the Program Ally Network and/or this agreement for any reason. Program Ally may discontinue participating as a Program Ally by notifying Energy Trust in writing of that decision. Energy Trust may suspend and or end Program Ally's participation at any time, in its sole discretion, by notifying Program Ally in writing. The Indemnity, Limitation of Liability and Confidentiality provisions and any other provisions which by their nature extend beyond the term of this agreement shall survive termination of the agreement.
13. **Access to Records.** Energy Trust and its duly authorized representatives shall have access to the books, documents, papers and records of Program Ally which are directly pertinent to its participation in an Energy Trust program for the purpose of making audit, examination, excerpts, and transcripts.
14. **Severability; Governing Law.** Each term and condition of this agreement is deemed to have an independent effect and the invalidity of any partial or whole paragraph shall not invalidate the remaining paragraphs or articles. The laws of the State of Oregon shall govern this agreement and venue shall be in Multnomah County, Oregon.

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New Buildings I Program Ally Enrollment I 571D



SUBMITTAL

By my signature below, I represent and warrant that (i) I am duly authorized to submit this **Form 571D** on behalf of the Applicant; (ii) the information provided by Applicant herein and in any other related documentation delivered to Energy Trust, is true, accurate and complete; and (iii) Applicant has read this application in its entirety and accept the terms and conditions herein.

I further understand and accept that the approval or rejection of the Application is in the sole discretion of Energy Trust and that only upon receipt of an e-mailed approval notification from Energy Trust will Applicant be a New Buildings Program Ally.

Submitted By:

Signature

Title

Date

Name of Company

Authorized Representative
(printed name)

Please submit this completed form along with all required documentation to info@energytrust.org in an email with the subject "New Buildings Program Ally Application."

FOR MORE INFORMATION

Please visit energytrust.org/business or call 1.877.467.0930

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