

SAMPLE AGREEMENT – PON 3922

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

AGREEMENT

1. Agreement Number: Sample
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;
- Exhibit E, NYSERDA Report Content Guide 2017.

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

Sustainable Westchester

**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

Objective:

_____ (hereafter “The Contractor”) will conduct X community-based outreach, education, and bulk procurement campaigns for clean heating and cooling (CH&C) technologies. The campaign aims to increase education and consumer awareness of CH&C technologies, reduce the costs associated with the purchase and installation of CH&C projects, increase local adoption of CH&C technologies, and identify campaign characteristics and approaches that are important for success and can potentially be replicated in other campaigns. The Contractor shall appoint a paid campaign director, oversee outreach initiatives, organize campaign events, and oversee volunteer development.

Communities:

- [list communities]

Targets:

The Contractor anticipates the following results:

- X enrollees
- X audits
- X energy efficiency installations
- X CH&C installations

Definitions:

Contractor

Subcontractor

Technologies Covered:

The Contractor plans to offer campaigns for air-source heat pumps, ground-source heat pumps, and envelope measures.

Task 0 Project Management

Task 0.0 Responsibility

The Contractor shall execute any needed Subcontracts including Subcontracts with *[insert subcontractor]* to *[insert description of work the Subcontractor will perform]*. Regardless of subcontracting arrangements, the Contractor shall be responsible for timely completion of all tasks in the Statement of Work per the Milestone Payment Schedule below. The Milestone Payment Schedule includes lists of Milestone tasks for each of the annual campaigns. The Contractor shall provide all project management activities necessary for completion of this Statement of Work, which shall include the following activities:

- a. Coordinate the work of the Contractor's employees and those of Subcontractor(s) and equipment vendor(s) that are undertaking tasks described in this Statement of Work;
- b. Ensure control over the project budget and adherence to the Milestone Payment Schedule; and
- c. Provide all project reporting to NYSERDA as specified in this Statement of Work.

Task 0.1 Project Kick-off Meeting with NYSERDA, the Technical Assistance contractor and other Clean Heating and Cooling Communities

The Contractor shall attend a project Kick-off Meeting within thirty days of the contract execution date. The Contractor shall coordinate with NYSERDA's Project Manager, NYSERDA's Technical Assistance Contractor and other Clean Heating and Cooling Communities to arrange the meeting at a mutually convenient time and location.

Task 0.2 Best Practices Webinars

The Contractor shall attend monthly webinars hosted by NYSERDA and the Technical Assistance Contractor with other Clean Heating and Cooling Communities, thereafter at least once every month to review and discuss the progress of campaigns and best practices. The webinar frequency may be increased or reduced at NYSERDA's discretion.

Task 0.3 Quarterly Reports

During the period that work is performed hereunder, the Contractor shall provide to the NYSERDA Project Manager brief quarterly progress reports describing the work performed during the previous quarter. Such reports shall describe any difficulties encountered during the reporting period and shall include a statement setting forth the costs of the work during the reporting period. Progress Reports shall be submitted no later than the 15th of the month that follows the end of the previous quarter and can be submitted via e-mail as a pdf attachment. Progress Reports shall include the following subjects in the order indicated, with appropriate explanation and discussion:

- a. Name of Contractor;
- b. Title of project;
- c. Agreement number;
- d. Reporting period;
- e. Project status, including a summary of progress, findings, data, analyses, results, and field results from all tasks carried out in the covered period;
- f. Campaign enrollment and installation counts

- g. Planned work for the next reporting period;
- h. Identification of problems;
- i. Planned or proposed solutions to problems identified in (h) above;
- j. Ability to meet Milestone Payment Schedule, reasons for slippage in schedule;
- k. Schedule – percentage completed and projected percentage of completion of performance—may be presented as a bar chart or milestone chart; and
- l. Budget – analysis of actual cost incurred in relation to the Milestone Payment Schedule, and ability to complete the project within budget.

Task 0.4 End of Campaign Results

At the conclusion of each campaign, the Contractor shall collaborate with the Technical Assistance Contractor and provide to NYSERDA an end of campaign report that:

- Summarizes results of the campaign
- Provides data on each installation to enable energy impact calculations
- Describes lessons learned for future campaigns
- Includes survey or focus group results from campaign participants
- Describes changes to the next annual campaign, if any

Task 0.5 Project Close-out Meeting

At the conclusion of the second annual campaign, the Contractor shall coordinate and attend a Close-out Meeting that includes, at a minimum, the NYSERDA Project Manager, Technical Assistance Contractor and Contractor team members to ensure the completed work has properly satisfied requirements of the project goals and review the evaluation results for the project. The meeting shall occur at least 15 days prior to the submission of the Draft Final Report. The Contractor shall coordinate with NYSERDA's Project Manager to arrange the meeting at a mutually convenient time and location. The Contractor shall prepare a written agenda and shall take minutes of the meeting. Following the meeting, the Contractor shall submit to NYSERDA's Project Manager a brief report summarizing the discussion.

Task 0.6 Final Report

Upon completion of the contract period, the Contractor shall prepare a brief Final Report in accordance with Exhibit E of this Agreement, covering all aspects of the Work performed under this Agreement; the report shall include campaign summary reports as well as information on the following subjects:

- a. Discussions of the observations and findings and recommendations, if any, from all tasks, and avenues for further improvements, as appropriate;
- b. Discussions of the project results and lessons learned regarding configuration, capabilities, and benefits of the project; and
- c. Environmental, and economic benefits, and implementation scenarios associated with such.

Draft Version and Final Version of Final Report: A draft version of the Final Report shall be completed in accordance with the Exhibit E, Report Content Guide and submitted to NYSERDA's Project Manager no later than the date specified in the Milestone Payment Schedule of the NYSERDA Agreement for this task. NYSERDA will comment on the draft version within 60 working days after receipt of such draft. Within 30 working days after receipt of NYSERDA's comments, the Contractor shall prepare a final version of the report reflecting therein careful consideration of NYSERDA's comments to the satisfaction of NYSERDA and submit two (2) paper copies and one (1) electronic copy of the final version of the Final Report.

Deliverable(s):

- a. Subcontract agreements
- b. Kick-off meeting attendance
- c. Best practices webinar attendance
- d. Progress reports
- e. Campaign results reports
- f. Close-out meeting
- g. Draft Final Report
- h. Approved Final Report

Task 1 Finalize Team and Responsibilities

The Contractor shall establish the Campaign team including a Campaign Director, Campaign Volunteers and other team members within 90 days of Agreement execution. Volunteer composition is likely to show fluctuation and turn-over during the course of the project, and such changes will be covered in progress reports when essential personnel are involved.

Task 1.1 Recruit/Hire/Assign a Campaign Director

The Contractor shall assign a Campaign Director to work with other team members. The Campaign Director shall be committed at least half time to the campaign. The Campaign Director shall be the primary contact between NYSERDA, the Technical Assistance Contractor, the Community, and the installers.

The Campaign Director's role shall include the following responsibilities:

- Develop a yearly Campaign Plan that outlines approaches to technology selection, installer selection; outreach, education and marketing; and enrolling, tracking, and closing.
- Manage outreach and education efforts of the Core Volunteer Team.
- Reach out to local community organizations, potential partners, and volunteers.
- Form partnerships with large, local employers to promote the campaign to employees.
- Organize volunteer distribution of information and marketing materials.
- Organize and mobilize community networks over the course of the program.
- Serve as point person for questions on program mechanics and basic CH&C information

- Develop communication tools unique to the community.
- Organize check-in calls with the installers and include NYSERDA personnel wherever appropriate.
- Participate in best practices sharing webinars with other community campaigns.

Deliverable(s):

- Notify NYSERDA of the choice of Campaign Director. Provide the Campaign Director's resume, for NYSERDA's reference.
- The Contractor shall participate bi-weekly (once every two weeks), via conference calls with NYSERDA, provide progress reports on ongoing tasks, review needs of the Community, and make recommendations for next steps.
- Monthly webinars with NYSERDA, participate in best practices sharing calls with the Technical Assistance Contractor and the other Communities (see Task 0.2).

Task 1.2 Community Selection

The Contractor shall develop and implement a process to select communities for inclusion in the campaign. This process shall require at a minimum:

- Strong support from elected officials
- Strong support from identified community volunteers
- A Solarize and/or Energize campaign completed with good results
- The Contractor shall define the geographical boundaries for each campaign to maximize enrollment and campaign outcomes

Deliverable(s):

- Documentation required from campaign communities
- Notification of selected communities
- A list of the geographies (cities, towns, counties, etc) that will be included in each campaign

Task 1.3 Establish Core Volunteer Team

The Contractor shall develop a Core Volunteer Team to manage outreach efforts and include consultants as needed and appropriate. The Contractor shall define the volunteer team structure to maximize success. The Contractor shall:

- Recruit volunteers to the campaign, using former Solarize volunteer lists and directories of volunteers from local environmental and community organizing groups.
- Assign volunteers to key roles, including, but not limited to:
 - Electronic communication and social media;
 - Event planning;
 - Canvassing;
 - Volunteer development;
 - Outreach to organizations like civic groups, clubs, places of worship;
 - Person-to-person engagement and outreach; and
 - Financing

Deliverable(s):

- Spreadsheet containing all volunteers recruited, including their interests, their backgrounds, and their skillsets
- Summary containing a list of roles for volunteers in the campaign

Task 1.4 Other Team Members

The Contractor shall finalize relationships with the following partners:

- Partner 1
- Partner 2

Deliverable(s):

- Memo to NYSERDA project manager that summarizes the list of partners and their roles

Task 2 Finalize and Refine Campaign Plan

Prior to the launch of each campaign, the Contractor shall finalize each campaign including an approach to including envelope improvements, selecting installers, customizing marketing materials and outreach plans, developing/selecting a tracking tool and a point of sale financing option.

Task 2.1 Develop Approach to Envelope Improvements

The Contractor shall address how best to incorporate air sealing, insulation, and duct sealing improvements into the engineering and installation of CH&C systems. Envelope improvements optimize the performance of a CH&C system and are vital considerations when determining the type of system and system size to be installed. The Contractor shall work with the Technical Assistance provider to determine an effective approach for incorporating the envelope and distribution system improvements into their campaign. The Contractor shall:

- Promote NYSERDA and utility energy efficiency audit and incentive programs, such as ENERGY STAR and Multifamily Performance Programs.
- Select building science professionals to work with CH&C installers to provide comprehensive energy assessments to identify opportunities to improve the efficiency of a building.
- Educate residents and businesses on the importance and benefits of addressing the building envelope or distribution system before sizing and installing the CH&C technology.
- Conduct education on how to effectively use heat pumps for supplemental heating and cooling.

Deliverable(s):

- A summary of Envelope Improvement strategy in the campaign
- A list of local building science professionals to provide energy assessments and/or other resources needed to support the approach, as appropriate

Task 2.2 Technologies Covered

The Contractor shall finalize the technologies to be included in the campaign.

Deliverable(s):

- Memo to NYSERDA project manager that summarizes the technologies and provides reasoning for the inclusion of each technology

Task 2.3 Installer Selection

The Contractor shall use a Request for Proposals (RFP) to select installers for their chosen technology/technologies. The Contractor shall develop this RFP jointly with NYSERDA or its Technical Assistance contractor, using the provided template and addressing the specific goals, needs, and experience of the team. The Contractor shall work to ensure that installers offer discounted pricing to participating Communities. As part of the installer selection process, the Contractor shall appoint a Community review team, made up of community members and a NYSERDA provided Technical Assistance contractor. The Contractor shall:

- Incorporate key elements of the NYSERDA RFP template into the installer selection process.
- Appoint a review team to evaluate qualified installers' proposals.
- Conduct in-person interviews with the shortlist of installers and the Technical Assistance contractor.

Deliverable(s):

- The final version of the RFP (s)
- Zip file folder of reviews of installer proposals sent to NYSERDA
- Brief summaries of interviews with installers
- Final installers selected

Task 2.4 Customize Marketing Materials

The Contractor shall customize the collateral in the Marketing Toolkit provided by NYSERDA to each specific campaign including, for example, adding the specific geographies and technologies included.

Deliverable(s):

- Customized, community and campaign specific marketing collateral

Task 2.5 Develop Campaign Marketing and Outreach Plan

For each campaign, the Contractor shall develop a marketing and outreach plan with input from NYSERDA and its marketing contractor.

Deliverable(s):

- Marketing and outreach plan

Task 2.6 Coordinate Training

The Contractor shall work with the Technical Assistance contractor and others to coordinate training for the Campaign Director, campaign volunteers, selected installers and other team members, as needed, which could include:

- Training on included Clean Heating and Cooling Technologies
- Training on community campaign best practices
- Clean Heating and Cooling Sales and Installation training

Deliverable(s):

- A summary of training conducted
- Attendee lists

Task 2.7 Web-based Application for Tracking and Reporting

The Contractor shall work with the Technical Assistance contractor to select and procure, develop and/or customize a web-based application for tracking campaign enrollments, communicating with enrollees, coordinating and overseeing installers and tracking results.

Deliverable(s):

- Memo to NYSERDA project manager identifying the application selected that demonstrates that the application will meet minimum requirements for reporting outlined in Task 0

Task 2.8 Point of Sale Financing

The Contractor shall work with a local financial institution and/or selected installers to develop a point of sale financing offering, possibly leveraging Green Jobs Green NY (GJGNY) financing, that can be used to stimulate installations by campaign enrollees.

Deliverable(s):

- A summary memo to the NYSERDA project manager detailing the point of sale financing offer for each campaign

Task 3 Campaign Execution

The Contractor shall work with the Team with input from the NYSERDA Project Manager and Technical Assistance contractor to execute Clean Heating and Cooling campaigns.

Task 3.1 Outreach, Education, and Marketing

The Contractor shall promote the campaign through events, marketing and social media, and open houses. The Contractor shall:

- Promote and deliver a series of events in the community, designed to educate residents and businesses on the benefits of the chosen CH&C technologies and to spur enrollment.
- Implement the marketing and outreach plan for each campaign.
- Identify existing CH&C systems in the community and arrange tours for campaign enrollees of these local systems.

Deliverable(s):

- A summary of events conducted as part of each campaign
- Summary of marketing conducted in support of each campaign
- List of identified existing CH&C systems in the community which can be used for home tours and other outreach activities
- List of households and businesses that have agreed to host a tour/open house

Task 3.2 Enrollment and Tracking

Using the web-based application selected as part of Task 2.7, the Contractor shall track enrollees and project information, including but not limited to the following:

- Basic building/ customer information;
- Enrollment date;
- Installer bids as available and a complete set of final contracts;
- Contracting date;
- Installation date; and
- Inspection date (if applicable)

Deliverable(s):

- Quarterly reports of enrollments and project information to NYSERDA (see Task 0.3)

Task 3.3 Campaign Close

The Contractor shall assume responsibility for closing the campaign, which includes the following activities:

- Set a deadline for campaign enrollments.
- Collaborate with the Technical Assistance contractor to develop a report (see Task 0.4).
 - Summarize results of the campaign.
 - Provide data on each installation to enable energy impact calculations.
 - Develop lessons learned for future campaigns.
 - Conduct surveys or focus groups with campaign participants and non-participants.

Deliverable(s):

- Summary of campaign results
- Data on each installation
- Document lessons learned

Task 4 Workforce Development

Working with its Subcontractor, *[insert Subcontractor]*, and in collaboration with the Clean Heating and Cooling Community Campaign in *[insert community]*, the Contractor shall conduct work force development activities in _____ County with the following goals:

- Upgrade the skills of existing workers, including HVAC field technicians; energy auditors and post-installation inspectors working with Home Performance Contractors; sales and marketing professionals; and architects, engineers and diverse tradespersons; including electricians, plumbers and various installers involved directly in carrying out HVAC upgrade work in residential buildings.
- Assist existing workers in all the above categories to obtain or retain appropriate certifications to help to continue to raise the bar of work quality achieved in HVAC and energy efficiency upgrades.
- Develop a pool of qualified entry-level candidates who demonstrate the essential knowledge, skills, and abilities needed to carry out the installation and maintenance of clean heating and cooling technologies.

Task 4.1 Deliver BPI Air Conditioning and Heat Pump Professional

Course Length: 3 Days

BPI Certification: A/C & Heat Pump Professional

This three-day course provides HVAC contractors with the fundamental knowledge needed to design, install, and commission air conditioning and heat pump systems. Optimizing the performance of these systems requires a strong foundation in building science and the interactive effects of other building systems. Learning modules expose attendees to the principles of energy, air and moisture movement; building components; energy conservation strategies; design considerations; and system commissioning and troubleshooting. This course takes place in a state-of-the-art heating and cooling lab and prepares participants for the Building Performance Institute's Air Conditioning and Heat Pump Professional written and field exams.

Key Learning Objective(s):

By the end of this training, attendees will be able to:

- Explain the health and safety requirements for air conditioning and heat pump installations.
- Explain how ACCA Manual J, S, and D Standards are used to determine appropriate sizing and duct design.
- Describe the consequences of improperly sized HVAC systems.

The Contractor shall direct its Subcontractor to deliver this course twice, or up to five times depending on need and interest, as determined by NYSERDA. If less than two training sessions are delivered, resources may be directed to other trainings, as needed and approved by NYSERDA's project manager.

Deliverable(s):

- Attendee lists
- Course evaluations
- Certification results

Task 4.2 HVAC Quality Installations

Course Length: 1 Day

BPI CEUs: 3.5

The quality of a HVAC system installation directly affects occupant comfort, indoor air quality, building durability, energy consumption, and equipment reliability. This 1-day training provides participants with an overview of quality installation standards for a variety of HVAC systems. Throughout the training, participants will be exposed to design considerations for proper equipment sizing and selection, an overview of the minimum criteria for the proper installation of HVAC systems, and an outline of the equipment commissioning and owner education process.

Key Learning Objective(s):

By the end of this training, attendees will be able to:

- Understand how a variety of factors affect the HVAC design process.
- Identify the minimum criteria for quality HVAC installations.
- Perform a variety of diagnostic tests to determine if equipment meets quality installation requirements.

The Contractor shall direct its Subcontractor to deliver this course twice, or up to five times depending on need and interest, as determined by NYSERDA. If less than two training sessions are delivered, resources may be directed to other trainings, as needed and approved by NYSERDA's project manager.

Deliverable(s):

- Attendee lists
- Course evaluations
- Certification results

Task 4.3 Sales and Marketing for Clean Heating and Cooling Technologies

Course Length: 1/2 Day

BPI CEUs: Pending

Clean heating and cooling technologies are cost effective energy efficient options to traditional fossil fuel-based systems; however, convincing homeowners to invest in these high first cost systems can be very challenging for HVAC contractors and technicians. This ½-day training provides participants with the skills needed to quantify life cycle cost savings and educate clients on the non-energy benefits of these systems.

Key Learning Objective(s):

By the end of this training, attendees will be able to:

- Understand how to sell all the benefits of clean heating and cooling technologies.
- Determine the decision-making drivers of home and building owners.
- Calculate a projects true return using life cycle cost analysis.

The Contractor shall direct its Subcontractor to deliver this course twice, or up to five times depending on need and interest, as determined by NYSERDA. If less than two training sessions are delivered, resources may be directed to other trainings, as needed and approved by NYSERDA’s project manager.

Deliverable(s):

- Attendee lists
- Course evaluations
- Certification results

NYSERDA Web Design Process

This section applies to the development and use of webpages that present the Clean Heating and Cooling campaign and the web-based enrollment and tracking tool.

Web Design

The Contractor will create or modify webpage(s) using current best practices in both semantic HTML creation and search engine optimization, utilizing a “responsive” design that allows the website to gracefully scale to high-definition smart television, desktop computers, tablets, and smart phones. The webpage(s) will be compatible with the current and two-previous versions of mainstream web browsers including, but not limited to: Microsoft Internet Explorer, Microsoft Edge, Google Chrome, Apple Safari, and Mozilla

Firebird. The website will have the ability to be indexed by internet search engines including, but not limited to: Google, Yahoo, and Bing.

Accessibility

Website content shall be constructed so that it is accessible to users with disabilities and/or impairments and conforms to the guidelines in NYSERDA’s Accessibility Policy, located at: <https://www.nyserda.ny.gov/-/media/Files/About/Style-Guide/ADA-Accessibility-Requirements.pdf>

Accessibility requirements apply to web pages as well as PDFs, images, video, multi media, and other file-types found on websites.

Website Security

The website server, databases, and applications shall be constructed so that it is secured against unauthorized threats and complies with guidelines outlined in NYS policy “NYS-S15-002 Enterprise Vulnerability Scanning”, found at:

<https://www.its.ny.gov/document/vulnerability-scanning-standard>.

The website will be scanned for vulnerabilities by NYSERDA Information Security Officer (ISO) prior to publishing. The website will not be published until the vulnerability scan has been approved by NYSERDA ISO.

The Contractor will be responsible for applying security patches as they become available. The Contractor will notify the NYSERDA Project Manager in the event new software features/functionality have been added to the website so that it may be scanned for vulnerabilities. The Contractor will be responsible for remediating any vulnerabilities.

Web Design Process

In an effort to keep the final website design meetings expectations of NYSERDA Project Managers (PM), the Contractor will adhere to the following process and deliverables below:

TASK	RESOURCE
Website Content Template NYSERDA will provide a webpage template for communities to customize.	NYSERDA
Customized Website Content Draft	Contractor
Website Content Draft Review	NYSERDA PM
Customized Website Content Edits	Contractor
Website Content Approval	NYSERDA PM
TASKS BELOW FOLLOW IN SEQUENCE	
Visual Mock-Up <i>Includes page layout, fonts, colors, graphic embellishments, placeholder content.</i>	Contractor
Visual Mock-up Approval	NYSERDA PM
Final Web Design and Content <i>Final webpage design containing finalized content.</i>	Contractor
Final Web Design and Content Approval	NYSERDA PM
Security Scan <i>Security scan is to be performed after all web-development/programming/server-hardening work has been completed.</i>	NYSERDA ISO

Security Scan Remediation	Contractor
Final Security Scan	NYSERDA ISO
Final Security Scan Approval	NYSERDA ISO
Accessibility Scan <i>Accessibility scan is to be performed after all final content is in place.</i>	NYSERDA Web Operations
Accessibility Scan Remediation	Contractor
Accessibility Scan Approval	NYSERDA Web Operations
Publish Website Approval <i>Dependent on approvals of website design, content, security scan, and accessibility scan.</i>	NYSERDA PM
Publish Website	Contractor
Website Quality Assurance	Contractor

Where appropriate during the process above the NYSERDA Project Manager may engage other NYSERDA staff for input, including but not limited to: NYSERDA Corporate Marketing Director, NYSERDA Communications Director, NYSERDA Web Operations Manager, NYSERDA Information Security Officer, NYSERDA Information Technology Director, or NYSERDA Chief Information Officer.

The website visual design and functionality will be subject to approval of the NYSERDA Project Manager.

Website Branding

The website may be required to meet New York State and/or NYSERDA branding guidelines, including the addition of the [NYS Global Navigation and Footer](#) (login required), and the [NYS Universal Navigation and Footer](#). Resources for these common elements can be found on the GitHub website at: <https://github.com/ny>. Access to some features will require elevated permission, which can be requested by the Contractor to the NYSERDA Project Manager who will work in conjunction with NYSERDA Web Operations and New York State Information Technology Services (ITS) to establish credentials.

Website Analytics

The Contractor will include the use of a web analytics package, such as Google Analytics, or an equivalent web analytics package. Quarterly high-level web traffic reports will be provided to the NYSERDA Project Manager, which will at a minimum, include:

- User-sessions
- Most visited pages
- Least visited pages
- Top entrance pages
- Top Exit pages
- Top Traffic Sources
- Top Search Terms leading visitors to the website

NYSERDA will be provided Admin access to analytics, or, NYSERDA will provide Google Analytics tracking code to the Contractor to be included for every page of the website.

Milestone Payment Schedule

Milestone number	Due Date	Milestone Description	NYSDA Amount
Milestone 0.0-1	6/1/2018	Execute sub-contracts (Legal)	\$4,000
Milestone 0.1-1	6/1/2018	Attend kick-off meeting	\$1,000
Milestone 0.2-1	9/30/2018	Participate in 3 monthly best practices webinars per quarter	\$1,000
Milestone 0.2-2	12/31/2018	Participate in 3 monthly best practices webinars per quarter	\$1,000
Milestone 0.2-3	3/31/2019	Participate in 3 monthly best practices webinars per quarter	\$1,000
Milestone 0.2-4	6/30/2019	Participate in 3 monthly best practices webinars per quarter	\$1,000
Milestone 0.2-5	9/30/2019	Participate in 3 monthly best practices webinars per quarter	\$1,000
Milestone 0.2-6	12/31/2019	Participate in 3 monthly best practices webinars per quarter	\$1,000
Milestone 0.2-7	3/31/2020	Participate in 3 monthly best practices webinars per quarter	\$1,000
Milestone 0.2-8	6/30/2020	Participate in 3 monthly best practices webinars per quarter	\$1,000
Milestone 0.2-9	9/30/2020	Participate in 3 monthly best practices webinars per quarter	\$1,000
Milestone 0.2-10	12/31/2020	Participate in 3 monthly best practices webinars per quarter	\$1,000
Milestone 0.3-1	9/30/2018	Provide a quarterly report	\$1,000
Milestone 0.3-2	12/31/2018	Provide a quarterly report	\$1,000
Milestone 0.3-3	3/31/2019	Provide a quarterly report	\$1,000
Milestone 0.3-4	6/30/2019	Provide a quarterly report	\$1,000
Milestone 0.3-5	9/30/2019	Provide a quarterly report	\$1,000
Milestone 0.3-6	12/31/2019	Provide a quarterly report	\$1,000
Milestone 0.3-7	3/31/2020	Provide a quarterly report	\$1,000
Milestone 0.3-8	6/30/2020	Provide a quarterly report	\$1,000
Milestone 0.3-9	9/30/2020	Provide a quarterly report	\$1,000
Milestone 0.3-10	12/31/2020	Provide a quarterly report	\$1,000
Milestone 0.5-1	1/15/2021	Attend Close-out Meeting	\$1,000
Milestone 0.6-1	1/31/2021	Draft final report	\$1,000
Milestone 0.6-2	2/29/2021	Final report	\$1,000
Milestone 1.1-1	5/31/2018	Identify Campaign Director	\$0
Milestone 1.2-1	7/30/2018	Community Selection #1	\$3,000
Milestone 1.2-2	11/2019	Community Selection #2	\$3,000
Milestone 1.2-3	8/31/2018	Identify volunteers campaign #1	\$3,000
Milestone 1.2-4	12/1/2019	Identify volunteers campaign #2	\$3,000
Milestone 1.3-1	8/31/2018	Identify partners campaign #1	\$5,000
Milestone 1.3-2	12/1/2019	Identify partners campaign #2	\$5,000
Milestone 2.1-1	7/30/2018	Envelope improvement strategy campaign #1	\$3,750
Milestone 2.1-2	11/30/2019	Envelope improvement strategy campaign #2	\$3,750
Milestone 2.2-1	7/30/2018	Technologies covered campaign #1	\$2,500
Milestone 2.2-2	11/30/2019	Technologies covered campaign #2	\$1,500
Milestone 2.3-1	7/31/2018	Installers selected campaign #1	\$5,000
Milestone 2.3-2	12/1/2019	Installers selected campaign #2	\$5,000
Milestone 2.4-1	9/1/2018	Customize marketing materials campaign #1	\$4,250

Milestone 2.4-2	12/1/2019	Customize marketing materials campaign #2	\$4,250
Milestone 2.5-1	10/1/2018	Marketing and outreach plan campaign #1	\$3,750
Milestone 2.5-2	12/1/2019	Marketing and outreach plan campaign #2	\$3,750
Milestone 2.6-1	9/1/2018	Coordinate training campaign #1	\$3,750
Milestone 2.6-2	12/1/2019	Coordinate training campaign #2	\$3,750
Milestone 2.7-1	9/30/2018	Set up web-based application and tracking	\$2,500
Milestone 2.8-1	9/30/2018	Set up point of sale financing	\$2,500
Milestone 3.1-1	09/01/2019	Marketing and outreach campaign #1	\$8,500
Milestone 3.1-2	12/1/2019	Marketing and outreach campaign #2	\$8,500
Milestone 3.2-1	10/1/2019	Enrollment data campaign #1	\$7,500
Milestone 3.2-2	12/31/2020	Enrollment data campaign #2	\$7,500
Milestone 3.3-1	10/01/2019	Campaign summary report campaign #1	\$9,000
Milestone 3.3-2	12/31/2020	Campaign summary report campaign #2	\$9,000
Sub Total			\$150,000
Milestone 4.1-1		BPI Training #1	\$12,000
Milestone 4.1-2		BPI Training #1	\$12,000
Milestone 4.2-1		HVAC Quality Installation Training #1	\$8,000
Milestone 4.2-2		HVAC Quality Installation Training #2	\$8,000
Milestone 4.3-1		Sales Training #1	\$5,000
Milestone 4.3-2		Sales Training #2	\$5,000
Sub Total Training			\$50,000
		TOTAL	\$200,000

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 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's 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 Section 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 or 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 3, 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.

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.

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. Subject to the provisions and restrictions contained herein, including, without limitation, the Prompt Payment Policy Statement attached hereto as Exhibit D, payment will be made according to the Milestone Billing Events set forth in Exhibit A, Statement of Work.

Section 4.02. Payments

(a) Invoicing: Subject to any applicable provisions set forth in Exhibit A, Statement of Work, at the completion of each Milestone Event, the Contractor shall submit the identified deliverables, including documentation reasonably sufficient to demonstrate completion and evidence of the Contractor's cost share, if applicable, and may request payment by NYSERDA of the amounts corresponding to the amounts indicated in Exhibit A, Statement of Work. The agreement number shown as Item 1 on page 1 of this Agreement, as well as the purchase order number, which will be generated and provided to the Contractor upon contract execution, should be referenced when submitting documentation of deliverables. Documentation shall be submitted electronically via email to the assigned Project Manager along with a statement "I hereby request that upon NYSERDA's approval of these deliverable(s), payment of the corresponding milestone payment amount be made in accordance with NYSERDA's Prompt Payment Policy, as detailed in the NYSERDA agreement" or, if this project is managed through NYSERDA's Salesforce application, via NYSERDA's Salesforce Contractor Portal with the Contractor's log-in credentials.

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 it of, 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 materials 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 or 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 such deliverables by the Contractor shall occur in a timely manner and 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 NYSERDA 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.

(a) All Contract Information shall be the property of NYSERDA. The Contractor shall not use Contract Information for any purpose other than to implement its obligations under this Agreement.

(b) All Proprietary Information shall be the property of Contractor.

(c) The use, public performance, reproduction, distribution, or modification of any materials used by Contractor in the performance of this Agreement does not and will not violate the rights of any third parties, including, but not limited to, copyrights, trademarks, service marks, publicity, or privacy. The Contractor shall be responsible for obtaining and paying for any necessary licenses to use any third-party content.

(d) The Contractor agrees that to the extent it receives or is given any information from NYSERDA or a NYSERDA contractor or subcontractor, the Contractor shall treat such data in accordance with any restrictive legend contained thereon or instructions given by NYSERDA, unless another use is specifically authorized by prior written approval of the NYSERDA 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 Officers 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 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 (<http://www.nyserda.ny.gov/-/media/Files/About/Board-Governance/NYSERDA-Code-of-Conduct-Contractors.pdf>); 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, causes 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 enumeration 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 hereof 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 and the State of New York as additional insureds;

(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; 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 section hereof 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 thereon 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 NYSERDA 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 NYSERDA 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 therefore). Articles VIII, IX, and X shall survive any termination of this Agreement, and Article XVII 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 so elects: (i) 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 (ii) 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.

Section 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 this 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. Contract 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 or 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:

1. via certified or registered United States mail, return receipt requested;
2. by facsimile transmission;
3. by personal delivery;
4. by expedited delivery service; or
5. 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

Personal Delivery: Reception desk at the above address

Sustainable Westchester

Name: Dan Welsh

Title: Program Director

Address: 55 Maple Ave, Mount Kisco, NY, 10549

Facsimile Number:

E-Mail Address: dan@westchesterpower.org

(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 XVI

Publicity

Section 16.01. Publicity.

(a) The Contractor shall collaborate with NYSERDA's Director of Communications to prepare any 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 or 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 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.

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 all 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, sex 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 8 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 139-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 purposes 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 other 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 to 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 to 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 NYSERDA'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 NYSERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify NYSERDA, in writing, of each and every change of address to which service of process can be made. Service by NYSERDA 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, NYSERDA 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 NYSERDA, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSERDA 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 NYSERDA may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, NYSERDA 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's Business Development
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200

Fax: 518-292-5803

<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 684 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, NYSERDA 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 own 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 subdivision 3 of Section 165-a of the State Finance Law (See 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. (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>))

(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 this 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 B 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 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 a 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 subdivision, 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.

(h) "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 that 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 such a 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. Sources of Funds to Pay Interest. Any interest payable by NYSERDA pursuant to 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 the 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.

2017 Report Content Guide

Revised 8/26/16

(Replaces the 2016 NYSERDA Report Content Guide)

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This Report Content Guide should be used in conjunction with the following documents, which are available at nysesda.ny.gov/Doing-Business-with-NYSERDA:

- 2017 NYSERDA Report Formatting Guide
- 2017 NYSERDA Marketing’s Template for Reports (including example)

1 Purpose

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 518-862-1090, ext. 3276 or dlw@nyserda.ny.gov

2 Required Elements

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 or final, prepared for NYSERDA, NYSERDA Project Manager (name and title), prepared by name of organization, individuals and affiliation, report number (NYSERDA will provide during editing), 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 reflect 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 of it. Further, NYSERDA, 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 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.

Information contained in this document, such as web page addresses, are current at the time of publication.

- 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 processes, methods, or other information

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Information contained in this document, such as web page addresses, are current at the time of publication.

- 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, but do not use a table.
- Executive Summary or Summary (optional; ES-1 or S-1 etc. for page numbers of Executive Summary and Summary, respectively):
 - An Executive Summary is two pages 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 chapter-number are 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 data 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 NYSERDA will be formatting; figures and tables placed in-line with text near callout is acceptable. Do not use 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). nyserdera.ny.gov/publications

- Appendices (optional; A-1 etc for Appendix A, B-1 etc for Appendix B page 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).

2.1 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.

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Propriety or confidential information must 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.

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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).
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 - Visit nyserda.ny.gov/Doing-Business-with-NYSERDA for more information about how to make a document accessible.

3 Formatting

Contractors have two options for the format of a submitted document:

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 the file or supplied in a separate file. Contractor can request inline or back-of-report placement of figures.
- NYSERDA will format the document according to the 2016 NYSERDA Marketing’s Template for Reports.

Option 2—Contractor does the formatting

- Visit nyserdera.ny.gov/Doing-Business-with-NYSERDA to download:
 - Report template (2016 NYSERDA Marketing’s Template for Reports).
 - Details about report formatting (2016 NYSERDA 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. Do not hyperlink websites.

4 Submitting a Report to NYSERDA

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.

5 Contacts

- The NYSERDA Project Manager should be the contractor’s primary point of contact.
- For additional questions, contact Diane Welch in NYSERDA Marketing at dlw@nyserdera.ny.gov or 518-862-1090 x3276.
- Contractors can also email print@nyserdera.ny.gov or call 518-862-1090 and ask for Marketing.

6 Required Elements Checklist

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 numeral page numbers, i.e., ii).
- 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.