

# Upstate New York Commercial/ Industrial Energy Efficiency Energy Solutions Partner– Program Application

To be completed by Trade Ally Applicant

Welcome! This is the application to become a “Trade Ally” of National Grid’s Upstate NY Commercial/Industrial Energy Initiative Program. **Energy Solutions Partner** membership is FREE and the benefits to you and your customers are great. The goal is to promote the Commercial/Industrial Energy Initiative Incentive Program to your customers and support the sales and installation of approved energy-efficiency equipment.

All Energy Solutions Partners receive the following:

- Listed as a participating partner on the National Grid website for Upstate NY
- Use of program logo
- Networking opportunities
- Program updates from National Grid via e-mail and/or newsletter
- Participation in periodic feedback sessions with National Grid program managers

Additional benefits are available by Tier level attainment.

Tier 1 Energy Solutions Leader	Tier 2 Energy Solutions Partner	Tier 3 Energy Solutions Associate
<ul style="list-style-type: none"> <li>▪ Bonus Payment of \$.005 paid on a per kWh saved basis for completed projects through the Energy Initiative Program</li> <li>▪ ESP Webinars, Lunch &amp; Learn sessions and annual recognition dinner.</li> <li>▪ Partner Relationship Management</li> <li>▪ Custom Advantage Program</li> <li>▪ Performance Recognition Program</li> <li>▪ Co-op advertising/marketing collateral</li> </ul> <p>Maintain Tier 1 status by installing and receiving incentives through the Energy Initiative Program for over 7 projects or 1,000 MWh by December 31 of the current year.</p>	<ul style="list-style-type: none"> <li>▪ Program Bonus Payment of \$.002 paid on a per kWh saved basis for completed projects through the Energy Initiative Program</li> <li>▪ ESP Webinars. Lunch &amp; Learn sessions and annual recognition dinners.</li> </ul> <p>Maintain Tier 2 status by installing and receiving incentives through the Energy Initiative Program for at least 3 projects or 500 MWh by December 31 of the current year.</p>	<ul style="list-style-type: none"> <li>▪ Standard Benefits listed above</li> </ul> <p>Maintain Tier 3 status by actively promoting National Grid Energy Initiative Programs.</p>

**\*All new Energy Solutions Partners will be assigned a Tier 3 Status.**

First-time Applicants will need to submit this **signed and completed application**, along with;

**Certificates of Insurance (Please refer to “Appendix A” Insurance Requirements)**

National Grid will not review any applications until all required information has been received. If approved as a Trade Ally, the Applicant will receive a written Approval Notice. Trade Ally status is not finalized until receipt of such notice.

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## Applicant Information

Company Name:		
Years in Business:	Years Under Current Ownership:	Number of Employees (FTE):
Contact Name:	Title:	
Current address:		
City:	State:	ZIP Code:
Mailing address (if different from above):		
City:	State:	ZIP Code:
Telephone:	Cellular Phone:	Fax:
E-mail Address:	Website:	
Company Federal Tax ID:		
<i>If your company has multiple business locations, please attach a list of locations, addresses, contact people, e-mail addresses, etc.</i>		

## Key Personnel *(Please attach a list of additional personnel if needed)*

Name	Title	Phone	E-Mail

## Information to be displayed on National Grid Website\*

Check this box if you **do not** want to be listed on National Grid's website

Company Name:	Company Website URL:
Contact Person:	
Contact Phone Number:	Company Email Address:

*\*Region, Services Offered and Specialty will be taken from information on application.*

## Territory

**National Grid Regions where your business provides services. Counties listed for each region. (Check all that apply)**

<input type="checkbox"/> Frontier (Niagara, Erie)
<input type="checkbox"/> Western (Chautauqua, Cattaraugus, Genesee, Orleans, Wyoming, Monroe, Livingston, Allegany, Ontario)
<input type="checkbox"/> Central (Onondaga, Cortland, Oswego, Madison)
<input type="checkbox"/> Northern (Lewis, Jefferson, St. Lawrence, Franklin, Clinton, Herkimer)
<input type="checkbox"/> Mohawk Valley (Oneida, Herkimer, Hamilton, Fulton)
<input type="checkbox"/> Northeast (Essex, Warren, Hamilton, Fulton, Montgomery, Schoharie, Saratoga, Washington)
<input type="checkbox"/> Capital (Schenectady, Saratoga, Washington, Albany, Rensselaer, Columbia)

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## Company Information

<b>Company Role (Check only one)</b>		
<input type="checkbox"/> Architect	<input type="checkbox"/> Distributor	<input type="checkbox"/> Manufacturer Representative
<input type="checkbox"/> Contractor - Electrical	<input type="checkbox"/> Engineer	<input type="checkbox"/> Retailer
<input type="checkbox"/> Contractor - Mechanical	<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Other

<b>Services Offered (Check all that apply)</b>			
<input type="checkbox"/> Energy Analysis	<input type="checkbox"/> Foodservice Equipment	<input type="checkbox"/> Insulation	<input type="checkbox"/> Process Equipment
<input type="checkbox"/> Retro-Commissioning	<input type="checkbox"/> Grocery	<input type="checkbox"/> Motors/VFD	<input type="checkbox"/> Refrigeration
<input type="checkbox"/> Compressed Air Systems	<input type="checkbox"/> HVAC	<input type="checkbox"/> Lighting & Controls	<input type="checkbox"/> Other
Do you offer financing options? <input type="checkbox"/> Yes <input type="checkbox"/> No			

<b>Specialty (Check all that apply)</b>			
<input type="checkbox"/> HVAC - Boilers	<input type="checkbox"/> Boiler Combustion Controls	<input type="checkbox"/> Heat Pumps	<input type="checkbox"/> Agriculture
<input type="checkbox"/> HVAC – Controls & EMS	<input type="checkbox"/> Steam Trap Surveys	<input type="checkbox"/> Water Heaters	<input type="checkbox"/> Data Centers
<input type="checkbox"/> HVAC - Radiant Heat	<input type="checkbox"/> Thermal Blanket Insulation	<input type="checkbox"/> Laboratories	

## Past Energy Efficiency Experience

Please list references for completed energy efficiency projects; additional references may be requested.

<b>1</b>	Company:	Description of Energy Efficiency Project:	
	Contact Name:		
	Phone:	MWh Savings:	Therm Savings:
Incentive received through: <input type="checkbox"/> National Grid <input type="checkbox"/> NYSERDA <input type="checkbox"/> Other Utility <input type="checkbox"/> None			

<b>2</b>	Company:	Description of Energy Efficiency Project:	
	Contact Name:		
	Phone:	MWh Savings:	Therm Savings:
Incentive received through: <input type="checkbox"/> National Grid <input type="checkbox"/> NYSERDA <input type="checkbox"/> Other Utility <input type="checkbox"/> None			

<b>3</b>	Company:	Description of Energy Efficiency Project:	
	Contact Name:		
	Phone:	MWh Savings:	Therm Savings:
Incentive received through: <input type="checkbox"/> National Grid <input type="checkbox"/> NYSERDA <input type="checkbox"/> Other Utility <input type="checkbox"/> None			

<b>4</b>	Company:	Description of Energy Efficiency Project:	
	Contact Name:		
	Phone:	MWh Savings:	Therm Savings:
Incentive received through: <input type="checkbox"/> National Grid <input type="checkbox"/> NYSERDA <input type="checkbox"/> Other Utility <input type="checkbox"/> None			

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## Terms and Conditions

Subject to the terms and conditions (“Terms and Conditions”) herein, this National Grid Commercial/Industrial Energy Solutions Partner Program (“Program”) is offered by Niagara Mohawk Power Corporation d/b/a National Grid (“National Grid”). An applicant wishing to participate in the Program and approved by National Grid as an Energy Solutions Partner agrees to and shall comply with the following Terms and Conditions set forth below.

### 1. **Definitions**

- a. “Program” means the National Grid Commercial/Industrial Energy Solutions Partner Program.
- b. Energy Initiative Program means National Grid’s prescriptive or custom Commercial and Industrial Midsize or large Industrial Electric Energy Initiative Incentive Programs.
- c. “Customer” means the commercial customer of the Trade Ally to which the Trade Ally is providing services offered by the Trade Ally in its normal and usual business services.
- d. “Bonus Payment” means those payments made by National Grid to the Trade Ally for installed projects that received incentives through the Energy Initiative Program.
- e. “Program Materials” means the documents and information provided by National Grid in connection to the Program, which include, without limitation, the attached application form(s), these Terms and Conditions and any exhibits, appendices, or schedules, and any other related program documents provided to the Trade Ally in connection with the Program.
- f. “Trade Ally” or “Partner” means an Applicant approved by National Grid to participate in this Program.
- g. “TA Contractor” means any business that is contracted by National Grid to perform Energy Efficiency Technical Assistance (TA) services (i.e. scoping studies, technical assistance studies, etc.).

### 2. **Trade Ally Requirements:** Once approved as a National Grid Energy Solutions Partner, the Trade Ally shall:

- a. Be listed as a participating Trade Ally on the National Grid Upstate NY website.
- b. Be eligible to use National Grid’s Trade Ally logo consistent with National Grid logo usage guidelines.
- c. Complete informational training sessions as may be required by the Program which educate the Trade Ally on the Program’s offerings and processes including, without limitation, form submission requirements.
- d. Maintain its status as a Trade Ally under Program,
  - i. for Tier 3 – actively promote National Grid Energy Initiative programs.
  - ii. for Tier 2 - implement and receive incentives for a minimum of three (3) projects or projects totaling 500 megawatt hours (MWh) or 500 dekatherm (Dt) of savings through the Energy Initiative Incentive Program by December 31 of the current year.
  - iii. for Tier 1 - implement and receive incentives for a minimum of seven (7) projects or projects totaling 1,000 megawatt hours (MWh) or 1,000 dekatherm (Dt) of savings through the Energy Initiative Incentive Program by December 31 of the current year.

### 3. **Credentials and Insurance:** The Trade Ally must provide to National Grid evidence of the following (at the Trade Ally’s sole expense) in order to be considered and approved by National Grid to participate the Program: proof of insurance at the levels described in the attached Appendix A listing National Grid USA, its direct and indirect parents, its subsidiaries and affiliates as “additional insured” and as “certificate holder”.

### 4. **Background Check:** National Grid shall require the trade ally to comply with the National Grid’s Level 1 background check (as described in the attached Appendix B).

### 5. **Independent Contractor:** Notwithstanding any language to the contrary in these Terms and Conditions, any attached appendices, exhibits or any other documents related to the Program or otherwise which are provided to the

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Trade Ally, the Trade Ally understands and agrees that the relationship between National Grid and the Trade Ally is that of independent contractors. The Trade Ally further acknowledges and agrees that (1) the Trade Ally is chosen exclusively by the participating customer(s) and not National Grid; and (2) is not acting as an agent or contractor of National Grid. None of the provisions of these Terms and Conditions is intended to create nor will be construed to create an agency, partnership or employment relationship among or between the parties. Neither party hereto, nor any party's respective officers, members, or employees, will be deemed to be the agent, employee, or representative of the other parties. The Trade Ally agrees to represent its business in an ethical, professional manner and at no time shall it represent its business as an agent or representative of National Grid. No employee, subcontractors agent or representatives of Trade Ally will be considered, for any purpose, to be an employee, agent, partner or representative of National Grid. The Trade Ally has no power or right to bind National Grid or act on its behalf when dealing with customers or third parties.

6. **Disclaimer of Warranties/Liability:** Except as expressly stated herein, National Grid makes no other representations, warranties or guarantees in connection with the Program (including third party warranties). National Grid makes no volume guarantees or commitments of service to Trade Ally by National Grid. National Grid shall have no responsibility or liability for equipment, work, services or other items provided, installed or performed by the Trade Ally, its employees, its agents, its subcontractors or any third parties in connection with the Program or otherwise, except the responsibility to pay the Bonus Payment for work properly completed. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) National Grid was advised or aware that such damages might be incurred. National Grid and its representatives shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of Trade Ally or any other persons to hazardous materials of any kind in connection with Trade Ally's participation in the Program, including without limitation asbestos, asbestos products, PCBs or other toxic substances. The Trade Ally shall be liable for 1) reasonable costs incurred by National Grid in connection with the Trade Ally's breach of these Terms and Conditions and 2) liability incurred by National Grid related resulting from the breach of these Terms and Conditions, nonperformance, negligence, willful misconduct or unlawful act of the Trade Ally.
7. **Work Standards:** The Trade Ally shall perform any and all work with a degree of skill and judgment normally required by industry standards, and shall use best efforts to properly assist customers in applying for National Grid incentives. The Trade Ally represents and warrants that it follows drug and alcohol and safety requirements under the Occupational Safety Health Administration (OSHA).
8. **Indemnification:** To the extent permitted by law, the Trade Ally agrees to defend, indemnify, and hold harmless National Grid and its affiliates, and its affiliates' employees, officers, directors, contractors, agents and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs incurred to enforce this indemnity) arising out of, resulting from, or related to the performance of any services or work in connection with the Program (collectively, "Damages"), Program Materials or these Terms and Conditions caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Trade Ally, its subcontractor, anyone directly or indirectly employed by the Trade Ally or its subcontractor or anyone for whose acts the Trade Ally or its subcontractors may be liable.
9. **Eligibility:** The Trade Ally is responsible for completing and submitting this Upstate New York Commercial/Industrial Energy Solutions Partner Program Application to National Grid or its agent along with all supporting documentation. Once the Trade Ally submits the required documents to National Grid, the Trade Ally shall be informed in writing via U.S. Mail by National Grid or its agent regarding Trade Ally's eligibility and participation in the Program to be a Trade

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Ally. The Trade Ally must also notify National Grid immediately of any changes to the information which Trade Ally submitted to National Grid, including but not limited to any change of address or proposed changes in its ownership or business structure.

10. **Term and Termination:** National Grid may, in its sole discretion, at any time and without notice, terminate for convenience or cause these Terms and Conditions and/or the Trade Ally's participation in the Program or modify the Program or these Terms and Conditions. Trade Ally may discontinue participating as a Trade Ally by notifying National Grid in writing of that decision. Trade Ally approval for the Upstate NY Energy Solutions Partner Program will be effective as of the date of the application approval notice ("Approval Notice"). Trade Ally approval for the Program will continue for a term of one year from the date of the Program's Approval Notice, and will subsequently automatically renew each year on the anniversary of such Approval Notice for additional one year periods, unless otherwise terminated in accordance with these Terms and Conditions.
11. **Confidentiality:** Notwithstanding any other provision in these Terms and Conditions, the Trade Ally recognizes that National Grid or its affiliates or its agent(s) may disclose and make certain information available to the Trade Ally or its employees, agents or subcontractors, which is deemed proprietary and/or confidential information. To the extent customer information is required to be disclosed, the disclosing party shall get the prior written consent of the customer. In this regard, neither the Trade Ally, nor its subcontractors, nor their employees or agents shall without the prior written consent of the disclosing party, at any time, disclose to third parties any confidential information (including without limitation, any customer information such as customer name, address or billing record or usage information) which may be disclosed to them or to which they are given access during the performance of work in connection with the Program. In the event the Trade Ally knows or is aware of any unauthorized disclosure of confidential information, the Trade Ally shall notify National Grid immediately.
12. **National Grid Logo Use:** The Trade Ally shall not use the National Grid logo for any purpose without the express written authorization from National Grid. Any authorized use of National Grid's logo must be reviewed and approved by National Grid and such use must strictly adhere to National Grid's specific logo use requirements.
13. **Bonus Payment:** National Grid will only pay a Bonus Payment on a per kWh saved basis and will be based on the gross savings calculated for projects completed under the Energy Initiative Program as reported in National Grid's project tracking system – InDemand. In order for a project to be eligible for a Bonus Payment, the Trade Ally must submit the Bonus Request Form within sixty (60) days of the issuance of an incentive on the project by National Grid. Funds for the Bonus Payment are limited and issuance of an actual Bonus Payment is contingent upon funding availability. National Grid may, in its sole discretion, at any time and without notice, terminate or modify the Program Bonus Payment or these Terms and Conditions. If multiple Trade Allies are involved in the completion of an energy efficiency project, Bonus Payment allocation shall be negotiated between participating Trade Allies. One payment will be made to the Trade Ally who first submitted the Bonus/Tracking form to National Grid. National Grid shall not be involved or held accountable for the negotiation of allocation of Bonus Payments. If a TA Contractor's services were initiated through an Engineering Service Request (ESR) they will not be eligible to receive a Bonus Payment.
14. **General Provisions:** If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms. Any other provisions contained in these Terms and Conditions which by their nature or effect are required or intended to be observed, kept or performed after expiration or termination of these Terms and Conditions (such as, without limitation, provisions regarding warranty, liability, indemnification and confidentiality) shall survive termination of these Terms and Conditions and the Program and shall

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continue to bind the parties. These Terms and Conditions are intended for the benefit of the parties hereto and do not grant any rights to any third parties. These Terms and Conditions shall be interpreted and enforced according to the laws of the state of New York. In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling. Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions or any Program Materials unless such is made by National Grid.

**15. Notices and Correspondence**

Except as otherwise provided for herein, all notices required under this Agreement shall be sent by either party to the other party by hand, certified mail, or overnight carrier.

- A. To National Grid: National Grid  
a New York Corporation located at  
300 Erie Blvd. West C-3  
Syracuse, New York 13202  
Attn: James Stapleton, Manager, Energy Efficiency
- B. To the Trade ally: Firm Name:  
(Mailing Address) Address:  
  
Attn:

**Signature**

<p>I am a duly authorized officer of the Trade Ally and I have read, understand and agree to the above Terms and Conditions and all the Program Materials provided by National Grid for participation as a Trade Ally in the Program. I certify, under the penalties of law, that the statements made and information provided herein have been examined by me and are true and complete. I understand that by signing below, I consent to any other inquiry to verify or confirm the information provided.</p>		
Name of Company:	Authorized Representative ( <i>printed name</i> ):	Title:
Signature:		Date:

*Sign and return the completed application via e-mail or U.S. Mail to the address indicated below.*

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## “APPENDIX A” Insurance Requirements

Prior to performing any Services, the Trade Ally shall provide insurance as follows:

1. Workers Compensation and Employers Liability
  - a. Statutory Workers Compensation (including occupational disease) in accordance with the laws of New York.
  - b. Employers Liability Insurance with a limit of at least \$500,000.
2. Commercial General Liability ("CGL") with a combined single limit for Bodily Injury, Personal Injury and Property Damage of a least \$1,000,000 per occurrence and aggregate. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Coverage shall provide and encompass at least the following:

- a. Independent Contractors;
  - b. Blanket Written Contractual Liability .
  - c. Products Liability and Completed Operations, with the provision that coverage shall extend for a period of at least 12 (twelve) months from Project completion;
  - d. CGL coverage written on an occurrence form.
3. Commercial Automobile Liability (including all owned, leased, hired and non-owned automobiles) with a combined single limit for Bodily Injury and Property Damage of at least \$500,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.
  4. Umbrella and/or excess liability policies used to comply with CGL and/or Auto Liability limits shown above shall be warranted to be in excess of limits provided by primary CGL, Auto and Employers Liability.
  5. The Trade Ally's CGL, Auto, and Umbrella/Excess (if applicable) insurance, shall provide:
    - a. Endorsement naming National Grid USA, its direct and indirect parents, its subsidiaries and affiliates shall be named as additional insured (to the extent applicable).
    - b. Waiver of Recovery. The Trade Ally and its insurance carrier(s) shall waive all rights of recovery against National Grid USA, its direct and indirect parents, its subsidiaries and affiliates, for any loss or damage covered under those policies referenced in this insurance provision, or for any required coverage that may be self-insured by the Contractor.
  6. Certificates of Insurance must be submitted, approved, and available to National Grid prior to commencement of work, and provide for 30 days written notice prior to cancellation, non-renewal or material modification in any policy to:
 

National Grid  
300 Erie Blvd. West C-3  
Syracuse, NY 13202  
Attn: Upstate NY Energy Solutions Partner Program Manager  
or  
Email: energysolutionspartner-uny@us.ngrid.com
  7. All insurance carriers must be (i) licensed in New York; (ii) be acceptable to National Grid.



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## “APPENDIX B” Background Check Requirement

### National Grid Requirements for Trade Ally’s Employee Background Check & Trade Ally Compliance Statement (for National Grid Level 1 Baseline Requirements Only)

The entity or entities engaged or to be engaged under this Agreement to promote National Grid’s Commercial / Industrial Energy Efficiency programs are alluded to in this document as “Trade Ally.” The individuals who will promote National Grid programs under this Agreement, including employees, principals, sole proprietors, and contingent staff provided by the Trade Ally, are referred to as “Trade Ally Employees.”

Trade Ally must be able to evidence to National Grid or its agent that it has verified Trade Ally Employees’ identities and that all Trade Ally Employees are legally eligible to work in the country where the work is to be performed. National Grid requires that U.S. Trade Allies complete a Consent Based Social Security Number Verification (CBSV) on their Trade Ally Employees and match the results with other identification documents provided by their employees during their hiring practices. This represents a minimum background check requirement. Additional requirements may be deemed appropriate by National Grid or the Trade Ally or may be required by law, regulation, or other bodies having jurisdiction over the work of the Trade Ally. These background checks must be completed for all Trade Ally Employees before they begin work under the Agreement, whether brought on at the outset of an Agreement or at any other point in the Agreement term. If it is determined at any time that a Trade Ally Employee does not meet the background requirements or has falsified a document that is or was part of the background check, Trade Ally shall notify National Grid Security immediately. National Grid Security will determine if the Trade Ally Employee must be removed from the work and will notify Trade Ally in writing of its determination. Trade Ally must maintain a record of all background checks and correspondence with National Grid regarding background checks performed during the term of the Agreement and shall make all records and correspondence available to National Grid or its agent upon reasonable notice. National Grid or its agent may perform audits of Trade Ally’s background check records, background check program, and all supporting documents concerning the background of any Trade Ally Employee promoting National Grid programs. National Grid’s direct costs and the cost for any agreed audit services will be at the expense of National Grid. National Grid reserves the right to revise its requirements for Trade Ally Employee background checks during the Agreement term, which the Trade Ally must comply with. Any such revisions will be provided in writing.

Trade Ally Certifies by signing the Agreement that it understands National Grid’s requirements for Trade Ally Employee background checks as defined above for this Agreement and that it is in full compliance with them.