

**To be completed by Applicant**

Energy Trust's programs provide incentive funding and technical assistance to support Oregon 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](http://www.energytrust.org) for more information. We provide tools, trainings, and informational resources to enable our Solar Electric Design Allies help their clients better understand Energy Trust's programs and access Energy Trust incentives.

**If you are an architecture/engineering/design consulting company with Solar Electric Design/Engineering Consulting experience, and are committed to incorporating solar electric design into the professional consulting/design services that you provide to non-residential project owners located in Energy Trust's territory, we invite you to apply to become a Solar Electric Design Ally using this *Form 271DE*. To apply, you must:**

- (1) Attend an Energy Trust Solar Electric Design Ally introductory orientation.
- (2) Submit this completed and signed **Form 271DE** application, along with all required documentation, including certificates of insurance that meet the minimum insurance requirements (see **Section 5** below).

**To schedule an orientation and submit this form, contact the Trade Ally Coordinator identified at the bottom of this form.** Energy Trust will not review any submitted application until we have received all required information. Following our review, we will notify you in writing of our decision. If approved, we will email you a **Solar Electric Design Ally—Application Approval Notice** notifying you of your Solar Electric Design 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		
<i>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 information pertaining to the company's status as a Solar Electric Design Ally.</i>				
Address		City	State	Zip
Mailing Address (If different)		City	State	Zip
Office Telephone		Cellular Telephone	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.				
Date of the Solar Electric Design Ally orientation class attended:				
Name(s) and title(s) of Applicant's personnel who attended the orientation class :				
<p><b><i>If approved as a Solar Electric Design Ally, this company may be listed as a Solar Electric Design Ally on Energy Trust's website unless you notify us otherwise.</i></b></p> <p><b><i>Check this box if you <u>do not</u> want to be listed on Energy Trust's website if approved.</i></b> <input type="checkbox"/></p>				

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<b>Which best describes your firm?</b>		
<input type="checkbox"/> Architecture Firm	<input type="checkbox"/> Green Building Consultant	<input type="checkbox"/> Commissioning Provider
<input type="checkbox"/> Engineering Firm	<input type="checkbox"/> Energy Consulting (Solar Specialty)	<input type="checkbox"/> Other
	<input type="checkbox"/> Solar System Design, Specification, and/or Installation	<b>(Specify _____)</b>
<b>Other Design Services Offered (check all that apply)</b>		
<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	<b>(Specify _____)</b>
<input type="checkbox"/> Mechanical Systems Design		
<b>Markets Served (check all that apply)</b>		
<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		<b>(Specify _____)</b>

**SECTION 2: References and Project Descriptions**

Applicant must demonstrate to Energy Trust's satisfaction that it has provided professional solar electric design/engineering services to at least **2** relevant non-residential solar electric projects located in Oregon. Applicant understands and agrees that Energy Trust may contact the listed project owners for references. **The information included for the referenced Project Description must be sufficient for Energy Trust to understand the solar components of the project and Applicant's role.**

To complete this **Section 2**, Applicant can either:

- (i) Complete the boxes below with information for its 2 reference projects; or
- (ii) Attach a separate Statement of Qualifications for its 2 reference projects, including the Project Name, Project Description and complete contact information (name, email, phone numbers, address) for the primary contact on the project.

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

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**SECTION 3: Energy Trust Programs Projects**

Has Applicant provided its solar electric design services to any project that has participated in Energy Trust's New Buildings, Existing Buildings, or Production Efficiency Programs? If YES, Energy Trust may contact you to request additional information.

- YES
- NO

**SECTION 4: Licenses, Certifications & 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<sup>®</sup> Accredited Professionals, Professional Engineers and/or Licensed Architects, NABCEP Certified, at Applicant's business.

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

**SECTION 5: Minimum Insurance Requirements**

To apply to become a Solar Electric Design Ally, 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;
- (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
- (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 271DE** 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 **Solar Electric Design Ally**, Applicant must also submit such certificates of insurance (proof of the minimum Workers Compensation, Commercial General Liability, and Professional Liability coverages) 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.

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## SECTION 6: Terms and Conditions for Participation

If Applicant is approved by Energy Trust as a Solar Electric Design Ally in accordance with this **Form 271DE**, 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. Solar Electric Design Ally status cannot be assigned. Terms and conditions shall be binding on successors in interest and permitted assigns.
2. **Program Requirements.** Solar Electric Design Ally must comply with Energy Trust's Solar Electric program requirements, including but not limited to the **Program Guide for Solar Electric Allies** and the **Solar Electric System Installation Requirements**. Solar Electric Design Ally will attend all mandatory program training sessions or workshops. Trainings typically cover Energy Trust's program offerings and processes, such as form submission and project documentation requirements to remain a Solar Electric Design Ally.
3. **Benefits of Participation.** Solar Electric Design 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 Solar Electric Design Ally with authorization to use an Energy Trust logo and, in such case, Solar Electric Design 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 Solar Electric Design Ally to use an Energy Trust logo shall be nontransferable and nonexclusive and Solar Electric Design Ally recognizes that nothing contained in this agreement is intended as an assignment or grant to Solar Electric Design 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 Solar Electric Design Ally's services. Energy Trust is in no way representing that it endorses Solar Electric Design Ally's services, products, reputation, or reliability. Solar Electric Design Ally understands that Energy Trust is not endorsing its business, or warranting or endorsing any equipment that may be sold by Solar Electric Design Ally.
5. **Independent Contractor.** Solar Electric Design 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. Solar Electric Design 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. Solar Electric Design 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. Solar Electric Design 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 Solar Electric Design Ally from that of an independent contractor or to alter the Solar Electric Design Ally's responsibility to Energy Trust.
6. **Professional Standards; Compliance with Laws.** Solar Electric Design 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. Solar Electric Design Ally will use best efforts to properly assist participants applying for Energy Trust incentives. Solar Electric Design 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.** Solar Electric Design Ally will notify Energy Trust immediately in writing (to the attention of Energy Trust's Trade Ally Coordinator) if (i) Solar Electric Design 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 Solar Electric Design Ally's services; or (iii) revocation of any permits or licenses relating to the performance of Solar Electric Design Ally's services. Solar Electric Design Ally shall provide Energy Trust with immediate notification if it no longer has any license, certification, registration or insurance required to be a Solar Electric Design Ally. In addition, Solar Electric Design Ally must notify Energy Trust's Trade Ally Coordinator immediately of any changes to the Solar Electric Design Ally information as submitted to Energy Trust during the application process (i.e. via this **Form 271DE**), including but not limited to any change of address or changes in its ownership or business structure. Energy Trust will provide notices to Solar Electric Design Ally via emails to Solar Electric Design Ally's identified contact.
8. **Insurance.** Solar Electric Design 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 the workers compensation, commercial

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general liability, and professional liability coverages to Energy Trust, in accordance with any provided instructions, on an ongoing basis during the term. All certificates shall state that prior to cancellation, non-renewal or any material change, 30 days advance written notice shall be provided to Energy Trust. In the event that Energy Trust does not timely receive such certificates, Solar Electric Design Ally will be removed from Energy Trust's listing until it successfully demonstrates its compliance with this requirement and this agreement may be terminated.

9. **Indemnity.** Solar Electric Design 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 Solar Electric Design Ally or the personnel under its control, (ii) breach by Solar Electric Design 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 Solar Electric Design Ally or any of Solar Electric Design Ally's personnel.
10. **Limitation of Liability.** **Solar Electric Design Ally agrees that under no circumstances shall Energy Trust be liable to Solar Electric Design 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 Solar Electric Design Ally or any other persons to hazardous materials of any kind in connection with Solar Electric Design Ally's participation in any Energy Trust program. Such materials include, without limitation, asbestos, asbestos products, PCBs, or other toxic substances.
11. **Confidentiality.** Solar Electric Design 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. Solar Electric Design Ally will exercise the highest degree of skill to safeguard such confidential information against loss, theft or other inadvertent disclosure.
12. **Termination.** Energy Trust reserves the right to amend or terminate the Solar Electric Design Ally and/or this agreement for any reason. Solar Electric Design Ally may discontinue participating as a Solar Electric Design Ally by notifying Energy Trust in writing of that decision. Energy Trust may suspend and or end Solar Electric Design Ally's participation at any time, in its sole discretion, by notifying Solar Electric Design Ally in writing.
13. **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.

By my signature below, I represent and warrant that (i) I am duly authorized to submit this **Form 271DE** 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 Solar Electric Design Ally.

Name of Company	Authorized Representative (printed name)	Title
Signature	Date	