



**Workforce Training: Building Operations and Maintenance  
Program Opportunity Notice (PON) 3442**

**\$4,200,000 Available**

*NYSERDA reserves the right to extend and/or add funding to the Solicitation should other program funding sources become available.*

**Applications accepted on a first-come, first-served basis dependent on funding availability  
until April 27, 2017 by 5:00 PM Eastern Time.**

**Informational Webinar will be held on February 23, 2017 from 11:00 a.m. – 12:00 p.m.**

NYSERDA's Building Operations and Maintenance Workforce Development and Training Program seeks to reduce energy use and associated carbon emissions while saving building operators and owners money by building the skills of operations and maintenance staff and managers across the state. The goal is to provide support to help employers and building owners with workforce development and training projects that create the talent development strategy, corporate culture, on-site training framework, and training tools needed to support building operations and maintenance workers beyond classroom training. NYSERDA will support eligible projects by providing funding for activities such as, but not limited to, on-site training laboratories, curriculum development, career pathways training, coaching/mentorships, apprenticeships, internships, training trainers within a company, and partnerships with manufacturers. Projects submitted to this PON should be designed to help employers build upon their employees' technical skills and reduce facility energy use, while realizing other corporate benefits such as reduced equipment downtimes, increased occupant comfort, reduced occupant complaints and tenant turnover, increased numbers of staff with national certifications, and opportunities for promotion and career advancement.

This program targets the operations and maintenance workforce employed in the following building types: multifamily housing, office buildings, retail, colleges and universities, hospitals and health care facilities, state and local governments, not-for-profit and private institutions, industrial facilities, and public and private K-12 schools. Other building types will be evaluated on a case-by-case basis. Eligible participants include facilities that are New York State electricity customers of a participating utility company and are paying into the System Benefits Charge (SBC)/Clean Energy Fund (CEF). An entity that employs building operations and maintenance workers must be the lead proposer. Proposals must be for buildings or groups of buildings, including partnerships of businesses with common training needs and skills gaps that have total annual energy expenditures of \$1 million or more. Building operations and maintenance occupations or job titles that are targeted for hands-on and on-site training under this program may include, but are not limited to, the following: facilities and property managers; operating and stationary engineers; technicians; building superintendents; maintenance workers; mechanics and supervisors; electricians; HVAC technicians; procurement staff; facility coordinators; and energy/sustainability managers. Potential cost reduction and efficiency improvements achieved through training could target, but are not limited to HVAC systems and controls; building envelope; mechanical systems; building diagnostics; pneumatic systems and controls; building set points and temperature standards; and lighting and lighting controls, motors, etc.

NYSERDA will provide cost share of up to 50% with a cap of \$400,000 per application. An informational webinar for potential applicants will be held on **February 23, 2017**. If changes are made to this solicitation, notification will be posted on NYSERDA's web site at <https://www.nyserdera.ny.gov>.

**Proposal Submission:** Electronic submission is preferable. NYSERDA will also accept proposals by mail or hand-delivery. Instructions for submitting electronically are located as Attachment E to this solicitation. When submitting electronically, application documents must be in PDF, MS Excel, or MS Word format with all required documentation. Application PDFs must be searchable and created by direct conversion from MS Word, or other conversion utility, rather than scanning. All electronic files must be named using the applicant's entity name in the title of the document. Applications may be submitted electronically by following the link for electronic submissions found on this solicitation's webpage, which is located in the "Current Opportunities" section of NYSERDA's website (<http://www.nyserdera.ny.gov/Funding-Opportunities/Current-Funding-Opportunities.aspx>).

**If mailing or hand-delivering, proposers must submit** three (3) paper copies of their proposal with a completed and signed Proposal Checklist, along with a CD or DVD containing either a PDF or MS Word digital copy of the proposal, following the above guidelines. Mailed or hand-delivered proposals must be clearly labeled, completed, and submitted to the following address:

**Proposals, PON 3442  
NYS Energy Research and Development Authority  
17 Columbia Circle  
Albany, NY 12203-6399**

No communication intended to influence this procurement is permitted except by contacting Rebecca Hughes – primary contact (Designated Contact) at (518) 862-1090, ext. 3618 or by e-mail [Rebecca.hughes@nyserdera.ny.gov](mailto:Rebecca.hughes@nyserdera.ny.gov) or Adele Ferranti – secondary contact (Designated Contact) at (518) 862-1090, ext. 3206 or by e-mail [adele.ferranti@nyserdera.ny.gov](mailto:adele.ferranti@nyserdera.ny.gov) (for technical questions). If you have contractual questions concerning this solicitation, contact Nancy Marucci (Designated Contact) at (518) 862-1090, ext. 3335 or by email [nancy.marucci@nyserdera.ny.gov](mailto:nancy.marucci@nyserdera.ny.gov). Contacting anyone other than the Designated Contacts (either directly by the proposer or indirectly through a lobbyist or other person acting on the proposer's behalf) in an attempt to influence the procurement: (1) may result in a proposer being deemed a non-responsible offerer, and (2) may result in the proposer not being awarded a contract.

\*Late proposals will be returned. Incomplete proposals may be subject to disqualification. It is the proposer's responsibility to ensure that all pages have been included in the proposal. Faxed or e-mailed proposals will not be accepted. Proposals will not be accepted at any other NYSERDA location other than the address above. If changes are made to this solicitation, notification will be posted on NYSERDA's web site at <https://www.nyserdera.ny.gov>.

## I. INTRODUCTION

NYSERDA's Building Operations and Maintenance Workforce Development and Training Program seeks to reduce energy use and associated carbon emissions while saving building operators and owners money by building the skills of operations and maintenance staff and managers across the state. The goal is to provide support to help employers and building owners with workforce development and training projects that create the talent development strategy, corporate culture, on-site training framework, and training tools needed to support building operations and maintenance workers beyond classroom training. NYSERDA will support eligible projects by providing funding for activities such as, but not limited to, on-site training laboratories, curriculum development, career pathways training, coaching/mentorships, apprenticeships, internships, training trainers within a company, and partnerships with manufacturers. Projects submitted to this PON should be designed to help employers build upon their employees' technical skills and reduce facility energy use, while realizing other corporate benefits such as reduced equipment downtimes, increased occupant comfort, reduced occupant complaints and tenant turnover, increased numbers of staff with national certifications, and opportunities for promotion and career advancement.

This program targets the operations and maintenance workforce employed in the following building types: multifamily housing, office buildings, retail, colleges and universities, hospitals and health care facilities, state and local governments, not-for-profit and private institutions, industrial facilities, and public and private K-12 schools. Other building types will be evaluated on a case-by-case basis. Eligible participants include facilities that are New York State electricity customers of a participating utility company and are paying into the System Benefits Charge (SBC)/ Clean Energy Fund (CEF). An entity that employs building operations and maintenance workers must be the lead proposer. Proposals must be for buildings or groups of buildings, including partnerships of businesses with common training needs and skills gaps that have total annual energy expenditures of \$1 million or more. Building operations and maintenance occupations or job titles that are targeted for hands-on and on-site training under this program may include, but are not limited to, the following: facilities and property managers; operating and stationary engineers; technicians; building superintendents; maintenance workers; mechanics and supervisors; electricians; HVAC technicians; procurement staff; facility coordinators; and energy/sustainability managers.

It is anticipated that proposals will be aimed at developing comprehensive workforce development and training initiatives to train new workers and advance the skills of existing workers. It is anticipated that **eligible training initiatives** funded under this PON will be equipment- or operations and maintenance-based. Equipment-based skills training can target categories such as, but not limited to, the following:

- Lighting and controls
- HVAC equipment (packaged or split systems)
- Domestic hot water
- Boilers, hot water and steam distribution systems
- Ventilation, economizers, demand management and other ventilation controls
- Motors and drives
- Fans and air distribution systems
- Chiller/chilled water systems
- Cooling towers
- Water pumps
- Pneumatic system and controls
- Building diagnostics
- Building envelope

- Thermal storage systems
- Solar water heating
- Photovoltaics
- Energy and building management systems
- Whole building/building science
- Digital controls

Operations and maintenance training can target general or very specific areas such as:

- Cleaning heat exchangers and coils
- Optimizing supply air temperatures
- Equipment scheduling (boilers, pumps, fans, etc.)
- Tuning up boilers
- System commissioning
- Chiller optimization
- Matching boiler capacity to loads
- Utilizing natural ventilation where possible
- Measuring and optimizing system performance
- Setback temperatures
- Monitoring pump operating temperatures
- Heat recovery
- Indoor air quality
- Water efficiency
- Environmental health and safety
- Energy accounting

### **Successful Proposals**

It is anticipated that a successful proposal will result in training initiatives and outcomes that can be replicated and shared with others within the same industry or across industries. A successful proposal will:

- Result in the implementation of training elements that address specific skills gaps and that are integrated into standard business procedures;
- Demonstrate how a project can be replicated throughout an organization, either as part of the proposed project scope, efforts funded through this PON, or through future efforts addressed as part of the proposers' plan to sustain training activities beyond the project scope proposed;
- Reach the number of building operations and maintenance workers necessary to have measurable energy and non-energy benefits, either as part of the proposed scope or through sustainability planning;
- Result in operational cost savings and;
- Promote measurable reductions in energy use and carbon emissions.

A proposal should be aimed at continuously advancing the skills of new or existing building operations and maintenance workers beyond typical classroom training or beyond training that is currently available in the market. Following are a few examples of areas eligible for funding:

- Developing and implementing a new, New York State registered apprenticeship program or modifying an existing registered apprenticeship program, including developing or modifying

- curriculum and training trainers.
- Developing a training lab at a building site, supported by other training elements like those mentioned below.
- Developing a job mentoring program that includes training mentors, classroom training, on-the-job training with a defined training plan, and/or developing operations and maintenance manuals as training tools.
- Partnerships between employers with job openings and technical high schools and/or colleges to introduce students with basic skills training to career opportunities through a plan that may include internships, pre-apprenticeships, mentoring, advanced training, and/or job shadowing.
- Initiatives to support advanced training that leads to national certifications, including activities to recognize employees that achieve training milestones.

Proposers may be able to complete proposed tasks on their own, or proposals can include partnerships with other organizations to carry out the Scope of Work (i.e., to develop curriculum, develop and implement a plan to measure the energy and non-energy benefits associated with the project, train trainers, etc.). NYSERDA will also support measurement and verification of project impacts; foster employer partnerships with training organizations; share project results and outcomes with similar organizations through the NYSERDA website and case studies; and facilitate industry partnerships to help in addressing common barriers.

An informational webinar for potential bidders will be held on **February 23, 2017 from 11:00 a.m. – 12:00 p.m.**

## **II. PROGRAM BUDGET**

Total funding currently available for this solicitation is \$4,200,000. Additional funds may be added to the PON if funds become available, and it is anticipated that the PON could be reissued with or without modifications. If changes are made to this solicitation, notification will be posted on NYSERDA's web site at <https://www.nyserda.ny.gov>.

NYSERDA anticipates awarding multiple contracts under this solicitation, with a maximum initial award of \$400,000 per contracts. Contracts may be modified/extended, and additional funds may be added, if justified and if additional funds are available. NYSERDA may partially fund proposals.

Proposers will be required to provide 50% cost share, which can include cash or in-kind services. Some examples of eligible cost share, for example, could include employees' wages during training, equipment from manufacturers that will be used exclusively for training purposes, training fees offset by a third party, etc.

Examples of approved uses of NYSERDA funds include, but are not limited to, classroom training and certification costs; hands-on training equipment; development and implementation of internship programs (including costs associated with administering internships and intern wages); on-the-job training wage support for new hires (consistent with the duration of typical on-the-job training programs and when supported by other activities in a training plan) and; curriculum development.

## **III. PROGRAM REQUIREMENTS**

### **Eligibility Requirements:**

- Eligible participants include facilities that are New York State electricity customers of a participating utility company and are paying into the System Benefits Charge (SBC)/Clean

Energy Fund (CEF). Such entities may include, but are not limited to the following: multifamily housing, office buildings, retail, colleges and universities, hospitals and health care facilities, state and local governments, not-for-profit and private institutions, industrial, and public and private K-12 schools. Other building types will be evaluated on a case-by-case basis.

- An entity that employs building operations and maintenance workers must be the lead proposer. Such entities may include, but are not limited to, the following: building owners, facility managers, property management companies, or business associations/trade groups that represent or are comprised of employers. While training partners can be partners or subcontractors, a training provider cannot be the lead proposer.
- Participating buildings, campuses, or groups of participating buildings in a proposal must have total energy expenditures of \$1 million or more annually (all fuels and all uses).
- Preference will be given to proposals that exceed the minimum requirements outlined below and funding requests should be commensurate with the project's impact.

#### **IV. PROJECT REQUIREMENTS**

Projects must:

- Have a Scope of Work that details project goals, objectives, tasks, deliverables, and outcomes.
- Identify the skills gaps being addressed, the training initiatives to address those gaps, and the job titles or occupations being impacted.
- Include a plan and specific tasks to ensure the efforts are self-sustaining after NYSERDA support has ended, and impact building operations and maintenance staff within an organization or across partnering organizations during the project and after it has been completed;
- Have a measurable impact on the workers trained, both advancing the skills of existing workers and providing applicable skills to new workers.
- Include energy savings targets and tasks to measure and verify savings. Projects must identify energy savings goals (basic estimates are acceptable in applications, but more detailed estimates will be viewed more favorably) and outline plans to monitor and verify energy savings over a reasonable time (such as over 6-12 months or a time period that addresses seasonal energy consideration, i.e., through two heating or cooling cycles). For example, depending on the scope and scale of the project, energy savings may be verified through bill analyses or data monitoring equipment. While some estimate that building owners can save five to 20 percent on their energy bills annually by implementing operations and maintenance best practices, proposers should determine realistic savings targets on a case-by-case basis.
- Demonstrate replicability, and result in deliverables that can be shared, as appropriate, with similar organizations or building types.

Projects should also:

- Include a plan to identify non-energy goals and benefits and a strategy for measuring or monitoring such impacts (i.e., reduced staff turnover, increased occupant satisfaction and reduced tenant turnover, reduced equipment downtime, and increased number of worker certifications); and/or
- Demonstrate how they will leverage existing classroom training, if applicable. If it can be demonstrated that necessary training is not available in the market, new curriculum can be developed--ideally combined with one or more of the other hands-on, on-site training components mentioned above; and/or
- Include partnerships to leverage existing or other resources, and share results, where appropriate, either between employers, across multiple properties, or with training providers. For example, a

business could partner with a training provider to develop curriculum or develop training protocols for job shadowing; or a business could partner with a manufacturer to develop customized training modules or develop operations and maintenance manuals; and/or

- Identify and explore opportunities to hire and advance the skills of workers that need special assistance entering the clean energy labor market such as, but not limited to, unemployed, under-employed, transitioning, or displaced workers. Partnerships could include working with a community-based organization to develop job placement and career pathway steps for workers needing special assistance to enter the job market.

Preference will be given to proposals that include strategies that address one or more of the four bullets above.

## V. SCOPE OF WORK REQUIREMENTS

Proposers must include a detailed Scope of Work in their Application. The Application and Scope of Work must include project goals, objectives, tasks, deliverables, and outcomes. See Attachment D for an Example Scope of Work.

The Scope of Work must include:

- Specific tasks and deliverables to develop an in-house energy training culture, infrastructure, and activities that result in continuous, organization-wide training to provide skills to new workers and/or advance the skills of existing workers.
- A task that outlines steps that will be taken to ensure the project results in a sustainable effort that is incorporated into the corporate culture and, as appropriate, shared with others with similar skills gaps and workforce training needs.
- Clearly identified skills gaps being addressed and the training initiatives to address those gaps.
- The type and number of workers being trained in each training task and overall.
- A task for measuring energy and non-energy benefits associated with training.

Additional Scope of Work tasks related to specific training initiatives, for example, COULD include one or more of the following:

- **Curriculum Development:** If new curriculum is proposed, the Scope of Work should identify the market gap that the curriculum will address; describe the proposed curriculum; and identify who will develop the curriculum (e.g., it could be a training partner identified in the proposal). How will the curriculum meet a current gap in the market?
- **Train-the-Trainer:** The Scope of Work should address how the program will develop internal capacity and the roles of trainers for training new or existing staff. What training will they need and how will it be provided/accessed? What skills gaps are being addressed?
- **Employee Training:** Provide details on who will be trained, how, and on what skills. Will training lead to or prepare workers for national certifications? What happens after staff are trained?
- **Career Pathways Training:** If your proposal includes activities to develop career paths for new or existing employees, the Scope of Work should identify the training needs, skills, and job titles along each career path. Will efforts include activities to hire workers that need special assistance entering the clean energy labor market?

- **Internships/Pre-Apprenticeships/Apprenticeships/On-the-Job Training:** Provide training and task details, and indicate the number of hours for the initiative once implemented. For example, how many training hours, including classroom hours, would an on-the-job training plan or internship include?
- **Partnerships with Manufacturers:** Describe the roles and expectations of manufacturers in any training activities. How will you work with manufacturers to leverage existing training or training equipment, support the development of training and maintenance manuals, etc.?
- **Build a Hands-On Training Laboratory On-Site:** Tasks should detail what a training laboratory will include (equipment), where it will be located, who will have access to it, who the trainers will be at the laboratory, how it fits into a training plan, and why it is needed on-site. How will the lab be staffed and maintained after the project is complete?

**Proposals that include and integrate several of the activities mentioned above, as examples, are more likely to have an impact on addressing skills gaps and be sustainable. As a result, such proposals are more likely to be funded than projects that only include one discrete element.**

## **VI. SCHEDULE REQUIREMENTS**

Include a schedule for all tasks and deliverables, completion dates, or other detail, as applicable. Projects should be completed within 24 months or less from contract execution. Contracts could be executed within weeks of submitting a complete, successful proposal. See suggested schedule format in the Application Form, Attachment C.

## **VII. BUDGET REQUIREMENTS**

Include a detailed budget for the proposal that shows hours and dollars allocated to each task of the Scope of Work. The budget must be reasonable and must show the portion being requested from NYSERDA and the portion that is the proposers' or proposing team's responsibility. Work completed or costs incurred prior to NYSERDA's receipt of the Application are ineligible for funding or for consideration as cost share. See the suggested budget format in the Application Form, Attachment C and budget details in Section II, PROGRAM BUDGET.

## **VIII. EVALUATION CRITERIA (72 points is the minimum threshold of 100 possible points. No proposal with a score of less than 72 will be considered for contract negotiations.)**

- Cost Effectiveness of the Proposal – 20 points
  - Are the costs reasonable?
  - Is the funding requested commensurate with the impact a project will have (number trained, energy savings, non-energy benefits)?
- Energy Savings Goals and Verified Energy Savings – 17 points
  - Will the project have a measurable impact on energy use?
  - Does the project identify energy savings goals? (Basic estimates are acceptable in applications, but detailed goals will be viewed more favorably.)
  - Does the project include a plan (and a Scope of Work task) to monitor and verify energy savings over a reasonable time?



- Self-sustaining After NYSERDA Support Has Ended; Training Integrated into Corporate Culture - 15 points
  - Is the impact on building operations and maintenance staff within an organization or across partnering organizations clearly identified during the project and after it has been completed?
  - Does the project address sustainability after the project is completed and integrate or leverage complementary training elements into a comprehensive plan to continuously advance the skills of existing workers or provide a career path for new workers?
- Scope of Work – 12 points
  - Does the Scope of Work have well-defined tasks and deliverables to develop an in-house energy training culture, infrastructure, and activities that result in continuous, organization-wide training to provide targeted skills to new workers and/or advance the skills of existing workers?
  - Does the Scope of Work clearly identify skills gaps being addressed and the training initiatives to address those gaps?
  - Are the type and number of workers being trained specified in each training task and overall?
  - Is there a task that outlines steps that will be taken to ensure the project results in a sustainable effort that is incorporated into the corporate culture?
- Replicable – 10 points
  - Can the project be replicated throughout an organization or throughout a proposing team?
  - Will the project result in deliverables that can be used to share project results and lessons learned with other similar organizations or building types?
- Efforts to Hire Workers that Need Assistance Entering the Clean Energy Labor Market – 10 points
  - Is there a component to identify and explore opportunities to hire and advance the skills of unemployed, under-employed, transitioning, or displaced workers?
- Plan to Identify and Measure Non-Energy Benefits – 8 points
  - Is there a reasonable strategy for measuring or monitoring non-energy benefits and impacts (i.e., cost savings, reduced staff turnover, increased occupant satisfaction, reduced tenant turnover, reduced equipment downtime, and/or increased number of worker certifications)?
- Maximize Impact and Leverage Existing Resources - 8 points
  - Is there leveraging of resources, such as subject matter experts, curriculum, equipment, training facilities, etc.)?
  - Are there teaming arrangements between employers, across multiple properties, or with training providers?

### **Programmatic Considerations:**

NYSERDA reserves the right to ensure the distribution of participants across multiple sectors and geographically across New York State and to ensure that projects selected for funding optimize the use of available funding to achieve programmatic objectives. NYSERDA also reserves the right to limit the number of awards per applicant and interview applicants.

## **IX. Evaluation Process**

### **Evaluation Process:**

Proposals that meet the eligibility and project requirements detailed in Sections II, III, and IV will be reviewed at least biweekly by a Scoring Committee using the Evaluation Criteria identified above. After the proposals are reviewed, NYSERDA will inform each proposer of their selection status. Applicants receiving favorable evaluations may also be asked to address specific questions or recommendations of the Scoring Committee, or make modifications to the Scope of Work before being awarded funding. NYSERDA reserves the right to accept or reject any or all proposals received, to negotiate with all qualified sources, or to cancel the PON in part or in its entirety when it is in NYSERDA's best interest. NYSERDA may request additional data or material to support proposals.

### **Successful Proposals:**

After review by the Scoring Committee, recommendations and comments on proposal documents must be resolved. Then, NYSERDA will make a final decision and will notify applicants whether the proposal has been selected to receive an award. An award under this PON will result in a contract. NYSERDA may award a contract based on applications without discussion or following limited discussion.

### **Denied Applications:**

Proposers whose applications are denied may request a debriefing and may reapply under the Program Opportunity Notice as long as funding is available.

### **Informational Webinar:**

NYSERDA will conduct an informational webinar on **February 23, 2017 from 11:00 a.m. – 12:00 p.m.** Eastern Time during which NYSERDA will review this PON, the application requirements, and answer questions. Applicants who intend to participate can send an email to [wfinfo@nyserda.ny.gov](mailto:wfinfo@nyserda.ny.gov) with the subject line "PON 3442 Applicant Webinar" and information on how to participate will be provided.

Applicants are encouraged to submit written questions to [wfinfo@nyserda.ny.gov](mailto:wfinfo@nyserda.ny.gov) prior to the webinar and will also have the opportunity to type in questions during the webinar through the webinar portal. Following the webinar, NYSERDA will post questions and responses on this webpage. NYSERDA will post all questions anonymously, and NYSERDA's written responses will supersede any responses given during the Applicant Webinar.

## **X. GENERAL CONDITIONS**

**Proprietary Information** - Careful consideration should be given before confidential information is submitted to NYSERDA as part of your proposal. Review should include whether it is critical for evaluating a proposal, and whether general, non-confidential information, may be adequate for review purposes.

The NYS Freedom of Information Law, Public Officers law, Article 6, provides for public access to information NYSERDA possesses. Public Officers Law, Section 87(2)(d) provides for exceptions to disclosure for records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." Information submitted to NYSERDA that the proposer wishes to have treated as proprietary, and confidential trade secret information, should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should be excepted. See

Public Officers Law, Section 89(5) and the procedures set forth in 21 NYCRR Part 501 <http://www.nyserda.ny.gov/About/-/media/Files/About/Contact/NYSERDA-Regulations.ashx>. However, NYSERDA cannot guarantee the confidentiality of any information submitted.

**Omnibus Procurement Act of 1992** - It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises, as bidders, subcontractors, and suppliers on its procurement Agreements.

Information on the availability of New York subcontractors and suppliers is available from:

Empire State Development  
Division for Small Business  
625 Broadway  
Albany, NY 12207

A directory of certified minority- and women-owned business enterprises is available from:

Empire State Development  
Minority and Women's Business Development Division  
625 Broadway  
Albany, NY 12207

**State Finance Law sections 139-j and 139-k** - NYSERDA is required to comply with State Finance Law sections 139-j and 139-k. These provisions contain procurement lobbying requirements which can be found at <https://online.ogs.ny.gov/legal/lobbyinglawfaq/default.aspx>. The attached Proposal Checklist calls for a signature certifying that the proposer will comply with State Finance Law sections 139-j and 139-k and the Disclosure of Prior Findings of Non-responsibility form includes a disclosure statement regarding whether the proposer has been found non-responsible under section 139-j of the State Finance Law within the previous four years.

**Tax Law Section 5-a** - NYSERDA is required to comply with the provisions of Tax Law Section 5-a, which requires a prospective contractor, prior to entering an agreement with NYSERDA having a value in excess of \$100,000, to certify to the Department of Taxation and Finance (the "Department") whether the contractor, its affiliates, its subcontractors and the affiliates of its subcontractors have registered with the Department to collect New York State and local sales and compensating use taxes. The Department has created a form to allow a prospective contractor to readily make such certification. *See*, ST-220-TD (available at [http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf)). Prior to contracting with NYSERDA, the prospective contractor must also certify to NYSERDA whether it has filed such certification with the Department. The Department has created a second form that must be completed by a perspective contractor prior to contacting and filed with NYSERDA. *See*, ST-220-CA (available at [http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf)). The Department has developed guidance for contractors which is available at <http://www.tax.ny.gov/publications/sales/pub223.pdf>.

**Contract Award** - NYSERDA anticipates making multiple awards under this solicitation. It may award a contract based on initial applications without discussion or following limited discussion or negotiations. Each offer should be submitted using the most favorable cost and technical terms. NYSERDA may request additional data or material to support applications. NYSERDA will use the Sample Agreement for successful proposals. NYSERDA may at its discretion elect to extend and/or add funds to any project funded through this solicitation. NYSERDA expects to notify applicants in approximately four weeks from the receipt of an application whether the application has been selected to receive an award.

**Limitation** - This solicitation does not commit NYSERDA to award a contract, pay any costs incurred in preparing a proposal, or to procure or contract for services or supplies. NYSERDA reserves the right to accept or reject any or all proposals received, to negotiate with all qualified sources, or to cancel in part or in its entirety the solicitation when it is in NYSERDA's best interest. NYSERDA reserves the right to disqualify proposers based upon the results of a background check into publicly available information and the presence of a material possibility of any reputational or legal risk in making of the award.

**Disclosure Requirement** - The proposer shall disclose any indictment for any alleged felony, or any conviction for a felony within the past five years, under the laws of the United States or any state or territory of the United States, and shall describe circumstances for each. When a proposer is an association, partnership, corporation, or other organization, this disclosure requirement includes the organization and its officers, partners, and directors or members of any similarly governing body. If an indictment or conviction should come to the attention of NYSERDA after the award of a contract, NYSERDA may exercise its stop-work right pending further investigation, or terminate the agreement; the contractor may be subject to penalties for violation of any law which may apply in the particular circumstances. Proposers must also disclose if they have ever been debarred or suspended by any agency of the U.S. Government or the New York State Department of Labor.

## **XI. ATTACHMENTS:**

Attachment A – Proposal Checklist

Attachment B – Disclosure of Prior Findings of Non-Responsibility Form (Mandatory)

Attachment C – Application Form

Attachment D – Sample Scope of Work

Attachment E – Instructions for Electronic Signature

Attachment F – Sample Agreement



**ATTACHMENT A  
PROPOSAL CHECKLIST (MANDATORY)**

Proposal Title		Due Date	
<b>Primary Contact</b> (Prime Contractor)		Title	
Company	Phone	Fax	
	e-mail		
<input type="checkbox"/> By checking this box I certify that the TIN number submitted is <b>not</b> a social security number. If your tax id number is your social security number please leave information blank and contact NYSERDA.			<b>Federal Tax Identification Number:</b>
Address	City	State or Province	Zip
<b>Secondary Contact</b>		Title	
Company	Phone	Fax	
	e-mail		
Address	City	State or Province	Zip
<b>THE PRIME CONTRACTOR MUST SIGN THIS FORM BELOW and ANSWER THE FOLLOWING QUESTIONS:</b>			
Do you accept all Terms & Conditions in the Sample Agreement? (If no, explain on separate page) <b>(NYSERDA may or may not accept any of the listed exceptions; NYSERDA reserves the right to limit any negotiations to exceptions specifically identified herein.)</b> <span style="float: right;">___Yes ___No</span>			
Do you wish to have any information submitted in your proposal package treated as proprietary or confidential trade secret information? If yes, you must identify and label on each applicable page "confidential" or "proprietary" (For additional information regarding this, please refer to the section entitled "Proprietary Information" in the solicitation document). <span style="float: right;">___Yes ___No</span>			
Have you been indicted/convicted for a felony within the past 5 years? (if yes, explain on separate pg) <span style="float: right;">___Yes ___No</span>			
Are you a Minority or Women-Owned Business Enterprise? <span style="float: right;">___Yes ___No</span>			
Does your proposal contain Minority or Women-Owned Business enterprises as subcontractors? <span style="float: right;">___Yes ___No</span>			
Are you submitting the required number of copies? (See proposal instructions.) <span style="float: right;">___Yes ___No</span>			
Is other public funding pending/awarded on this and/or very similar topic (prior and/or competing proposals)? (if yes, explain on separate page) <span style="float: right;">___Yes ___No</span>			
<b>ON WHAT PAGE IN YOUR PROPOSAL CAN THESE ITEMS BE FOUND?</b>			
Provide list of items consistent with Proposal Requirements section of solicitation:		Indictment/Conviction of Felony _____ (if applicable) NYSERDA Contracts Awarded _____ (if applicable) Prior and/or Competing Proposals _____ (if applicable) Exceptions to Terms & Conditions _____ (if applicable) Completed and Signed Contract Pricing Proposal Form(s) _____ Disclosure of Prior Findings of Non-responsibility Form _____	
<b>AUTHORIZED SIGNATURE &amp; CERTIFICATION</b>			
I certify that the above information, and all information submitted in connection with State Finance Law §139-j and §139-k, is complete, true, and accurate, that I have read and reviewed the Standard Terms and Conditions set forth in the attached Sample Agreement and that I accept all terms unless otherwise noted herein, and that the proposal requirements noted have been completed and are enclosed. I affirm that I understand and will comply with NYSERDA's procedures under §139-j(3) and §139-j(6)(b) of the State Finance Law. I understand that this proposal may be disqualified if the solicitation requirements are not met. I, the undersigned, am authorized to commit my organization to this proposal.			
Signature		Name	
Title		Organization	
Phone			

**NOTE:** This completed form **MUST** be signed and attached to the front of all copies of your proposal.

**Attachment B**

**Disclosure of Prior Findings of Non-responsibility Form  
(Mandatory)**

Name of Individual or Entity seeking to enter the procurement contract:		
Address:		
Date:		
Solicitation or Agreement Number:		
Name and Title of Person Submitting this Form:		
Has any Governmental Entity made a finding of non-responsibility regarding the Individual or Entity seeking to enter the Procurement Contract in the last four years?		Yes
		No
Was the basis for the finding of non-responsibility due to a violation of §139-j of the State Finance Law?		Yes
		No
Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?		Yes
		No
If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility:		
Government Agency or Authority:		
Date of Finding of Non-responsibility:		



Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named Individual or Entity due to the intentional provision of false or incomplete information?		Yes
		No

If you answered yes, please provide details:

Government Agency or Authority:

Date of Termination or Withholding of Contract:

Offerer certifies that all information provided to NYSERDA with respect to State Finance Law §139-k is complete, true, and accurate.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



# Workforce Training: Building Operations and Maintenance

Applicant and Customer Eligibility - The Customer listed on this Application must be an electric customer who pays the System Benefits Charge (SBC)/Clean Energy Fund (CEF) as part of its electric bill. The New York State Energy Research and Development Authority (NYSERDA) will determine the eligibility of the Applicant and Customer as part of the Application review process. The party seeking the incentive is the Applicant.

## FACILITY INFORMATION

Facility Name

Address

City

State

Zip

Contact Person

Title

Phone Number

Email Address

Organization Mission

Total number of employees

Number of employees that are certified building operators

Approximate number of employees that focus on the operation and maintenance of building(s)

## FACILITY DESCRIPTION AND KEY AREAS TARGETED FOR TRAINING

Description of building(s) that will directly participate in the workforce training project being proposed and targeted areas for training. Participating buildings MUST pay into the System Benefits Charge (SBC)/Clean Energy Fund (CEF). If there are multiple buildings, additional pages or a spreadsheet can be provided for convenience.

### Building #1

Facility Sector:

☐ Agriculture

☐ Commercial Retail

☐ Healthcare

☐ K-12 School

☐ College/University

☐ Data Center

☐ Hospitality

☐ Not-for-profit

☐ Commercial Office

☐ Government

☐ Industrial

☐ Other

Address

City

State

Zip

Facility Square Footage

Total Energy Cost (Annual \$)

Priority areas for energy efficiency improvements in building. (See categories in Section 1 for efficiency improvement areas.)



Estimated energy savings goal attributable to training for building (% total use) \_\_\_\_\_

Total number of operations and maintenance staff \_\_\_\_\_

List targeted occupations/job titles for training such as: facilities and property managers; operating and stationary engineers; technicians; building superintendents; maintenance workers; mechanics and supervisors; electricians; HVAC technicians; procurement staff; facility coordinators; and energy/sustainability managers.

**Building #2**

Facility Sector:

- |                                             |                                            |                                      |                                         |
|---------------------------------------------|--------------------------------------------|--------------------------------------|-----------------------------------------|
| <input type="checkbox"/> Agriculture        | <input type="checkbox"/> Commercial Retail | <input type="checkbox"/> Healthcare  | <input type="checkbox"/> K-12 School    |
| <input type="checkbox"/> College/University | <input type="checkbox"/> Data Center       | <input type="checkbox"/> Hospitality | <input type="checkbox"/> Not-for-profit |
| <input type="checkbox"/> Commercial Office  | <input type="checkbox"/> Government        | <input type="checkbox"/> Industrial  | <input type="checkbox"/> Other          |

Address	City	State	Zip
---------	------	-------	-----

Facility Square Footage	Total Energy Cost (Annual \$)
-------------------------	-------------------------------

Priority areas for energy efficiency improvements in building. (See categories in Section 1 for efficiency improvement areas.)

Estimated energy savings goal attributable to training for building (% total use) \_\_\_\_\_

Total number of operations and maintenance staff \_\_\_\_\_

List targeted occupations/job titles for training such as: facilities and property managers; operating and stationary engineers; technicians; building superintendents; maintenance workers; mechanics and supervisors; electricians; HVAC technicians; procurement staff; facility coordinators; and energy/sustainability managers.

**Building #3**

Facility Sector:

- |                                             |                                            |                                      |                                         |
|---------------------------------------------|--------------------------------------------|--------------------------------------|-----------------------------------------|
| <input type="checkbox"/> Agriculture        | <input type="checkbox"/> Commercial Retail | <input type="checkbox"/> Healthcare  | <input type="checkbox"/> K-12 School    |
| <input type="checkbox"/> College/University | <input type="checkbox"/> Data Center       | <input type="checkbox"/> Hospitality | <input type="checkbox"/> Not-for-profit |
| <input type="checkbox"/> Commercial Office  | <input type="checkbox"/> Government        | <input type="checkbox"/> Industrial  | <input type="checkbox"/> Other          |

Address

City

State

Zip

Facility Square Footage

Total Energy Cost (Annual \$)

Priority areas for energy efficiency improvements in building. (See categories in Section 1 for efficiency improvement areas.)

Estimated energy savings goal attributable to training for building (% total use) \_\_\_\_\_

Total number of operations and maintenance staff \_\_\_\_\_

List targeted occupations/job titles for training such as: facilities and property managers; operating and stationary engineers; technicians; building superintendents; maintenance workers; mechanics and supervisors; electricians; HVAC technicians; procurement staff; facility coordinators; and energy/sustainability managers.

**PROPOSED CATEGORIES FOR TRAINING (check all that apply)**

- |                                                        |                                                                      |                                                    |
|--------------------------------------------------------|----------------------------------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> Boiler/Hot Water/Steam System | <input type="checkbox"/> Economizer/Ventilation Controls             | <input type="checkbox"/> Package/Split-System HVAC |
| <input type="checkbox"/> Chiller/Chilled Water Systems | <input type="checkbox"/> Fan Optimization/Air Distribution           | <input type="checkbox"/> Water Pump Optimization   |
| <input type="checkbox"/> Cooling Tower Optimization    | <input type="checkbox"/> HVAC Equipment Scheduling/Space Temperature |                                                    |
| <input type="checkbox"/> Domestic Hot Water            | <input type="checkbox"/> Lighting                                    | <input type="checkbox"/> Other _____               |

## DESCRIPTION OF PROJECT OBJECTIVES AND SCOPE

### Add additional pages if necessary

Give a brief description of the proposed project including project objectives (1-2 paragraphs).

Provide the total number of staff to be trained (either as trainers or students) and a breakdown of number trained by title or occupation during the project.

How many staff members will be trained by the completion of the proposed Scope of Work, include the potential number of employees trained beyond the project (through a sustained corporate commitment to continue training beyond the project with NYSERDA) annually or over a specified time period. (List total number of employees by title or occupation.)

What will you do to ensure the project efforts are sustained beyond the project period and become integrated into the company culture? (1-2 paragraphs, also a required task in Scope of Work.)

Describe the energy and non-energy benefits to be tracked. Focus on the key benefits that will help make the business case for continuing training. (1-2 paragraphs, also a required task in Scope of Work.)

## SCOPE OF WORK AND TASKS TO BE PERFORMED

The Scope of Work is an action document that specifically delineates the steps required to accomplish the tasks outlined. The Scope of Work must include:

- Specific tasks and deliverables to develop an in-house energy training culture, infrastructure, and activities that result in continuous, organization-wide training to provide skills to new workers and/or advance the skills of existing workers.
- A task that outlines steps that will be taken to ensure the project results in a sustainable effort that is incorporated into the corporate culture.
- Clearly identified skill gaps being addressed and the training initiatives to alleviate those gaps.
- The type and number of workers being trained in each training task and overall.
- A task for measuring energy benefits associated with training.

The Scope of Work must be prepared as an ordered set of tasks, including subtasks as necessary. Each task requires a deliverable. The proposer is required to describe their approach/methodology and define their rationale for the proposed approach. They should describe the actions they will take to complete each task and the anticipated outcome of each task. Therefore, each action should be identified, indicating who will perform it, how and when it will be performed, and its anticipated measurable deliverables. **The Scope of Work must be provided and attached to this application as additional pages.**

### Example of task structure:

Task 1 Title:

Task 1.A

Task 1.B

Task 1.C

Task 1 Deliverables

## SCHEDULE

Please provide an anticipated schedule for completing tasks. This schedule can be in weeks or months from contract execution and should be for a maximum of 24 months. The schedule should correspond to the individual tasks and budget. Example below.

### Schedule Example

Task No.	Title or Description	January 2017	February 2017	March 2017	April 2017	May 2017	June 2017	July 2017	August 2017	September 2017	October 2017	November 2017	December 2017
1.	Train Trainers												
2.	Develop Internship Program												
3.													
4.													
5.													
6.													

## BUDGET

Complete Budget tables or equivalent by task. Provide total cost breakdown between applicant co-share and NYSERDA share. Co-share may include cash and in-kind funds.

Task	NYSERDA Amount	Applicant co-share	Total
1. Train trainer	\$ 2,500	\$ 2,500	\$ 5,000
2. Develop internship program	\$ 6,000	\$ 4,000	\$ 10,000
3. Purchase Equipment	\$ 1,500	\$ 3,500	\$ 5,000
4.	\$	\$	\$
5.	\$	\$	\$
6.	\$	\$	\$
7.	\$	\$	\$
<b>Total</b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>	<b>\$ 20,000</b>

Cost-sharing for individual tasks may vary between applicant and NYSERDA; However, total cost must result in a 50/50 split.

### Breakdown of Total Costs by Element and By Task (Complete for each task)

Cost Element
Direct Materials
Direct Labor
Equipment
Travel
Other Direct Costs
Subcontractors/Consultants

## AGREEMENT AND SIGNATURE

I certify that all statements made in this Application and required documents provided are true and correct to the best of my knowledge. I agree to the terms and conditions of the Program set forth in this Application. A signature is required from the Applicant.

Applicant Name and Title: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment D**  
**SCOPE OF WORK (Example)**

Company Name  
Project Director Name  
Street Address  
City, State Zip code  
Email/Phone/Fax

**TRAINING OBJECTIVES**

The objectives to be accomplished under this Agreement with x, hereafter known as the Contractor, are the following: *Briefly discuss (in approximately two paragraphs) the identified talent needs or skills gaps, how your project will address them, and how many total individuals will participate.*

**TASK 1 – PARTNERSHIPS/SUBCONTRACTS - If Applicable to Your Project**

The Contractor shall enter into Subcontracts with the following organizations to achieve the objectives of this project. *If subcontractors or partners will participate, please list them, and briefly describe each organization's role and responsibilities.*

Regardless of subcontracting or other partnering arrangements, the Contractor shall be solely responsible for the timely completion of all the tasks in the Statement of Work. The Contractor shall complete all project management activities necessary for the performance of this Statement of Work, as per attached schedule and budget, which shall include the following activities:

- Coordinate the work of the Contractor's employees and those of Subcontractors and equipment vendors that are undertaking tasks described in this Statement of Work;
- Ensure control over the project budget and adherence to the project schedule; and
- Provide all project reporting to NYSERDA as specified in this Statement of Work.

Task 1 Deliverables: Copies of all Subcontracts and/or partnership agreements

***The Contractor shall not progress to Task 2 without first receiving written approval from the NYSERDA Project Manager. Such approval shall be based upon the acceptability to NYSERDA of any Subcontracts described in Task 1 and shall be granted or withheld at NYSERDA's sole discretion.***

**TASK 2: CURRICULUM DEVELOPMENT**

The Contractor shall develop, or direct (*name Subcontractor*) to develop, and submit to NYSERDA training curriculum that reflects current standards and best practices, as identified by independent and nationally-recognized subject matter experts, for each of the following classes: *List classes here.*

The Contractor shall develop a set of training materials to accompany each curriculum. These materials shall include, but not be limited to, a syllabus, presentation materials, worksheets, and field

training requirements and shall be provided for review and approval by the NYSERDA Project Manager in advance of any training.

Task 2 Deliverables:

- Training curriculum that reflects current standards and best practices
- Training materials for review/approval by the NYSERDA Project Manager in advance of any training

**TASK 3: CONDUCT TRAINING**

The Contractor shall implement screening procedures to ensure those seeking training meet the minimum requirements or possess the necessary prerequisites for the course(s) they wish to attend. *Briefly describe prerequisites or screening procedures, if applicable.*

The Contractor shall ensure all courses to be delivered meet the following criteria:

- Focus on the expectations, needs, and job requirements of the audience.
- Provide timely and high-quality content to address the objectives as described.
- Incorporate the use of hands-on exhibits and demonstrations, as applicable to the subject.
- Advance students' skills, prepare them for nationally-recognized certification programs, and/or lead to continuing education units (CEUs).
- Provide consistent messaging and delivery for the same materials in different training sessions.

The Contractor shall deliver the following courses: *List all courses and location where the courses will be delivered.*

The Contractor shall provide a course outline for each course to be delivered for review/approval by the NYSERDA Project Manager in advance of any training. Further, the Contractor shall provide the necessary staff capable of teaching the appropriate curricula for each course to be delivered.

The Contractor shall provide each attendee pre- and post-training surveys, which will be furnished by NYSERDA, and shall submit completed surveys, class rosters, and monthly metrics reports to the NYSERDA Project Manager, as described in Task 7.

Task 3 Deliverables:

- Resumes of instructors
- Course outlines for review by the NYSERDA Project Manager in advance of any training
- Completed pre- and post-training surveys for each training session
- Class roster for each training session and monthly cumulative training metrics

**TASK 4: INTERNSHIPS**

The Contractor shall ensure that a minimum of x training participants are placed in experiential, energy-related learning opportunities focusing on building and operations skills and occupations. The Contractor shall provide to the NYSERDA Project Manager a list of all internships with a description of each internship, location of the internships and the salary for each intern for approval prior to internship placement.



The Contractor shall screen intern candidates, administer payroll, mentor the interns during their internships, and assess progress. The Contractor shall monitor interns after placements and will report to NYSERDA the number obtaining long term, permanent employment with the Contractor.

**Task 4 Deliverables:**

- Internship report to be submitted to the NYSERDA Project Manager showing the number of participants placed in internships and the number of interns obtaining long term employment.

**TASK 5: ON-THE-JOB TRAINING**

The Contractor shall screen employees and identify candidates to participate in an on-the-job training program. An on-the-job training program is a formal period for **new** employees, directed by a training plan that is developed by an employer to teach the skills necessary for employment in that position. The training plan can be developed in partnership with a training provider and may be a combination of training on the job-site, supplemented by classroom training.

Once candidates have been identified, the Contractor shall provide to the NYSERDA Project Manager a detailed Training Plan for review/approval before training begins. Required information will include, but not be limited to, the following:

- Name of the employee(s) and current position(s)
- Identified training needs and goals
- Description of occupational skills to be learned on the job
- Wage/payroll information

The Contractor shall submit necessary data to NYSERDA for the reimbursement of wages for new employees participating in the on-the-job training program and the demonstrated cost-share by the business at a rate of 50%. The incentive for wage subsidy for new employees participating in on-the-job training is for a maximum period of six-months under this contract. NYSERDA will not reimburse employment beyond six months.

Additional incentives may be paid for reimbursement of outside training and related expenses, when applied for and reviewed/approved in advance by the NYSERDA Project Manager. The Contractor shall provide invoices and other required documentation as evidence that costs have been incurred and are consistent with program goals and requirements.

**Task 5 Deliverables:**

- Final training plans
- Salary statements, payroll data, and invoices for review by the NYSERDA Project Manager

**TASK 6: PLAN TO SUSTAIN TRAINING AFTER THE CONTRACT IS COMPLETE**

The Contractor shall develop a corporate strategy and Sustainability Plan to integrate new training initiatives within standard business procedures and merge training into the corporate culture to ensure continuation of training to address specific skills gaps and changing market needs. The Sustainability Plan should demonstrate how a project can be replicated throughout an organization, either as part of

the scope or work or through future efforts to sustain training activities beyond the project scope proposed. Include any future funding sources or partnerships to be leveraged as part of the Sustainability Plan.

Task 6 Deliverables:

- Sustainability Plan

**TASK 7 – PLAN TO MONITOR AND VERIFY ENERGY AND NON-ENERGY BENEFITS**

The Contractor shall develop a Project Benefits Plan to measure and verify energy and non-energy benefits associated with the workforce training initiatives. The Project Benefits Plan shall include energy savings targets and tasks to measure and verify savings. The Plan must identify energy savings goals (kWh and MWh) and outline plans to monitor and verify energy savings over a reasonable time (such as over 6-12 months or a time period that addresses seasonal energy consideration, i.e., through two heating or cooling cycles). The Projects Benefit Plan shall include details on how energy savings will be verified, such as through bill analyses or data monitoring equipment.

Further, the Plan shall identify non-energy goals and benefits and provide details on how non-energy benefits shall be measured or monitored. The Plan should address non-energy benefits such as, but not limited to reduced staff turnover, increased occupant satisfaction, reduced tenant turnover, reduced equipment downtime, and increased number of worker certifications as appropriate.

Task 7 Deliverables:

- Project Benefit Plan to measure and verify energy and non-energy benefits associated with workforce training initiatives implemented during the project.

**TASK 8 – EVALUATION**

The Contractor shall develop and administer evaluation instruments to gauge the success of the program and gather suggestions for improvement. Advance copies of all evaluation instruments shall be provided to the NYSERDA Project Manager before they are administered. Furthermore, the Contractor shall provide attendees with pre- and post-training surveys, using templates which will be furnished by NYSERDA, and shall also provide necessary metrics and data required by NYSERDA and described below.

Upon completion of all contracted training sessions the Contractor or its partners shall submit to the NYSERDA Project Manager the completed pre- and post-training surveys within two (2) weeks after each training and a summary of student performance within 30 days. This report shall include gathered project intelligence on number of students enrolled, number of students completing, student pass rate, and certifications achieved (if applicable).

Task 8 Deliverables:

- Evaluation instruments for review by the NYSERDA Project Manager
- Completed pre- and post-training surveys

**TASK 9 – REPORTING**

Reporting is basic to communication between the Contractor and NYSERDA's Project Manager. Reporting is necessary to measure progress and as a basis upon which the Project Manager assesses whether or not to approve the Contractor's invoices. **The NYSERDA Project Manager will not approve invoices during the course of this contract if all reporting is not current and provided in a satisfactory manner with appropriate detail as set forth below.**

The Contractor shall provide quarterly reports, within two (2) weeks of the last quarter, to NYSERDA's Project Manager electronically and shall deliver a Final Report, within 30 days after contract end date that summarizes the entire project. The Contractor shall report in detail on the progress for each task listed in this Statement of Work.

Reports shall include the following information:

- Title of project and contract number
- Reporting period
- Project progress, including tasks completed in quarter, tasks left to complete, etc.
- Information shall be provided in sections labeled as Task 1 (a, b, c), Task 2 (a, b, c), etc.
- Feedback from instructors delivering training
  - Identification of issues or concerns
  - Planned solutions
  - Areas where NYSERDA assistance is needed
- Status of curriculum updates, including submission of revised syllabus (if applicable)
- Metrics:
  - Summary of recruitment and training efforts
  - Complete list of courses conducted during the reporting period, including course titles, dates, instructor name and contact information, and locations where the training sessions were held
  - Completed pre- and post-training surveys
- All costs incurred to conduct student courses during the contract period
- List of materials purchased, if applicable

Task 9 Deliverables:

- Quarterly reports (electronic); Final Report; other reports as requested by the NYSERDA Project Manager

## **Attachment E**

### **NYSERDA - INSTRUCTIONS FOR ELECTRONICALLY SUBMITTING PROPOSALS**

**Please read the following instructions before submitting a proposal.**

1. Submit one proposal for each session.
2. Enter your e-mail address and click the “Validate Email” button to generate an automated email.
3. Check your email for the auto-generated email containing a link to validate your email address. Click the link to be taken back to the Funding Opportunity page and to begin the online submission process.
4. Upload as many files as needed, one at a time.
5. The electronic file names should include the proposing entity’s name in the title of the document. Note: there is a **100** characters limit.
6. You may submit Word, Excel, Zip, or PDF files. Individual files should be less than **1GB** file size.
7. PDF files must be searchable and therefore should be converted directly from an electronic document to PDF, rather than scanned.
8. After clicking the “Upload File” button, a list of your files will appear on the web page. You can delete files from this list if needed.
9. After all necessary files have been uploaded, review the list of documents to ensure that your proposal is complete and accurate.
10. Click the “Submit Proposal button.”
11. You will then be brought to a confirmation page listing the files received. Please print and save the confirmation page.
12. An auto-generated confirmation e-mail will be sent to the e-mail address you entered. Please save this e-mail.
13. When choosing to submit files electronically, the award/non-award notification letter will be sent to the e-mail address of the **Primary Contact listed on the Proposal Checklist.**

#### **Important Reminders:**

1. **The electronic proposal system closes promptly at 5pm Eastern Time on the due date of the solicitation.** Files in process or attempted for submission after 5pm will be locked out of the system. Please allow at least 15-30 minutes to enter/submit proposals.
2. E-mail or facsimile (fax) submittals will not be accepted.

#### **If you make an error:**

If after you click “Submit Proposals” you discover that a document(s) you submitted is incomplete or inaccurate follow these instructions:

1. Start the process over again and **resubmit the entire proposal**. You will receive another confirmation e-mail.
2. Immediately forward both confirmation e-mails (original and resubmission) to [proposals@nyserda.ny.gov](mailto:proposals@nyserda.ny.gov) with the subject line of “**Resubmittal**” and the PON/RFP/RFQ number.
3. NYSERDA will accept the second submission as your proposal. The first submission will be disregarded.

#### **If you need help:**

If you need help with this electronic proposal submission process, please contact Jill Baxter at [Jillina.Baxter@nyserda.ny.gov](mailto:Jillina.Baxter@nyserda.ny.gov) or 518-862-1090 ext. 3279 and the Program contact listed in the solicitation.

**ATTACHMENT F – SAMPLE AGREEMENT**

**New York State Energy Research and Development Authority  
("NYSERDA")**

**AGREEMENT**

1. Agreement Number:

2. Contractor:

3. Project Director:

4. Effective Date:

5. Total Amount of Award:

6. Project Period:

7. Commitment Terms and Conditions

This Agreement consists of this form plus the following documents:

- Exhibit A, Statement of Work;
- Exhibit B, General Contract Provisions, Terms and Conditions;
- Exhibit C, Standard Terms and Conditions;
- Exhibit D, Prompt Payment Policy Statement; and
- Exhibit E, 2012 Report Content Guide.

8. ACCEPTANCE. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE  
UNLESS EXECUTED BELOW BY NYSERDA.

**[CONTRACTOR]**

**NEW YORK STATE ENERGY  
RESEARCH AND  
DEVELOPMENT AUTHORITY**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name \_\_\_\_\_

Jeffrey J. Pitkin  
Treasurer

Title \_\_\_\_\_

STATE OF                    )  
                                      ) SS.:  
COUNTY OF                )

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned,  
a Notary Public in and for said State, personally appeared \_\_\_\_\_,  
personally known to me or proved to me on the basis of satisfactory evidence to be the  
individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged  
to me that he/she/they executed the same in his/her/their capacity(ies), and that by  
his/her/their signature(s) on the instrument the individual(s), or the person upon behalf  
of which the individual(s) acted, executed the document.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**STATEMENT OF WORK**

*See Attachment D to PON 3442: Sample Scope of Work*

**SAMPLE**

## EXHIBIT B

### GENERAL CONTRACT PROVISIONS, TERMS AND CONDITIONS

#### Article I

##### Definitions

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined below shall have, for all purposes of this Agreement, the respective meanings set forth below, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined.

(a) General Definitions:

Agreement: This Agreement shall consist of Page One and the Exhibits noted thereon, all of which are made a part hereof as if set forth here in full.

Budget: The Budget set forth at Exhibit A hereto.

Cash-based Expenses: Those obligations of Contractor that shall be settled in cash.

Contract Administrator: NYSERDA, Director of Contract Management, Cheryl M. Glanton, or such other person who may be designated, in writing, by NYSERDA.

Contract Information: Recorded information regardless of form or characteristic first produced in the performance of this Agreement, that is specified to be compiled under this Agreement, specified to be delivered under this Agreement, or that is actually delivered in connection with this Agreement, and including the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable.

Proprietary Information: Recorded information regardless of form or characteristic produced or developed outside the scope of this Agreement and without NYSERDA financial support, provided that such information is not generally known or available from other sources without obligation concerning their confidentiality; has not been made available by the owner to others without obligation concerning its confidentiality; and is not already available to NYSERDA without obligation concerning its confidentiality. Under no circumstances shall any information included in the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable, be considered Proprietary Information.

Person: An individual, a corporation, an association or partnership, an organization, a business or a government or political subdivision thereof, or any governmental agency or instrumentality.



Responsible: Responsible or Responsibility means the financial ability, legal capacity, integrity and past performance of Contractor and as such terms have been interpreted relative to public procurements. See NYS Finance Law § 163(1)(c).

Statement of Work: The Statement of Work attached hereto as Exhibit A.

Subcontract: An agreement for the performance of Work by a Subcontractor, including any purchase order for the procurement of permanent equipment or expendable supplies in connection with the Work.

Subcontractor: A person who performs Work directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor) but not including any employees of the Contractor or the Subcontractors.

Work: The Work described in the Exhibit A (including the procurement of equipment and supplies in connection therewith) and the performance of all other requirements imposed upon the Contractor under this Agreement.

## Article II

### Performance of Work

Section 2.01. Manner of Performance. Subject to the provisions of Article XII hereof, the Contractor shall perform all of the Work described in the Statement of Work, or cause such Work to be performed in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Agreement. The Contractor shall perform the Work in accordance with the current professional standards and with the diligence and skill expected for the performance of work of the type described in the Statement of Work. The Contractor shall furnish such personnel and shall procure such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary and appropriate to perform the Work in accordance with this Agreement.

Section 2.02. Project Personnel. It is understood and agreed that the Project Director identified at Item V, Page One of this Agreement shall be responsible for the overall supervision and conduct of the Work on behalf of the Contractor and that the persons described in the Statement of Work shall serve in the capacities described therein. Any change of Project Director by the Contractor shall be subject to the prior written approval of NYSERDA. Such approval shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty (30) days after receipt of request for approval by NYSERDA, the requested change in Project Director shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to thirty (30) days.

Section 2.03. Title to Equipment. Title shall vest in the Contractor to all equipment purchased hereunder.

*[OR, if specific equipment has been identified by the Project Manager for NYSERDA to retain title in, then use the following:]*

Section 2.03. Title to Equipment. Title shall vest in NYSERDA to all of the following equipment purchased hereunder:

- 1)
- 2)
- 3)
- 4)

Upon the request of NYSERDA, the Contractor shall execute, acknowledge, deliver and perform, or cause to be executed, acknowledged, delivered or performed, all such bills of sale, assignments, conveyances or other documents or acts as NYSERDA may reasonably request in order to assure the better holding in and confirming to NYSERDA, its successor and assigns, of title to and possession of such equipment. If, after six (6) months following the later of (a) Contractor's completion of the obligations, (b) completion of the Work, or (3) the termination of the Agreement, NYSERDA has not removed any such equipment, it will be deemed abandoned and become the property of the Contractor. Any such removal of equipment by NYSERDA shall be at NYSERDA's expense.

## Article III

### Deliverables

Section 3.01. Deliverables. All deliverables shall be provided in accordance with the Exhibit A Statement of Work.

## Article IV

### Payment

Section 4.01. Payment Terms. It is understood and agreed that NYSERDA and the Contractor are sharing the costs for the Work to be performed. In consideration for this Agreement and as NYSERDA's full payment for the costs of the performance of all Work, and in respect of all other direct and indirect costs, charges or expenses incurred in connection therewith, NYSERDA shall pay to the Contractor amounts not to exceed the maximum amount set forth in Item 5, Page One of this Agreement for the cost elements identified in the Budget to be funded with NYSERDA funds, subject to the provisions and restrictions contained herein, including, without limitation, the Prompt Payment Policy Statement attached hereto as Exhibit D. NYSERDA's payments shall be on a

reimbursement basis, and shall be paid only to the extent that Cash-based Expenses are incurred by the Contractor in performance of the Work in accordance with the provisions of this Agreement, and the following:

(a) Staff Charges: To the extent Cash-based Expenses are incurred by the Contractor, Contractor shall be reimbursed for amounts paid to its employees for the services performed by its employees under the terms of this Agreement at the lesser of the employee's wage rate as shown in the Budget or the actual wages paid to the employee and applicable at the time the Work is performed.

(b) Direct Charges: To the extent Cash-based Expenses are incurred by the Contractor, the Contractor shall be reimbursed for reasonable and necessary actual direct costs incurred (e.g., equipment, supplies, travel and other costs directly associated with the performance of the Agreement) to the extent required in the performance of the Work and to the extent such costs are anticipated in the Budget. Travel, lodging, meals and incidental expenses shall be reimbursed for reasonable and necessary costs incurred. Costs shall not exceed the daily per diem rates published in the Federal Travel Regulations. Reimbursement for the use of personal vehicles shall be limited to the Internal Revenue Service business standard mileage rate in effect at the time the expense was incurred.

(c) Indirect Costs: The Contractor shall be reimbursed for fringe benefits, overhead, general and administrative (G&A), and other indirect costs, all at the fixed rate as shown in the Budget. Contractor hereby warrants and guarantees, in accordance with Section 9.01(k) hereto, that the rates for the foregoing indirect costs charged herein have been determined based on the Contractor's reasonably anticipated indirect costs during the term of the Agreement and calculated consistent with generally accepted accounting principles.

#### Section 4.02. Payment

(a) Invoicing: Subject to any applicable provisions set forth in Exhibit A, Statement of Work, at the completion of each Milestone Event so identified, the Contractor shall submit invoices, including documentation reasonably sufficient to demonstrate completion, requesting payment by NYSERDA of the amounts corresponding to the amounts indicated in Exhibit A, Statement of Work, including evidence of the Contractor's cost share, if applicable. Invoices shall be submitted electronically to NYSERDA's online invoice system at: <https://services.nyserda.ny.gov/Invoices/> or, if this project is managed through NYSERDA's Salesforce application, via NYSERDA's Salesforce Contractor Portal with the Contractor's log-in credentials. If electronic submission is not possible, invoices may be addressed to NYSERDA, "Attention: Accounts Payable." Such invoices shall reference the purchase order number, which will be generated and provided to the Contractor upon contract execution, and the Agreement number shown at Item 1 on page 1 of this Agreement. In accordance with and subject to the provisions of Exhibit D,

NYSERDA shall pay to the Contractor, within the prescribed time after receipt of an invoice, the amount so requested, unless NYSERDA should determine that any such payment or any part thereof is otherwise not properly payable pursuant to the terms of the Agreement.

Section 4.03. Final Payment. Upon final acceptance by NYSERDA of all deliverables contained in Exhibit A, Statement of Work, pursuant to Section 6.02 hereof, the Contractor shall submit an invoice for final payment with respect to the Work, together with such supporting information and documentation as, and in such form as, NYSERDA may require. All invoices for final payment hereunder must, under any and all circumstances, be received by NYSERDA within six (6) months following Acceptance of Work pursuant to Section 6.02 hereof. In accordance with and subject to the provisions of NYSERDA's Prompt Payment Policy Statement, attached hereto as Exhibit D, NYSERDA shall pay to the Contractor within the prescribed time after receipt of such invoice for final payment, the total amount payable pursuant to Section 4.01 hereof, less all progress payments/milestone payments previously made to the Contractor with respect thereto and subject to the maximum commitment set forth in Section 4.06 hereof.

Section 4.04. Release by the Contractor. The acceptance by the Contractor of final payment shall release NYSERDA from all claims and liability that the Contractor, its representatives and assigns might otherwise have relating to this Agreement.

Section 4.05. Maintenance of Records. The Contractor shall keep, maintain, and preserve at its principal office throughout the term of the Agreement and for a period of three years after acceptance of the Work, full and detailed books, accounts, and records pertaining to this Agreement, including without limitation, all data, bills, invoices, payrolls, time records, expense reports, subcontracting efforts and other documentation evidencing, or in any material way related to, Contractor's performance under this Agreement.

Section 4.06. Maximum Commitment. The maximum aggregate amount payable by NYSERDA to the Contractor shall be the amount appearing at Item 5 of page one of this Agreement. NYSERDA shall not be liable for any costs or expenses in excess of such amount incurred by the Contractor in the performance and completion of the Work.

Section 4.07. Audit. NYSERDA shall have the right from time to time and at all reasonable times during the term of this Agreement and for the maintenance period set forth in Section 4.05 hereof to inspect and audit any and all books, accounts and records related to this Agreement or reasonably necessary to the performance of an audit at the office or offices of the Contractor where they are then being kept, maintained and preserved pursuant to Section 4.05 hereof. Any payment made under the Agreement shall be subject to retroactive reduction for amounts included therein which are found by NYSERDA on the basis of any audit of the Contractor by NYSERDA, the State of New

York or an agency of the United States not to constitute an allowable charge or cost hereunder.

## Article V

### Assignments, Subcontracts and Performance

Section 5.01. General Restrictions. Except as specifically provided otherwise in this Article, the assignment, transfer, conveyance, subcontracting or other disposal of this Agreement or any of the Contractor's rights, obligations, interests or responsibilities hereunder, in whole or in part, without the express consent in writing of NYSERDA shall be void and of no effect as to NYSERDA.

Section 5.02. Subcontract Procedures. Without relieving or in any way limiting, its obligations to NYSERDA under this Agreement, the Contractor may enter into Subcontracts for the performance of Work or for the purchase of material or equipment. Except for a subcontractor or supplier specified in a team arrangement with the Contractor in the Contractor's original proposal and except for any subcontract or order for equipment, supplies or materials from a single subcontractor or supplier totaling less than \$50,000, the Contractor shall select all subcontractors and suppliers through a process of competitive bidding or multi-source price review. A team arrangement is one where a subcontractor or supplier specified in the Contractor's proposal is performing a substantial portion of the Work and is making a substantial contribution to the management and/or design of the Project. In the event that a competitive bidding or multi-source price review is not feasible, the Contractor shall document an explanation for, and justification of, a sole source selection. The Contractor shall document the process by which a subcontractor or supplier is selected by making a record summarizing the nature and scope of the work, equipment, supplies or materials sought, the name of each person or organization submitting or requested to submit, a bid or proposal, the price or fee bid, and the basis for selection of the subcontractor or supplier. An explanation for, and justification of, a sole source selection must identify why the work, equipment, supplies or materials involved are obtainable from or require a subcontractor with unique or exceptionally scarce qualifications or experience, specialized equipment, or facilities not readily available from other sources, or patents, copyrights, or proprietary data. All Subcontracts shall contain provisions comparable to those set forth in this Agreement applicable to a subcontractor or supplier, and those set forth in Exhibit C to the extent required by law, and all other provisions now or hereafter required by law to be contained therein. Each Subcontract shall make express reference to this Agreement, and shall state that in the event of any conflict or inconsistency between any Subcontract and this Agreement, the terms and conditions of this Agreement shall control as between Subcontractor and Contractor. If this Agreement includes a provision requiring Contractor to make Payments to NYSERDA for the Sale or Licensing of a Product, each Subcontract shall include the provisions of Section 8.02, suitably modified to identify the parties. The Contractor shall submit to NYSERDA's Contract Administrator for review

and written approval any subcontract(s) specified in the Statement of Work as requiring NYSERDA approval, including any replacements thereof.

Section 5.03. Performance. The Contractor shall promptly and diligently comply with its obligations under each Subcontract and shall take no action that would impair its rights thereunder. The Contractor shall take no action, and shall take all reasonable steps to prevent its Subcontractors from taking any action, that would impair NYSERDA's rights under this Agreement. The Contractor shall not assign, cancel or terminate any Subcontract without the prior written approval of NYSERDA's Contract Administrator as long as this Agreement remains in effect. Such approval shall not be unreasonably withheld and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval by NYSERDA, the requested assignment, cancellation, or termination of the Subcontract shall be considered approved by NYSERDA. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to sixty (60) days.

## Article VI

### Schedule; Acceptance of Work

Section 6.01. Schedule. The Work shall be performed as expeditiously as possible in conformity with the schedule requirements contained herein and in the Statement of Work. The draft and final versions of all deliverables shall be submitted by the dates specified in the Exhibit A Schedule. It is understood and agreed that the delivery of the draft and final versions of all deliverables by the Contractor shall occur in a timely manner in accordance with the requirements of the Exhibit A Schedule.

Section 6.02. Acceptance of Work. The completion of the Work shall be subject to acceptance by NYSEPRM in writing of all deliverables as defined in Exhibit A, Statement of Work.

## Article VII

### Force Majeure

Section 7.01. Force Majeure. Neither party hereto shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, acts of God or the public enemy, expropriation or confiscation of land or facilities, compliance with any law, order or request of any Federal, State, municipal or local governmental authority, acts of war, rebellion or sabotage or damage resulting therefrom, fires, floods, storms, explosions,

accidents, riots, strikes, or the delay or failure to perform by any Subcontractor by reason of any cause or circumstance beyond the reasonable control of such Subcontractor.

## Article VIII

### Rights in Information; Confidentiality

#### Section 8.01. Rights in Contract and Proprietary Information; Confidentiality.

(a) NYSERDA shall have the right to use, duplicate, or disclose Contract Information, in whole or in part, in any manner and for any purpose whatsoever, and to permit others to do so.

(b) The Contractor shall have the right to use Contract Information for its private purposes, subject to the provisions of this Agreement.

(c) NYSERDA shall have no rights to Contractor Proprietary Information.

(d) No information shall be treated by NYSERDA as confidential unless such information is clearly so marked by Contractor at the time it is disclosed to NYSERDA; see Exhibit C regarding NYSERDA's obligations under the Freedom of Information Law. Under no circumstances shall any information included in the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, be considered confidential or Proprietary Information.

(e) The Contractor agrees that to the extent it receives or is given any information from NYSERDA to NYSERDA, Contractor or subcontractor, the Contractor shall treat such data in accordance with any restrictive legend contained thereon or instructions given by NYSERDA unless such use is specifically authorized by prior written approval from NYSERDA's Project Manager. Contractor acknowledges that in the performance of the Work under this Agreement, Contractor may come into possession of personal information as that term is defined in Section 92 of the New York State Public Office Law. Contractor agrees not to disclose any such information without the consent of NYSERDA.

## Article IX

### Warranties and Guarantees

Section 9.01. Warranties and Guarantees. The Contractor warrants and guarantees that:

(a) all information provided and all representations made by Contractor as a part of the Proposal Checklist or application, if any, submitted to NYSERDA in order to

obtain this Agreement were, to the best of Contractor's knowledge, complete, true and accurate when provided or made;

(b) as of the Effective Date, it is financially and technically qualified to perform the Work, and is qualified to do business and is in good standing in all jurisdictions necessary for Contractor to perform its obligations under this Agreement;

(c) it is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, if any, that may in any way affect the performance of this Agreement;

(d) the design, supervision and workmanship furnished with respect to performance of the Work shall be in accordance with sound and currently accepted scientific standards and engineering practices;

(e) all materials, equipment and workmanship furnished by it and by its Subcontractors in performance of the Work or any portion thereof shall be free of defects in design, material and workmanship, and all such materials and equipment shall be of first-class quality, shall conform with all applicable codes, specifications, standards and ordinances and shall have service lives and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted scientific standards and engineering practices;

(f) neither the Contractor nor any of its employees, agents, representatives or servants has actual knowledge of any patent issued under the laws of the United States or any other matter which could constitute a basis for any claim that the performance of the Work or any part thereof infringes any patent or otherwise interferes with any other right of any Person;

(g) to the best of Contractor's knowledge, there are no existing undisclosed or threatened legal actions, claims, or encumbrances, or liabilities that may adversely affect the Work or NYSERDA's rights hereunder;

(h) it has no actual knowledge that any information or document or statement furnished by the Contractor in connection with this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statement not misleading, and that all facts have been disclosed that would materially adversely affect the Work;

(i) all information provided to NYSERDA with respect to State Finance Law Sections 139-j and 139-k is complete, true and accurate;



(j) Contractor is familiar with and will comply with NYSERDA's Code of Conduct for Contractors, Consultants, and Vendors with respect to the performance of this Agreement;<sup>1</sup> and

(k) its rates for the indirect costs charged herein have been determined based on the Contractor's reasonably anticipated indirect costs during the term of the Agreement and calculated consistent with generally accepted accounting principles.

(l) Contractor shall at all times during the Agreement term remain Responsible, and Contractor agrees, if requested by NYSERDA, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

## Article X

### Indemnification

Section 10.01. Indemnification. The Contractor shall protect, indemnify and hold harmless NYSERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, costs of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to Contractor's or its Subcontractors' performance of this Agreement. The obligations of the Contractor under this Article shall survive any expiration or termination of this Agreement, and shall not be limited by any endorsement herein of required insurance coverage.

## Article XI

### Insurance

Section 11.01. Maintenance of Insurance; Policy Provisions. The Contractor, at no additional direct cost to NYSERDA, shall maintain or cause to be maintained throughout the term of this Agreement, insurance of the types and in the amounts specified in the Section thereof entitled Types of Insurance. All such insurance shall be evidenced by insurance policies, each of which shall:

(a) except policies in evidence of insurance required under Section 11.02(b), name or be endorsed to cover NYSERDA, the State of New York and the Contractor as additional insureds;

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<sup>1</sup><http://www.nyserda.ny.gov/About/Board-Governance.aspx>

(b) provide that such policy may not be cancelled or modified until at least 30 days after receipt by NYSERDA of written notice thereof; and

(c) be reasonably satisfactory to NYSERDA in all other respects.

Section 11.02. Types of Insurance. The types and amounts of insurance required to be maintained under this Article are as follows:

(a) Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this Agreement, with minimum limits of \$1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster; and

(b) Workers Compensation, Employers Liability and Disability Benefits as required by New York State.

Section 11.03. Delivery of Policies and Insurance Certificates. Prior to commencing the Work, the Contractor shall deliver to NYSERDA certificates of insurance issued by the respective insurers, indicating the agreement number thereon, evidencing the insurance required by Article XI hereof. In the event any policy furnished or carried pursuant to this Article will expire on a date prior to acceptance of the Work by NYSERDA pursuant to the provision hereinafter entitled Acceptance of Work, the Contractor, not less than 15 days prior to such expiration date, shall deliver to NYSERDA certificates of insurance evidencing the renewal of such policies, and the Contractor shall promptly pay all premiums when due. In the event of threatened legal action, claims, encumbrances, or liabilities that may affect NYSERDA hereunder, or if deemed necessary by NYSERDA due to events rendering a review necessary, upon request the Contractor shall deliver to NYSERDA a certified copy of each policy.

## Article XII

### Stop Work Order; Termination; Non-Responsibility

#### Section 12.01. Stop Work Order.

(a) NYSERDA may at any time, by written Order to the Contractor, require the Contractor to stop all or any part of the Work called for by this Agreement for a period of up to ninety (90) days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this Section. Upon receipt of such an Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Order during

the period of work stoppage consistent with public health and safety. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, NYSERDA shall either:

- (i) by written notice to the Contractor, cancel the Stop Work Order, which shall be effective as provided in such cancellation notice, or if not specified therein, upon receipt by the Contractor, or
- (ii) terminate the Work covered by such order as provided in the Termination Section of this Agreement.

(b) If a Stop Work Order issued under this Section is cancelled or the period of the Order or any extension thereof expires, the Contractor shall resume Work. An equitable adjustment shall be made in the delivery schedule, the estimated cost, the fee, if any, or a combination thereof, and in any other provisions of the Agreement that may be affected, and the Agreement shall be modified in writing accordingly, if:

- (i) the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Agreement, and
- (ii) the Contractor asserts a claim for such adjustments within 30 days after the end of the period of Work stoppage; provided that, if NYSERDA decides the facts justify such action, NYSERDA may receive and act upon any such claim asserted at any time prior to final payment under this Agreement.

(c) If a Stop Work Order is not cancelled and the Work covered by such Order is terminated, the reasonable costs resulting from the Stop Work Order shall be allowed by equitable adjustment or otherwise.

(d) Notwithstanding the provisions of this Section 12.01, the maximum amount payable by NYSEERDA to the Contractor pursuant to this Section 12.01 shall not be increased or deemed to be increased except by specific written amendment hereto.

#### Section 12.02 Termination.

(a) This Agreement may be terminated by NYSEERDA at any time during the term of this Agreement with or without cause, upon ten (10) days prior written notice to the Contractor. In such event, payment shall be paid to the Contractor for Work performed and expenses incurred prior to the effective date of termination in accordance with the provisions of the Article hereof entitled Payment and in reimbursement of any amounts required to be paid by the Contractor pursuant to Subcontracts; provided, however, that upon receipt of any such notice of termination, the Contractor shall cease the performance of Work, shall make no further commitments with respect thereto and

shall reduce insofar as possible the amount of outstanding commitments (including, to the extent requested by NYSERDA, through termination of subcontracts containing provisions therefor). Articles VIII, IX, and X shall survive any termination of this Agreement, and Article XVI shall survive until the payment obligations pursuant to Article VIII have been met.

(b) NYSERDA specifically reserves the right to terminate this agreement in the event that the certification filed by the Contractor in accordance with State Finance Law Sections 139-j and 139-k is found to have been intentionally false or intentionally incomplete, or that the certification filed by the Contractor in accordance with New York State Tax Law Section 5-a is found to have been intentionally false when made. Terminations under this subsection (b) will be effective upon Notice.

(c) Nothing in this Article shall preclude the Contractor from continuing to carry out the Work called for by the Agreement after receipt of a Stop Work Order or termination notice at its own election, provided that, if the Contractor selects (1) any such continuing Work after receipt of the Stop Work Order or termination notice shall be deemed not to be Work pursuant to the Agreement and (2) NYSERDA shall have no liability to the Contractor for any costs of the Work continuing after receipt of the Stop Work Order or termination notice.

#### 12.03 Suspension or Termination for Non-Responsibility.

(a) Suspension. NYSERDA, in its sole discretion, reserves the right to suspend any or all activities under the Agreement at any time, when it discovers information that calls into question the Responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contractor activity may resume at such time as NYSERDA issues a written notice authorizing a resumption of performance under the Contract.

(b) Termination. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate NYSERDA officials or staff, this Agreement may be terminated by NYSERDA at the Contractor's expense where the Contractor is determined by NYSERDA to be non-Responsible. In such event, NYSERDA may complete the contractual requirements in any manner it may deem advisable and pursue available legal and equitable remedies for breach.

### Article XIII

#### Independent Contractor

##### Section 13.01. Independent Contractor.

(a) The status of the Contractor under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Contractor,

the Subcontractors, and their respective officers, agents, employees, representatives and servants, including the Project Director, shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of NYSERDA nor make any claim, demand or application for any right or privilege applicable to NYSERDA, including, without limitation, vicarious liability, professional liability coverage or indemnification, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit. It is understood and agreed that the personnel furnished by Contractor to perform the Work shall be Contractor's employee(s) or agent(s), and under no circumstances are such employee(s) to be considered NYSERDA's employee(s) or agent(s), and shall remain the employees of Contractor, except to the extent required by section 414(n) of the Internal Revenue Code.

(b) Contractor expressly acknowledges NYSERDA's need to be advised, on an immediate basis, of the existence of any claim or event that might result in a claim or claims against NYSERDA, Contractor and/or Contractor's personnel by virtue of any act or omission on the part of NYSERDA or its employees. Accordingly, Contractor expressly covenants and agrees to notify NYSERDA of any such claim or event, including but not limited to, requests for accommodation and allegations of harassment and/or discrimination, immediately upon Contractor's discovery of the same, and to fully and honestly cooperate with NYSERDA in its efforts to investigate and/or address such claims or events, including but not limited to complying with any reasonable request by NYSERDA for disclosure of information concerning such claim or event even in the event that this Agreement should terminate for any reason.

#### Article XIV

##### Compliance with Certain Laws

Section 14.01. Laws of the State of New York. The Contractor shall comply with all of the requirements set forth in Exhibit C hereto.

Section 14.02. All Legal Provisions Deemed Included. It is the intent and understanding of the Contractor and NYSERDA that each and every provision of law required by the laws of the State of New York to be contained in this Agreement shall be contained herein, and if, through mistake, oversight or otherwise, any such provision is not contained herein, or is not contained herein in correct form, this Agreement shall, upon the application of either NYSERDA or the Contractor, promptly be amended so as to comply strictly with the laws of the State of New York with respect to the inclusion in this Agreement of all such provisions.

Section 14.03. Other Legal Requirements. The references to particular laws of the State of New York in this Article, in Exhibit C and elsewhere in this Agreement are

not intended to be exclusive and nothing contained in such Article, Exhibit and Agreement shall be deemed to modify the obligations of the Contractor to comply with all legal requirements.

## Article XV

### Notices, Entire Agreement, Amendment, Counterparts

#### Section 15.01. Notices.

(a) All notices, requests, consents, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be in writing and shall be transmitted either:

- (i) via certified or registered United States mail, return receipt requested;
- (ii) by facsimile transmission;
- (iii) by personal delivery;
- (iv) by expedited delivery service; or
- (v) by e-mail, return receipt requested.

Such notices shall be addressed as follows, or to such different addresses as the parties may from time-to-time designate as set forth in paragraph (c) below:

#### **NYSERDA**

Name: Cheryl M. Glanton  
Title: Director of Contract Management  
Address: 17 Columbia Circle, Albany, New York 12203  
Facsimile Number: (518) 862-1091  
E-Mail Address: [Cheryl.Glanton@nyserda.ny.gov](mailto:Cheryl.Glanton@nyserda.ny.gov)  
Personal Delivery: Reception desk at the above address

#### **[Contractor Name]**

Name:  
Title:  
Address:  
Facsimile Number:  
E-Mail Address:

(b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

(c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by

giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Section 15.02. Entire Agreement; Amendment. This Agreement embodies the entire agreement and understanding between NYSERDA and the Contractor and supersedes all prior agreements and understandings relating to the subject matter hereof. Except as otherwise expressly provided for herein, this Agreement may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

Section 15.03. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

#### Article 16

#### Publicity

##### Section 16.01. Publicity.

(a) The Contractor shall collaborate with NYSERDA's Director of Communications to prepare press release and to plan for any news conference concerning the Work. In addition, the Contractor shall notify NYSERDA's Director of Communications regarding any media interview in which the Work is referred to or discussed.

(b) It is recognized that during the course of the Work under this Agreement, the Contractor and its employees may from time to time desire to publish information regarding scientific or technical developments made or conceived in the course of or under this Agreement. In any such information, the Contractor shall credit NYSERDA's funding and participation in the project, and shall state that "NYSERDA has not reviewed the information contained herein, and the opinions expressed in this report do not necessarily reflect those of NYSERDA or the State of New York." Notwithstanding anything to the contrary contained herein, the Contractor shall have the right to use and freely disseminate project results for educational purposes, if applicable, consistent with the Contractor's policies.

(c) Commercial promotional materials or advertisements produced by the Contractor shall credit NYSERDA, as stated above, and shall be submitted to NYSERDA for review and recommendations to improve their effectiveness prior to use. The wording of such credit can be approved in advance by NYSERDA, and, after initial approval, such credit may be used in subsequent promotional materials or advertisements

without additional approvals for the credit, provided, however, that all such promotional materials or advertisements shall be submitted to NYSERDA prior to use for review, as stated above. Such approvals shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval, the promotional materials or advertisement shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to 180 days. If NYSERDA and the Contractor do not agree on the wording of such credit in connection with such materials, the Contractor may use such materials, but agrees not to include such credit.

**SAMPLE**



## EXHIBIT C

REVISED 5/12

### STANDARD TERMS AND CONDITIONS FOR ALL NYSERDA AGREEMENTS

(Based on Standard Clauses for New York State Contracts and Tax Law Section 5-a)

The parties to the Agreement agree to be bound by the following clauses which are hereby made a part of the Agreement:

1. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and by other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an Agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service Agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.

2. WAGE AND HOURS PROVISIONS. If this is a public work Agreement covered by Article 6 of the Labor Law or a building service Agreement covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article

8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by NYSERDA of any NYSERDA-approved sums due and owing for work done upon the project.

3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to NYSERDA a non-collusive bidding certification on Contractor's behalf.

4. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds \$5,000, the Contractor agrees, as a material condition of the Agreement, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership, or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 39-h of the State Finance Law, and 2 NYCRR 105.4).

5. SET-OFF RIGHTS. NYSERDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's option to withhold for the purpose of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to NYSERDA with regard to this Agreement, any prior Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to NYSERDA for any other reason including without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. PROPRIETARY INFORMATION. Notwithstanding any provisions to the contrary in the Agreement, Contractor and NYSERDA acknowledge and agree that all information, in any format, submitted to NYSERDA shall be subject to and treated in accordance with the NYS Freedom of Information Law ("FOIL," Public Officers Law, Article 6). Pursuant to FOIL, NYSERDA is required to make available to the public, upon request, records or portions thereof which it possesses, unless that information is statutorily exempt from disclosure. Therefore, unless the Agreement specifically requires otherwise, Contractor should submit information to NYSERDA in a non-confidential,

non-proprietary format. FOIL does provide that NYSERDA may deny access to records or portions thereof that “are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise.” [See Public Officers Law, § 87(2)(d)]. Accordingly, if the Agreement specifically requires submission of information in a format Contractor considers a proprietary and/or confidential trade secret, Contractor shall fully identify and plainly label the information “confidential” or “proprietary” at the time of disclosure. By so marking such information, Contractor represents that the information has actual or potential specific commercial or competitive value to the competitors of Contractor. Without limitation, information will not be considered confidential or proprietary if it is or has been (i) generally known or available from other sources without obligation concerning its confidentiality; (ii) made available by the owner or others without obligation concerning its confidentiality; or (iii) already available to NYSERDA without obligation concerning its confidentiality. In the event of a FOIL request, it is NYSERDA’s policy to consider records as marked above pursuant to the trade secret exemption procedure set forth in 21 New York Codes Rules & Regulations, § 501.6 and any other applicable law or regulation. However, NYSERDA cannot guarantee the confidentiality of any information submitted. More information on FOIL, and the relevant statutory law and regulations, can be found at the website for the Committee on Open Government (<http://www.dos.ny.gov/about/foil2.html>) and NYSERDA’s Regulations, Part 501 <http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx>.

**7. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** As a condition of NYSERDA’s obligation to pay any invoices submitted by Contractor pursuant to this Agreement, Contractor shall provide to NYSERDA its Federal employer identification number or Federal social security number, or both such numbers when the Contractor has both such numbers. Where the Contractor does not have such number or numbers, the Contractor must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by Contractor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

8. CONFLICTING TERMS. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit C, the terms of this Exhibit C shall control.

9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

10. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the NYSEERDA's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

11. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law and Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon NYSEERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify NYSEERDA, in writing, of each and every change of address to which service of process can be made. Service by NYSEERDA to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

12. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, NYSEERDA comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to NYSEERDA, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSEERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSEERDA comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then NYSEERDA may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, NYSEERDA may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

13. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

15. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
625 Broadway  
Albany, New York 12207  
Telephone: 518-292-5200  
Fax: 518-292-5884  
<http://www.esd.ny.gov>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women Business Development  
625 Broadway  
Albany, New York 12207  
Telephone: 518-292-5200  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this Agreement, Contractors certify that whenever the total amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

16. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 68 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

17. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

18. PROCUREMENT LOBBYING. To the extent this Agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this Agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, NYSTDA may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

19. COMPLIANCE WITH TAX LAW SECTION 5-a. The following provisions apply to Contractors that have entered into agreements in an amount exceeding \$100,000 for the purchase of goods and services:

- a) Before such agreement can take effect, the Contractor must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD).

- b) Prior to entering into such an agreement, the Contractor is required to provide NYSERDA with a completed Contractor Certification to Covered Agency form (Form ST-220-CA).
- c) Prior to any renewal period (if applicable) under the agreement, the Contractor is required to provide NYSERDA with a completed Form ST-220-CA.

Certifications referenced in paragraphs (b) and (c) above will be maintained by NYSERDA and made a part hereof and incorporated herein by reference.

NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with Tax Law Section 5-a was false when made.

20. IRANIAN ENERGY SECTOR DIVESTMENT. In accordance with Section 2879-c of the Public Authorities Law, by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subsection 3 of Section 14 of the State Finance Law (See <http://www.ogs.ny.gov/about/regs/ida.asp>)

## EXHIBIT D

### NYSERDA PROMPT PAYMENT POLICY STATEMENT

**504.1. Purpose and Applicability.** (a) The purpose of this Exhibit is to provide a description of Part 504 of NYSERDA's regulations, which consists of NYSERDA's policy for making payment promptly on amounts properly due and owing by NYSERDA under this Agreement. The section numbers used in this document correspond to the section numbers appearing in Part 504 of the regulations.<sup>2</sup>

(b) This Exhibit applies generally to payments due and owing by the NYSERDA to the Contractor pursuant to this Agreement. However, this Exhibit does not apply to Payments due and owing when NYSERDA is exercising a Set Off against all or part of the Payment, or if a State or Federal law, rule or regulation specifically requires otherwise.

**504.2. Definitions.** Capitalized terms not otherwise defined in this Exhibit shall have the same meaning as set forth earlier in the Agreement. In addition to said terms, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

(a) "Date of Payment" means the date on which NYSERDA requisitions a check from its statutory fiscal agent, the Department of Taxation and Finance, to make a Payment.

(b) "Designated Payment Office" means the Office of NYSERDA's Controller, located at 17 Columbia Circle, Albany, New York 12203.

(c) "Payment" means payment properly due and owing to Contractor pursuant to Article IV, Exhibit D of this Agreement.

(d) "Prompt Payment" means a Payment within the time periods applicable pursuant to Sections 504.3 through 504.5 of this Exhibit in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(e) "Payment Due Date" means the date by which the Date of Payment must occur, in accordance with the provisions of Sections 504.3 through 504.5 of this Exhibit, in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(f) "Proper Invoice" means a written request for Payment that is submitted by a Contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating

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<sup>2</sup> This is only a summary; the full text of Part 504 can be accessed at: <http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx>



documentation, as NYSERDA may reasonably require, including but not limited to any requirements set forth in Exhibits A or B to this Agreement; and addressed to NYSERDA's Controller, marked "Attention: Accounts Payable," at the Designated Payment Office.

(g)(1) "Receipt of an Invoice" means:

(i) if the Payment is one for which an invoice is required, the later of:

(a) the date on which a Proper Invoice is actually received in the Designated Payment Office during normal business hours; or

(b) the date by which, during normal business hours, NYSERDA has actually received all the purchased goods, property or services covered by a Proper Invoice previously received in the Designated Payment Office.

(ii) if the Agreement provides that Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice the 30th calendar day, excluding legal holidays, before the date so specified or predetermined.

(2) For purposes of this subsection, if the Agreement requires a multifaceted, completed or working system, or delivery of no less than a specified quantity of goods, property or services and only a portion of such systems or less than the required goods, property or services are working, completed or delivered, even though the Contractor has invoiced NYSERDA for the portion working, completed or delivered, NYSERDA will not be in Receipt of an Invoice until the specified minimum amount of the systems, goods, property or services are working, completed or delivered.

(3) "Set-off" means the reduction by NYSERDA of a payment due a Contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the Contractor to NYSERDA.

**504.3. Prompt Payment Schedule.** Except as otherwise provided by law or regulation or in Sections 504.4 and 504.5 of this Exhibit, the Date of Payment by NYSERDA of an amount properly due and owing under this Agreement shall be no later than thirty (30) calendar days, excluding legal holidays, after Receipt of a Proper Invoice.

**504.4. Payment Procedures.**

(a) Unless otherwise specified in this Agreement, a Proper Invoice submitted by the Contractor to the Designated Payment Office shall be required to initiate payment for goods, property or services. As soon as any invoice is received in the Designated Payment Office during normal business hours, such invoice shall be date-stamped. The

invoice shall then promptly be reviewed by NYSERDA.

(b) NYSERDA shall notify the Contractor within fifteen (15) calendar days after Receipt of an Invoice of:

- (1) any defects in the delivered goods, property or services;
- (2) any defects in the invoice; or
- (3) suspected improprieties of any kind.

(c) The existence of any defects or suspected improprieties shall prevent the commencement of the time period specified in Section 504.3 until any such defects or improprieties are corrected or otherwise resolved.

(d) If NYSERDA fails to notify a Contractor of a defect or impropriety within the fifteen (15) calendar day period specified in subdivision (b) of this section, the sole effect shall be that the number of days allowed for Payment shall be reduced by the number of days between the 15th day and the day the notification was transmitted to the Contractor. If NYSERDA fails to provide reasonable grounds for its contention that a defect or impropriety exists, the sole effect shall be that the Payment Due Date shall be calculated using the original date of Receipt of an Invoice.

(e) In the absence of any defect or suspected impropriety, or upon satisfactory correction or resolution of a defect or suspected impropriety, NYSERDA shall make Payment, consistent with any such correction or resolution and the provisions of this Exhibit.

**504.5. Exceptions and Extension of Payment Due Date.** NYSERDA has determined that, notwithstanding the provisions of Sections 504.3 and 504.4 of this Exhibit, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the Payment Due Date:

(a) If this Agreement provides Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice, if any documentation, supporting data, performance verification, or notice specifically required by this Agreement or other State or Federal mandate has not been submitted to NYSERDA on a timely basis, then the Payment Due Date shall be extended by the number of calendar days from the date by which all such matter was to be submitted to NYSERDA and the date when NYSERDA has actually received such matter.

(b) If an inspection or testing period, performance verification, audit or other review or documentation independent of the Contractor is specifically required by this Agreement or by other State or Federal mandate, whether to be performed by or on behalf of NYSERDA or another entity, or is specifically permitted by this Agreement or

by other State or Federal provision and NYSERDA or other entity with the right to do so elects to have such activity or documentation undertaken, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when any such activity or documentation has been completed, NYSERDA has actually received the results of such activity or documentation conducted by another entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

(c) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the Contract, prior to Payment, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when the State or Federal agency, or other contributing party to the Contract, has completed the inspection, advised NYSERDA of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.

(d) If appropriated funds from which Payment is to be made have not yet been appropriated or, if appropriated, not yet been made available to NYSERDA, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when such funds are made available to NYSERDA.

**504.6. Interest Eligibility and Computation.** If NYSERDA fails to make Prompt Payment, NYSERDA shall pay interest to the Contractor on the Payment when such interest computed as provided herein is equal to or more than ten dollars (\$10.00). Interest shall be computed and accrue at the daily rate in effect on the Date of Payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e)(1) of the Tax Law. Interest on any Payment shall be computed for the period beginning on the day after the Payment Due Date and ending on the Date of Payment.

**504.7. Source of Funds to Pay Interest.** Any interest payable by NYSERDA pursuant to this Exhibit shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related Payment.

**504.8. Incorporation of Prompt Payment Policy Statement into Contracts.** The provisions of this Exhibit shall apply to all Payments as they become due and owing pursuant to the terms and conditions of this Agreement, notwithstanding that NYSERDA may subsequently amend its Prompt Payment Policy by further rulemaking.

**504.9. Notice of Objection.** Contractor may object to any action taken by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to NYSERDA. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, at the notice address set forth in Exhibit B to this Agreement. The Vice President of NYSERDA, or his or her designee, shall review the

objection for purposes of affirming or modifying NYSERDA's action. Within fifteen (15) working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the Contractor either that NYSERDA's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed thirty (30) working days.

**504.10. Judicial Review.** Any determination made by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid is subject to judicial review in a proceeding pursuant to Article 78 of the Civil Practice Law and Rules. Such proceedings shall only be commenced upon completion of the review procedure specified in Section 504.9 of this Exhibit or any other review procedure that may be specified in this Agreement or by other law, rule or regulation.

**504.11. Court Action or Other Legal Processes.**

(a) Notwithstanding any other law to the contrary, the liability of NYSERDA to make an interest payment to a Contractor pursuant to this Exhibit shall not extend beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal action for payment of such interest, whichever occurs first.

(b) With respect to the court action or other legal processes referred to in subdivision (a) of this section, any interest obligation incurred by NYSERDA after the date specified therein pursuant to any provision of law other than Public Authorities Law Section 2880 shall be determined as prescribed by such separate provision of law, shall be paid as directed by the court, and shall be paid from any source of funds available for that purpose.

## Exhibit E

New York State Energy Research and Development Authority (NYSERDA)

# 2016 Report Content Guide

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Revised 12/10/2015

(Replaces the 2015 NYSERDA Report Content Guide)

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## Purpose

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This document explains how to prepare and submit a report to the New York State Energy Research and Development Authority (NYSERDA). It includes details on the elements of the report, specifications for formatting and accessibility, and information on electronic submission. Please follow these instructions unless your NYSERDA contract specifies otherwise.

NYSERDA will publish the finished report deliverable online and/or in print unless the NYSERDA Project Manager approves special circumstances. Please direct questions about technical content and submission deadlines to your NYSERDA Project Manager. For questions related to formatting and electronic submission of the report, contact Diane Welch in NYSERDA Marketing at 518-862-0900, ext. 3276 or [Diane.Welch@nyserdanys.gov](mailto:Diane.Welch@nyserdanys.gov).

## Required Elements

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Section 6 includes a checklist of the required elements. This section contains details about the items that are required in all reports (unless noted as optional). Items should appear and be paginated in the following sequence:

- Title page (no page number):
  - Include title of report, draft of report prepared for NYSERDA, NYSERDA Project Manager (name and title), prepared by name of organization, individuals and affiliation, report number (NYSERDA will provide during writing), contract number and date report submitted.
- Notice (small Roman numerals for page numbers, i.e., ii):
  - Option 1 When NYSERDA is the project's sole sponsor, this notice must be used:

### Notice

This report was prepared by [Insert Preparer's Name] in the course of performing work contracted for and sponsored by the New York State Energy Research and Development Authority (hereafter "NYSERDA"). The opinions expressed in this report do not necessarily represent those of NYSERDA or the State of New York, and reference to any specific product, service, process, or method does not constitute an implied or expressed recommendation or endorsement. Further, NYSERDA, the State of New York, and the contractor make no warranty or representations, expressed or implied, as to the fitness for particular purpose or merchantability of any product, apparatus, or service, or the usefulness, completeness, or accuracy of any processes, methods, or other information contained, described, disclosed, or referred to in this report. NYSERDA, the State of New York, and the contractor make no representation that the use of any product, apparatus, process, method, or other information will not infringe privately owned rights and will assume no liability for any loss, injury, or damage resulting from, or occurring in connection with, the use of information contained, described, disclosed, or referred to in this report.

NYSERDA makes every effort to provide accurate information about copyright owners and related matters in the reports we publish. Contractors are responsible for determining and

satisfying copyright or other use restrictions regarding the content of reports that they write, in compliance with NYSERDA's policies and federal law. If you are the copyright owner and believe a NYSERDA report has not properly attributed your work to you or has used it without permission, please email [print@nyserda.ny.gov](mailto:print@nyserda.ny.gov).

- Option 2—When there are project co-sponsors in addition to NYSERDA, use the following notice instead:

#### Notice

This report was prepared by [Insert Preparer's Name] in the course of performing work contracted for and sponsored by the New York State Energy Research and Development Authority and the [Insert Co-Sponsor's Name] (hereafter the "Sponsors"). The opinions expressed in this report do not necessarily reflect those of the Sponsors or the State of New York, and reference to any specific product, service, process, or method does not constitute an implied or expressed recommendation or endorsement of it. Further, the Sponsors, the State of New York, and the contractor make no warranties or representations, expressed or implied, as to the fitness for particular purpose or merchantability of any product, apparatus, or service, or the usefulness, completeness, or accuracy of any process, method, or other information contained, described, disclosed, or referred to in this report. The Sponsors, the State of New York, and the contractor make no representation that the use of any product, apparatus, process, method, or other information will not infringe privately owned rights and will assume no liability for any loss, injury, or damage resulting from, or occurring in connection with, the use of information contained, described, disclosed, or referred to in this report.

NYSERDA makes every effort to provide accurate information about copyright owners and related matters in the reports it publishes. Contractors are responsible for determining and satisfying copyright or other use restrictions regarding the content of the reports that they write, in compliance with NYSERDA's policies and federal law. If you are the copyright owner and believe a NYSERDA report has not properly attributed your work to you or has used it without permission, please email [print@nyserda.ny.gov](mailto:print@nyserda.ny.gov).

- Abstract and Keywords (optional; small Roman numerals for page numbers):
  - The Abstract is a brief, approximately 200-word description of project objectives, investigative methods used, and research conclusions or applications. This information will be used when NYSERDA registers the report with the New York State Library and the Library of Congress. A list of keywords that describe the project and identify the major research concept should be submitted with the report. Four to six precise descriptors are generally sufficient and will be used for indexing, registering and distributing the report.
- Acknowledgments (optional; small Roman numerals for page numbers):
  - If included, the Acknowledgments page precedes the Table of Contents and is generally no longer than two paragraphs in length.
- Table of Contents (small Roman numerals for page numbers):
  - The Table of Contents should list front matter material (except the Table of Contents) and titles and section numbers for heading levels one through four. Additional levels should not

be used in the report. If the heading styles are applied in Word, the list can be automatically generated.

- List of Figures (small Roman numerals for page numbers).
  - If the report contains three or more figures, they should be listed using the style of the Table of Contents. (If the figure titles in text have the caption function applied in Word, the list can be automatically generated.)
- List of Tables (small Roman numerals for page numbers).
  - If the report contains three or more tables, they should be listed using the style of the Table of Contents. (If the figure titles in text have the caption function applied in Word, the list can be automatically generated.)
- Acronyms and Abbreviations List (small Roman numerals for page numbers).
  - All acronyms and abbreviations should be spelled out and followed by the acronym or abbreviation in parentheses on first use.
  - First reference to NYSERDA in text should be “the New York State Energy Research and Development Authority (NYSERDA).” Subsequent references should read simply “NYSERDA.”
  - When referring to New York State use “New York State” on first use and abbreviate “the State” for subsequent uses.
  - Use a one- or two-column layout for the list; do not use a table.
- Executive Summary or Summary (continued; ES-1, S-1 etc. for page numbers of Executive Summary and Summary, respectively).
  - An Executive Summary is one page in length maximum. A Summary is a shorter version of the report and varies in length but less than 10 percent of the main report is a good guideline.
- Main Text (sequentially numbered pages i.e., 1, 2, 3 etc. preferred, but chapter-page numbering is acceptable).
- Figures and tables with sequential numbering (Figure 1, Figure 2, etc. preferred but sequential page numbering is acceptable), callouts in text (i.e., Figure 1 shows...) and Alternative Text to comply with ADA accessibility are required. Refer to ADA guidelines for the best way to represent color with reference to colors. Preferences for tables are listed in this document.
  - Figures and tables at the back of the document are preferred for documents that NYSEDA will be formatting; figures and tables placed in-line with text near callout is acceptable. Do not wrap text.
- References Cited and Bibliography information (as needed; continue sequential page numbering):
  - References Cited vs. Bibliography: References Cited has specific references called out in text to document sources of specific information, and a bibliography is a list of sources used to compile a document but does not have callouts for specific facts in the text.
  - Endnote style for reference citations is preferred but footnotes are acceptable.
  - Format of reference callout in text for footnote or endnote is the author-date callout in text (i.e., Wood and Stone 2010).



- Full reference citations listed alphabetically by the last name of the first author.
- Citation format is based on Chapter 15 (Documentation II: Author-Date References) of The Chicago Manual of Style (16th edition).
- Use the following format to refer to reports published by NYSERDA:

New York State Energy Research and Development Authority (NYSERDA). Year of publication. “Title of Report,” NYSERDA Report Number xx-yy. Prepared by organization, company or individual names and city/state location (optional).  
nyserda.ny.gov/publications

- Appendices (optional; A-1 etc for Appendix A, B-1 etc for Appendix B, etc numbering):
  - In NYSERDA reports, Appendices should be called appendices and not Attachments. Attachments are used to append a document to an appendix. Attachments may have different definitions in emails and legal documents.)
- Alternative text that describes figures and tables to meet Accessibility requirements. (A separate Word file is fine—see Section 2.2 for more details).

## Copyright for Intellectual Property

All material borrowed or adapted from other sources should be properly identified (i.e., document, source, date, and page). The contractor must obtain and submit to NYSERDA the copyright owner’s written permission to use any illustrations, photographs, tables, figures, or substantial amounts of text from any other publication.

For each figure and table, the contractor must also provide a source line that gives the original source and any language stating permission to reprint that should be published with each respective table or figure.

## Proprietary or Confidential Information

Proprietary or confidential information should be clearly labeled in the report submission as “proprietary” or “confidential.” To the extent possible, the information should be contained within one section or appendix that can be easily removed prior to publishing. Consult your NYSERDA Project Manager with any questions.

## Americans with Disabilities Act (ADA) Accessibility Compliance

As a State Authority, NYSERDA is obligated to ensure that all documents published on NYSERDA’s website are accessible, pursuant to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220 August 7, 1998).

To meet the needs of persons with visual or mobility disabilities, reports must be in a format that allows for conversion of written words of an electronic document into speech, thus allowing the person with a disability to hear the text. The formatting of these documents is critical to the success of the conversion from text to speech. Screen reading software will read the document as one long series of paragraphs with no differentiation for new topics unless properly formatted with Heading Styles. (Imagine reading a textbook with no difference in text from one paragraph to the next.)

Reports submitted to NYSERDA must meet the following requirements:

- Use numbered headings in the document up to Level 4 (i.e., 1.1.1.1).
- Pick one of the formatting options outlined in Section 3 of this document.
- Provide short titles for all tables, images, and figures.
- Provide Alternative Text (also known as alt-text) that describes the visual elements of each image and figure—and does not just repeat the title or caption. Include alt text for any tables that are inserted as images.
- Write out links in documents that will be printed. Write the sentence so that the URL is not at the end and followed by a period. See the last bulleted item for an example (“Visit...”).
- Avoid linking to “click here” or including extremely long URLs. For web-only documents, use contextual links, such as linking NYSERDA’s website to “NYSERDA” instead of putting a long URL in text.
- Visit [nyserdera.ny.gov/Doing-Business-with-NYSERDA](http://nyserdera.ny.gov/Doing-Business-with-NYSERDA) for more information about how to make a document accessible.

## Formatting

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Contractors have two options for the formatting of submitted documents.

### Option 1—NYSERDA does the formatting

- Contractor emails to NYSERDA Project Manager a Word file of all report components with all text in Times New Roman 10 pt font.
- File should include outline level numbering with each section head (1 is Level 1 Heading, 1.1 is Level 2 Heading, 1.1.1 is Level 3 Heading, 1.1.1.1 is Level 4 Heading), not to exceed Level 4.
- Each figure and table should have a call-out in the main text (i.e., Figure 1 shows... or According to Figure 1, or (Figure 1) at the end of a sentence).
- Figures and tables along with their titles and sources (and captions if necessary) should be grouped together at the back of a file or supplied in a separate file. Contractor can request online or back-of-report placement of figures.
- NYSEDA will format the document according to the 2016 NYSEDA Marketing’s Template for Reports.

### Option 2—Contractor does the formatting

- Visit [nyserdera.ny.gov/Doing-Business-with-NYSERDA](http://nyserdera.ny.gov/Doing-Business-with-NYSERDA) to download:
  - Report template (2016 NYSEDA Marketing’s Template for Reports).
  - Details about report formatting (2016 NYSEDA Report Formatting Guide).
- Apply each of the Word Styles in the template to the elements of the document as appropriate, such as apply Heading 1 to all first-level headings, Body Text to all body text and References to reference materials. Place figures and captions after each respective call-out OR in order at the back of the report.

## Submitting a Report to NYSERDA

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No print drafts of the report are required. An electronic Word version of the draft report should be emailed to the NYSERDA Project Manager. Contact the Project Manager regarding how to transfer large files. The contractor is responsible for satisfactorily addressing comments from NYSERDA and other stakeholders. When making corrections, the contractor must ensure that technical content is not compromised. After editorial corrections have been made, the contractor must email to the Project Manager a Word version of the final report. NYSERDA will consider high-resolution image submissions for report covers.

## Contacts

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- The NYSERDA Project Manager should be the contractor's primary point of contact.
- For additional questions, contact Diane Welch in NYSERDA Marketing at [Diane.Welch@nyserda.ny.gov](mailto:Diane.Welch@nyserda.ny.gov) or 518-862-1090 ext. 3276.
- Contractors can also email [print@nyserda.ny.gov](mailto:print@nyserda.ny.gov) or call 518-862-1090 and ask for marketing.

## Required Elements Checklist

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The following elements should be included in reports unless noted as optional, along with the style of page numbers is listed in parentheses.

- Title page (no page number).
- Notice (small Roman numerals; page numbers, i.e., vi).
- Abstract
- Keywords (optional; small Roman numerals).
- Acknowledgments (optional; small Roman numerals).
- Table of Contents (small Roman numerals).
- List of Figures (small Roman numerals).
- List of Tables (small Roman numerals).
- Acronyms and Abbreviations List (small Roman numerals).
- Executive Summary or Summary (optional; ES-1 or S-1 etc.).
- Main Text (pages sequentially numbered i.e., 1, 2, 3 etc.).
- Figures and tables with sequential numbering (Figure 1, Figure 2, etc.), callouts in text (i.e., Figure 1 shows...), and Alt Text for ADA Accessibility.
  - Figures and tables at the back of the document are preferred for documents that NYSERDA will be formatting; figures and tables placed in-line with text after first callout are acceptable. Do not wrap text.
- References Cited and Bibliography information.
- Appendices (optional; page numbering is A-1 etc. for Appendix A, B-1 etc. for Appendix B).
- Copyright information for intellectual property (i.e., images, figures, tables or large pieces of text that have been previously published)—include written permission from the copyright holder

at the end of the document and use appropriate language in the captions of the images, figures and tables such as “Reprinted with permission from [publisher’s name].”

- Alternative text that describes each image and figure (include Alt text for tables that are included as images) —and does not just repeat the title or caption. (See Section 2.3 for more information.) The text should be listed at the end of the document or provided in a separate file.

**SAMPLE**