

**Trade Ally Application and Agreement**

Commercial and Industrial Energy Efficiency Program



The NIPSCO Business Energy Efficiency Programs (Custom/Prescriptive/New Construction/Retro-Commissioning/Small Business Direct Install) are designed to assist customers in the implementation of projects that reduce natural gas and electric use. The Trade Ally Network is for companies that provide guidance, products and services to assist NIPSCO Commercial, Industrial and Non-profit customers in implementing energy efficient measures.

**COMPANY INFORMATION - Information in this section will be published on the NIPSCO website.**

Company Name		Main Phone	Fax	
Street		City	State	Zip
Website		Number of Indiana Employees	Number of Years in Business	
I would like information about becoming an approved provider in the following program				
<input type="checkbox"/> Custom/Prescriptive		<input type="checkbox"/> Small Business Direct Install (SBDI)		<input type="checkbox"/> Retro-Commissioning (RCx)
This company branch is <i>(check one)</i>				
<input type="checkbox"/> Local		<input type="checkbox"/> Regional		<input type="checkbox"/> National
Minority Ownership Status <i>(as registered within your state)</i>				
<input type="checkbox"/> Minority-owned Business		<input type="checkbox"/> Woman-owned Business		<input type="checkbox"/> Veteran-owned Business

**MAIN CONTACT - List the main person responsible for C&I energy efficiency projects.**

Full Name	Title	Cell Phone	Email
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**PRIMARY SERVICE OFFERED - Check one that describes your main business type.**

<input type="checkbox"/> Architect/Engineering	<input type="checkbox"/> Electrical	<input type="checkbox"/> Pump Systems
<input type="checkbox"/> Building Controls	<input type="checkbox"/> HVAC	<input type="checkbox"/> Process Heating
<input type="checkbox"/> Commercial Cooking	<input type="checkbox"/> Lighting	<input type="checkbox"/> Refrigeration
<input type="checkbox"/> Compressed Air	<input type="checkbox"/> Plumbing	<input type="checkbox"/> Steam

**SECONDARY SERVICE OFFERED - Check one that describes your secondary business type.**

<input type="checkbox"/> Architect/Engineering	<input type="checkbox"/> Electrical	<input type="checkbox"/> Pump Systems
<input type="checkbox"/> Building Controls	<input type="checkbox"/> HVAC	<input type="checkbox"/> Process Heating
<input type="checkbox"/> Commercial Cooking	<input type="checkbox"/> Lighting	<input type="checkbox"/> Refrigeration
<input type="checkbox"/> Compressed Air	<input type="checkbox"/> Plumbing	<input type="checkbox"/> Steam

**AREA SERVED - Check the NIPSCO service areas your company currently services in Indiana.**

<input type="checkbox"/> Northeast Indiana	<input type="checkbox"/> Northwest Indiana	<input type="checkbox"/> Central East Indiana	<input type="checkbox"/> Central West Indiana
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**ADDITIONAL CONTACTS - This information is for internal use only and will not appear on the website.**

<b>Name &amp; Title</b>	Cell Phone	Email	
Street	City	State	Zip
<b>Name &amp; Title</b>	Cell Phone	Email	
Street	City	State	Zip
<b>Name &amp; Title</b>	Cell Phone	Email	
Street	City	State	Zip



**CUSTOMER REFERENCES - Describe three of your company's past energy efficiency projects.**

<b>Company Name 1</b>	Describe energy efficiency upgrades and overall project(s)
Contact Name	
Phone	
City, State, Zip	
<b>Company Name 2</b>	Describe energy efficiency upgrades and overall project(s)
Contact Name	
Phone	
City, State, Zip	
<b>Company Name 3</b>	Describe energy efficiency upgrades and overall project(s)
Contact Name	
Phone	
City, State, Zip	

**TERMS AND CONDITIONS**

**OBTAINING APPROVAL TO PARTICIPATE IN THE TRADE ALLY NETWORK**

- To be considered for approval to the Trade Ally Network, Lockheed Martin requires: i) Completed Form 2900TA, ii) current certificate of insurance from a carrier acceptable to Lockheed Martin outlining the required levels of insurance (shown on the "Faxable Request for Insurance Form" section below) and iii) proof of good standing (such as a screen shot of the Company's BBB grade or reputable letter of recommendation).
- Once the "TA Approval Letter" has been sent via email to the Applicant, the Applicant has 60 days to complete an Orientation session for at least one (1) employee, although it is recommended that all sales and processing personnel attend.
- Trade Ally approval will automatically renew each calendar year, but shall in no event terminate later than December 31, 2018, unless otherwise suspended or terminated in accordance with these terms and conditions, or any program-specific terms and conditions.
- Applicant may be listed on Lockheed Martin's microsite, showing the information provided on page 1 only after Applicant has completed at least one (1) project.

**MAINTAINING MEMBERSHIP TO THE TRADE ALLY NETWORK**

- Trade Ally agrees to actively promote NIPSCO's Energy Efficiency Program(s) as described in the Terms and Conditions section of each program incentive application.
- Applicant agrees to report any proposed projects to the applicable Program.
- Lockheed Martin may distribute and publish Applicant's name as a Trade Ally in any Program materials.
- Applicant understands that there will be inspections and verifications of Trade Ally work in accordance with policies and procedures of each of the NIPSCO Energy Efficiency Programs. Applicant must cooperate with these inspections and verifications, and continue to perform at an acceptable standard. Inspections will verify the project for program purposes only, and no warranty for any purpose is expressed or implied.
- Applicant must comply with all laws and building codes and maintain all appropriate licenses, registrations, and certifications for the work it is performing.
- Applicant must maintain good customer relations and complete (two) 2 projects per year.
- Lockheed Martin or NIPSCO is not responsible for the proper disposal/recycling of any waste generated as a result of any project performed by Applicant.

See Eligibility and Terms and Conditions for all program requirements at [NIPSCO.com/SaveEnergy](http://NIPSCO.com/SaveEnergy)

**PARTICIPANT RELATIONSHIP**

- Participation does not constitute an endorsement by Lockheed Martin or NIPSCO of any particular Trade Ally or their products, services or system designs and Applicant shall not represent to customers that the Programs or NIPSCO have endorsed the Applicant or their quality of work in any way.
- Lockheed Martin does not expressly or implicitly warrant the performance of installed equipment.
- Trade Ally is not affiliated with NIPSCO in any way. NIPSCO or Lockheed Martin do not guarantee the performance of the Trade Ally and is not liable for the actions of the Trade Ally and not liable for any damage caused by the installation of equipment, nor for any damage caused by the malfunction of the installed equipment.
- Applicant will indemnify, reimburse, hold harmless and defend NIPSCO or Lockheed Martin, as well as its directors, officers and employees, agents and other consultants from any claims, liabilities, damages, costs and expenses of any kind, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other disputed resolution costs arising out of or connected in any way with any act or omission of Applicant, its employees, agents or subcontractors of any tier or any other entity or person for whom Applicant is liable, in the performance or nonperformance of services as a Participant in the Lockheed Martin Trade Ally Network.
- Applicant agrees to represent its business in an ethical, professional manner and as an independent contractor and at no time will it represent its business as an agent or representative of NIPSCO or Lockheed Martin. Applicant will act as an independent contractor to provide services to its customers, and no employee of Applicant will be considered, for any purpose, to be an employee, agent, partner or representative of NIPSCO or Lockheed Martin.
- Applicant agrees that neither the Lockheed Martin or NIPSCO logo(s) should be used for advertising or promotions.

**TERMINATING PARTICIPATION IN THE TRADE ALLY NETWORK**

- Trade Ally status may not be assigned.
- Trade Ally status may be terminated without penalty by Trade Ally or by Program Representative for any reason, at any time. Written notice of termination must be sent by the terminating party to the non-terminating party by mail, fax or e-mail. When termination is initiated by written notice, termination will be effective as of the date the termination letter is received by the non-terminating party.
- NIPSCO reserves the right to terminate or modify the NIPSCO Energy Efficiency Incentive Program(s) at any time and without prior notice to Applicant.
- If Applicant does not perform at an acceptable standard and, as a result, has its participation as a trade ally terminated, Applicant will no longer be entitled to any Trade Ally benefits.

**AGREEMENT AND SIGNATURE**

By my signature below, I represent that (i) I am duly authorized to submit this application on behalf of the company; (ii) the information provided in this application and any other related documents delivered to Lockheed Martin, are true, accurate and complete; (iii) I have read this application in its entirety; (iv) and I understand and accept the terms and conditions contained in this application. I further understand and accept that the approval or rejection of the application is in the sole discretion of Lockheed Martin and that only upon approval will applicant be a Trade Ally of Lockheed Martin.

Name of Authorized Individual (Print)	Title	Date
Signature		



## FAXABLE INSURANCE REQUEST FORM

**Trade Ally Instructions:**

Complete this form and fax to your insurance agent to request a Certificate of Insurance as required by Lockheed Martin.

**Company Information**

Company Name	Main Phone	Fax	
Street	City	State	Zip

**Insurance Agent Instructions:**

Lockheed Martin administers the NIPSCO Energy Efficiency Programs in Indiana. The company listed above has applied to become a Trade Ally for these programs. Lockheed Martin requires all approved Trade Allies to maintain specified insurance coverage and meet other obligations. Among those obligations, approved Trade Allies are required to provide a **Certificate of Insurance** for the coverages described below.

**Requested Certificate of Insurance Information:** The insurance carried by the Company named above must cover the work it will perform as a Trade Ally of the program(s) that it is applying to participate in and cannot have any exclusion for the type(s) of damage that it may cause as a result of that work. The required **Certificate(s) of Insurance** should specifically name Lockheed Martin as a Certificate Holder and must show, at the least, the following:

- Occurrence based Commercial General Liability Insurance (including products and completed operations coverage)
  - With combined single limits, per accident, of not less than \$1,000,000 for bodily injury, including death and property damage; and
  - Lockheed Martin must be specifically named as an Additional Insured
- Workers' Compensation insurance with statutory limits and employer's liability insurance with not less than \$500,000.
- Comprehensive Auto Liability Insurance for bodily injury and property damage of \$1,000,000 per accident for each company-owned vehicle.

Please note that the Trade Ally agreement may have additional types of insurance requirements. Please also note in your records that Lockheed Martin is a Certificate Holder and Additional Insured and should be notified of renewals, cancellations or changes in coverage.

Please email or fax the certificate directly to:

**Lockheed Martin**

1000 Clark Ave., 4th Floor

St. Louis, MO 63102

Email: [NIPSCO.Savings@LMCO.com](mailto:NIPSCO.Savings@LMCO.com)

Fax: 800-304-4550

Phone: 800-299-2501