



## OPEN ENROLLMENT SOLICITATION

### **PART II – TRAINING PARTNERSHIP APPLICATIONS UNDER EEPS**

**Applications accepted through December 29, 2011 by 5:00 PM Eastern Time \***

**(\*) Applications may be accepted on a first-come, first-served basis until funds run out, and no later than 5:00 PM Eastern Time on the above due date.**

NYSERDA is seeking proposals to *quickly increase the number of energy efficiency training classes* currently being delivered by many established workforce training organizations in System Benefits Charge (SBC) service territories across New York State. This guidance document outlines proposal requirements to administer and deliver career readiness, technical training classes, and internships for new entrants into the state's workforce as aligned with the goals and objectives of the EEPS. Proposed career readiness, technical training and internships **MUST SUPPORT** the needs of the EEPS, with the ultimate goal to develop a workforce equipped to support NYSERDA programs and utility energy efficiency programs funded under the EEPS in SBC service territories across New York State.

**Application Submission:** Proposers must submit five (5) double sided copies of the proposal, and one (1) electronic copy of the completed proposal (including one Microsoft Word version of the Statement of Work and all attachments), on a standard compact disk (CD). This electronic document must be identical to the final paper copy proposal and must include all relevant forms and signatures. Two (2) original signed and notarized copies of Exhibit B: Training Partnership Agreement must also be submitted along with the proposal. The completed proposal may be submitted immediately, and must be postmarked no later than December 29, 2011.

Submit the proposal directly to:

**Kelli Herndon, Workforce Development TPA  
NYS Energy Research and Development Authority  
17 Columbia Circle  
Albany, NY 12203-6399**

All Program questions or general questions concerning workforce training, should be directed to: Kelli Herndon at [kmh@nyserda.org](mailto:kmh@nyserda.org). All questions must be submitted in written form. If you have contractual questions concerning this solicitation, contact Venice Forbes (518) 862-1090, ext. 3507 or [vwf@nyserda.org](mailto:vwf@nyserda.org).

(\*) Late, incomplete, or unsigned applications will be returned. Faxed or e-mailed applications will not be accepted. Applications will not be accepted at any other NYSERDA location other than the address above. If changes are made to this solicitation, notification will be posted on NYSERDA's website at [www.nyserda.org](http://www.nyserda.org)



**Workforce Development Training for Energy Efficiency  
Program Opportunity Notice (PON) 1816  
Up to \$2,901,910 EEPS Funds Available**

## **NYSEERDA WORKFORCE DEVELOPMENT PROGRAM**

### **TRAINING GUIDANCE AND APPLICATION DOCUMENT**

#### ***PART II – TRAINING PARTNERSHIP APPLICATIONS UNDER EEPS***

##### **I. BACKGROUND INFORMATION**

Case 07-M-0548 *Proceeding on Motion of the Commission Regarding an Energy Efficiency Portfolio Standard, Order Authorizing Workforce Development Initiatives*, issued June 22, 2009, authorized \$6,600,114 for a Workforce Development Program to be administered by NYSEERDA. This total budget includes costs associated with administration and evaluation of the program, program marketing, ***an incentive pool available to Training Partners, incentives for certification reimbursement***, and a competitive solicitation. The goal of the Workforce Development Program is to significantly expand the existing energy efficiency training infrastructure, and train and certify over 6,200 workers to serve the needs of the portfolio of programs funded through the Energy Efficiency Portfolio Standard (EEPS).

The Workforce Development (WFD) Operating Plan (available here: <http://www.getenergysmart.org/Files/GreenJobs/WFDOperatingPlan.pdf>) sets forth the strategies and initiatives that will be used to achieve the WFD program goals; summarizes how NYSEERDA will administer, evaluate, and report on each program component; identifies the funds allocated to each program component and corresponding metrics; and discusses program delivery and collaboration activities for this initiative.

The Training Partnership Program (Program) outlined in this guidance document is designed to ***quickly increase the number of energy efficiency training opportunities*** currently being delivered by many established workforce training organizations in SBC service territories across New York State. This guidance document outlines proposal requirements to administer and deliver career readiness, technical training classes, and internships for new entrants into the state's workforce as aligned with the goals and objectives of the EEPS. Proposed training and internships **MUST SUPPORT** the needs of the EEPS, with the ultimate goal to develop a workforce equipped to support utility energy efficiency efforts in New York State.

All information regarding the NYSEERDA Training Partnership Program is available on [www.nyserda.org](http://www.nyserda.org) under "Funding Opportunities," and on the GetEnergySmart.org website. This information will be periodically updated, and prospective applicants are encouraged to visit these websites frequently for updates on training metrics, availability of funds, and changes to the Program, as necessary.

**Table 1: EEPS WORKFORCE DEVELOPMENT PROGRAM BUDGET (2009- 2010)**

Part I Certification Incentives for Individuals	
<u>Certification/Reimbursement</u>	\$ 910,500
<b>Total Part I Funding</b>	<b>\$ 910,500</b>
Part II Training Partnership Applications	
Career Pathways for Disadvantaged Workers	
Basic Skills Training	\$ 650,000
Train-the-Trainer	\$ 100,000
<u>Internships/Apprenticeships</u>	<u>\$ 500,000</u>
	<b>\$1,250,000</b>
Technical Training	
Technical Training, Equipment	\$1,250,000
Internships/Apprenticeships	\$ 275,000
<u>Cooperative Advertising</u>	<u>\$ 126,910</u>
	<b>\$1,651,910</b>
<b>Total Part II Funding</b>	<b>\$2,901,910</b>
<b>TOTAL EEPS FUNDS UNDER PON 1816</b>	<b>\$3,812,410</b>

Updated information regarding the balance of available funds will be posted on the NYSERDA website, [www.GetEnergySmart.org](http://www.GetEnergySmart.org).

**II. APPLICATION REQUIREMENTS**

Applications will be accepted on a first-come, first-served basis until December 29, 2011, or until funds are fully committed, whichever occurs first. The contract period for awarded projects must end prior to June 1, 2012 as all funds must be fully disbursed prior to that date.

All classroom or field training must be held within the System Benefits Charge (SBC) territory. The SBC territory includes the following utility service areas: *Central Hudson, Con Edison, NYSEG, National Grid, Orange and Rockland, and Rochester Gas and Electric*. Only residents paying into the SBC through the SBC utilities or contractors, energy service companies, and others who can demonstrate active participation in any SBC or EEPS funded program are eligible for training support through this program. Any requests for training, internship or apprenticeship, tuition, or certification support through this program must include documentation verifying that participants are eligible for support under this program. Support for on-line training will only be allowed for eligible SBC customers or SBC/EEPS program participants.

Proposers must submit five (5) double sided copies of the proposal, and one (1) electronic copy of the completed proposal (including one Microsoft Word version of the Statement of Work and all attachments), on a standard compact disk (CD). This electronic document must be identical to the final paper copy proposal and must include all relevant forms and signatures. Two (2) original signed and notarized copies of Exhibit B: Training Partnership Agreement must also be submitted along with the proposal.

The completed proposal may be submitted immediately, and must be postmarked no later than December 29, 2011. Submit the proposal directly to:

**Kelli Herndon, Workforce Development TPA  
NYS Energy Research and Development Authority  
17 Columbia Circle  
Albany, NY 12203-6399**

### **III. GENERAL PROGRAM REQUIREMENTS**

This Program is intended to provide training opportunities across the state, taking into account population density and geographical training needs. Successful proposals will address the work readiness and technical training needs of the EEPS as identified in this Training Guidance and Application Document and the need to provide training across the state, taking into account population density. Energy Efficiency training initiatives funded under this Program are primarily intended for adults. However, initiatives for high school students will be considered where the proposer can demonstrate that the high school initiative aligns with postsecondary programs or occupational training. All initiatives must demonstrate a connection to the energy efficiency business community and labor market. Applicants must demonstrate how the proposal is responsive to business and worker needs. Proposed initiatives supported by this Program must be consistent with the program areas outlined in the WFD Operating Plan (available here:

<http://www.getenergysmart.org/Files/GreenJobs/WFDOperatingPlan.pdf>).

**Training leading to or resulting in a marketable credential is preferred, so as to encourage immediate placement of trained participants.** NYSERDA intends to fund workforce development programs that optimize the likelihood of job placement or career development of the student. All proposed training must tie directly to the technical training needs supporting the goals of EEPS. The Training Partner shall be responsible for ensuring that all course materials are current and meet current credential standards. It is expected that the Training Partner shall, at the time of proposal, submit evidence of appropriate licensure for proposed curriculum, or be able to present a Memorandum of Understanding (MOU), Letter of Intent, or other acknowledgement of the intellectual property rights of any proposed curriculum. Curriculum should be defined in terms of competencies required for jobs tied to industry skill standards, certification, or licensing requirements.

### **IV. AVAILABLE FUNDING**

As part of NYSERDA's \$6.6 million Workforce Development Initiative, up to \$3,812,410 was made available for eligible training organizations and individuals successfully completing certifications in energy efficiency related programs. The balance of remaining funds available by Program Component will be posted on the NYSERDA website, [www.GetEnergySmart.org](http://www.GetEnergySmart.org).

Additional funding may become available. Training entities should regularly check for updates which will be posted to the NYSERDA website. NYSERDA anticipates training needs in both commercial and residential program areas as outlined in the WFD Operating Plan, and reserves the right to approve or deny funding based on immediate training needs in

terms of course content and regional availability of courses at time of proposal submission. Proposals may be funded in part or in full.

NYSERDA may fund up to 75 percent of the market-rate registration costs for training under the Career Pathways for Disadvantaged Workers Funding Category, and up to 50 percent of the market-rate registration costs for training under the Technical Training Funding Category. NYSERDA will analyze competitive market-rate costs for proposed training, and will approve proposed funding requests accordingly. Preference will be given to those applicants who are able to demonstrate leveraging of private resources to match/enable an expansion of work-focused education and training services. Funds may be used for expenses directly associated with the operation of the proposed training effort including, but not limited to, administrative costs including all necessary staff to support the proposed training (instructional, program support, etc.) equipment, materials, and supplies. Funds cannot be used to pay for general operational costs such as rent and utility costs. No indirect administrative costs will be allowed under this program.

The Eligible Expense Guidelines are presented in Table 2 below. Exceptions to these guidelines must be justified by the proposer, and will be subject to further review by NYSERDA which may delay project award.

**Table 2: Eligible Expense Guidelines**

<b>Expense Type</b>	<b>Eligibility Guideline</b>
Equipment*	Up to 40% of total cost, \$5,000 maximum.
Instructor Fees	Up to 75% for Career Pathways, up to 50% for all other training.
Instructor Travel Expenses <b>(for Train-the-Trainers only)</b>	Expense reimbursements pursuant to NYS Travel Policy, and no meal expenses allowed. Guidelines are available: <a href="http://www.ogs.state.ny.us/travel/travelRegs.html">http://www.ogs.state.ny.us/travel/travelRegs.html</a>
Training Materials (Student/Instructor Manual, printing, shipping costs, etc.)	Up to 75% for Career Pathways, up to 50% for all other training.
Venue (Lease, other fees)	Up to 75% for Career Pathways, up to 50% for all other training. Only expenses directly related to training delivery at a location within SBC territory are eligible.
Food and Beverage	Not Allowable.
Cooperative Advertising	Must be pre-approved by NYSERDA; limited to no more than \$5,000 per proposal and up to 75% of total.

\* Only equipment that is specifically necessary for conducting effective clean energy training will be approved. Purchase of generic equipment such as computers (including laptops), AV equipment, etc., will not be allowed costs. Exceptions to the

maximum award for equipment costs may be made on a case by case basis at the discretion of NYSERDA.

**Note: Training entities must identify in the proposed Budget any federal American Reinvestment and Recovery Act (ARRA) funds, or other federal (such as Workforce Investment Act), state, or utility funds that are also contributing to the proposed training effort.**

**Limitations.** Each Training Partner must meet the approved training schedule and budget spending rates. If the Training Partner does not meet goals as outlined in the approved Task Work Order, the partner will be served a Notice of Non-Compliance, and must submit a corrective action plan to NYSERDA for approval. If the revised goals are not reached, and the situation is not remedied within 30 days, the training funds may be rescinded and the funds returned to the incentive pool. If funding is available, a proposer may submit another proposal.

## **V. FUNDING CATEGORY/SCOPE OF SERVICES**

Proposers may apply for funding in one or more of the following Funding Categories:

- a) Career Pathways for Disadvantaged Workers
- b) Technical Training
- c) Internships/Apprenticeships

Proposers may apply for funding in one or more Funding Categories, with the maximum award per proposal not to exceed \$250,000. Multiple proposals may be submitted, and will be awarded at the discretion of NYSERDA based on availability of funds and prior project performance.

### **A. CAREER PATHWAYS FOR DISADVANTAGED WORKERS**

Training entities responding to the Career Pathways for Disadvantaged Workers Funding Category are encouraged to offer “work readiness skills” training, which includes workplace preparation, teamwork, problem solving, time management, conflict resolution, as well as basic education, and vocational/technical skills training with a specific vocational objective. Work readiness skills training, as part of a career pathway initiative, must be in the context of training for advancement to better jobs, the next training step, certification, etc. All career pathway proposals must address transitions to the next steps and increasing student access to postsecondary programs, credential programs or occupations. NYSERDA also encourages training entities to request funding to conduct train-the-trainer workshops for groups of instructors that will implement work-readiness training across a large geographical region of the state.

The Proposer must submit a “Letter of Commitment” from an appropriate technical training organization, an articulation agreement or a written agreement with a business demonstrating how the proposed work readiness skills training will lead

directly to further technical training or a job in support of EEPS. The “Letter of Commitment” or agreement should clearly specify the roles and responsibilities of each training organization.

The proposed effort must serve low-income applicants with a priority to serve unemployed and underemployed individuals. Preference will be given to programs that provide services to “hard-to-serve” and “under-served” populations that experience difficulty obtaining and maintaining employment. In the case of “work readiness skills” training, the provider must demonstrate a “pathway” toward continued technical training in basic math, science, and other technical areas with a specific vocational objective aligned with the goals of the EEPS.

## **B. TECHNICAL TRAINING**

**Technical Training.** Proposed curriculum may include the following topics: benchmarking, lighting design, lighting retrofits, green motors, HVAC, retro-commissioning, hydronic systems, heat pumps, kitchen equipment efficiency, ENERGY STAR<sup>®</sup> Homes related training, business support and related training. NYSERDA is interested in expanding upon current building science curriculum delivered through the Center for Energy Efficiency and Building Science (CEEBS) network. The CEEBS network presently includes the following courses: Building Analyst, Envelope Professional, Heating Professional, Cooling Professional, Home Energy Rating System (HERS) Rater, Multifamily Building Analyst, Multifamily Building Operator, Multifamily Hydronic Heating System Design, Home Performance Sales and Marketing, and Insulation and Air Sealing Technician.

Proposers may also request funding to conduct train-the-trainer workshops for groups of instructors that will implement specific technical training across a large geographical region of the state.. Topics can include field training and support for HVAC, plumbing, motors, lighting, electricians, and sector-based training, building science and “whole-house approach” training, and training to address specific certification and accreditations needs as related to the EEPS.

**Continuing Education.** Proposed continuing education courses must be approved for at least one (1) Learning Unit in the area of Health, Safety, and Welfare under the American Institute of Architects Continuing Education System (AIA/CES), or other appropriate affiliation (Building Performance Institute, Practicing Institute of Engineering (PIE), etc.) for the specific type of training proposed.

**Certification Preparation Courses.** NYSERDA is interested in providing cost-shared funding for delivery of certification preparation training that leads to certification from such nationally recognized entities as the Building Performance Institute (BPI), Association of Energy Engineers (AEE), International Facility Management Association (IFMA), American Society of Heating Refrigeration and Air-conditioning Engineers (ASHRAE), Northwest Energy Efficiency Council Building Operator Certification (BOC), National Council on Qualifications for the Lighting Professions (NCQLP), North American Technician Excellence (NATE), and

other entities with certifications and accreditations relevant to energy efficiency skills and competencies necessary to support the EEPS, as approved by NYSERDA. Participants that successfully complete the proposed certification review course and achieve the relevant certification may later apply for cost-shared reimbursement of certain fees as outlined in Part I of this solicitation.

**Equipment.** NYSERDA will provide up to \$5,000 (NYSERDA share not-to-exceed 40% of the total cost) to purchase equipment necessary to conduct training classes that support the needs of the EEPS. The proposer must provide a list of training, cost estimates, and explain how the equipment will be used in the classroom or field environment. Receipts showing equipment costs and other documentation such as the number of students trained must be submitted for NYSERDA approval. NYSERDA reserves the right to make exceptions to the maximum award and cost-share requirements for equipment costs on a case by case basis.

**Curriculum Enhancements.** Proposers may request funding to enhance existing curriculum to better support needs of the EEPS. The proposer must describe the existing curriculum and explain the specific revisions proposed. Examples of existing curriculum may be submitted as part of the proposal. All curriculum development funded by NYSERDA shall be the property of NYSERDA, per terms outlined in the Training Partnership Agreement (Exhibit B).

### **C. INTERNSHIPS AND APPRENTICESHIPS**

Apprenticeships. Workforce development funds under this initiative can be used only for the related instruction component for an existing apprenticeship training program. In addition, the apprenticeship program must be registered with the NYSDOL, have a sponsor, have an apprentice occupation, and follow an approved recruitment plan. The training partner must also ensure that the apprenticeship program meets the expanding market and labor needs in support of the EEPS, as described in the WFD Operating Plan.

Internships. Workforce development funds must support internships paid by an employer for a minimum of six (6) weeks. Employer partnership is required as a means of linking academic learning with real world of work experience tailored to the unique needs and interests of the learner and specific labor needs in support of the EEPS. Funding to support pre-apprenticeship programs, On Job Training (OJT), cooperative internships, and other skill-based progressive learning programs sponsored by prospective employers may be proposed.

Funds would likely cover costs associated with program support such as offsetting costs of internship administrative staff. In some cases, the funds could be used to offset employer costs for training and mentoring the internship participant in which case the funds must be administered to the employer through the training partner. NYSERDA will not make any stipend payments directly to internship participants.

## VI. ELIGIBILITY REQUIREMENTS

### Training Organizations

To meet eligibility requirements, all training entities must demonstrate that the proposed training will support energy efficiency projects and eligible participants under NYSERDA or utility programs funded by the SBC. Training entities must have a minimum of five (5) years of relevant experience. Proposers must demonstrate expertise in the specific subject area proposed. In the case of online training, the applicant must demonstrate that participants serve SBC-funded projects (e.g., have home or office mailing address in SBC territory).

#### **Proposers responding to the Career Pathways for Disadvantaged Workers**

**Funding Category** must demonstrate a direct connection to New York State's One-Stop Career Centers by registering their entity and relevant course offerings on the New York State Eligible Training Provider List. The NYS Eligible Training Provider List (ETPL) is a comprehensive inventory of training providers and courses used by One-Stop Career Centers to inform customers on training available in NYS. To become registered, a training partner must visit the "Provider" section at [http://www.labor.state.ny.us/etp/PROV\\_LOGIN.asp](http://www.labor.state.ny.us/etp/PROV_LOGIN.asp) and complete the online application. Upon completion of the application, the training partner will be contacted by the appropriate Local Workforce Investment Board to complete the registration process. In instances where the proposer has teamed with one or more training organizations for training delivery, it is required that at least one organization register on the ETPL. NYSERDA will consider situations where the proposer does not meet ETPL eligibility requirements, provided that the proposer meets all other eligibility criteria, including demonstrated expertise in skills development for minority, low-income, displaced, and disadvantaged workers. They must be able to clearly demonstrate the ability to engage these participants in a combination of work-readiness training and targeted educational activities that enable participants to obtain and retain employment or achieve wage advancement (increased earning potential) over time. The training organization must submit sufficient evidence of past experience in deploying similar training programs, and must be able to demonstrate how students are screened, assessed, tested, and tracked through job placement.

**Proposers responding to the Technical Training Funding Category** must demonstrate sufficient experience and expertise in the specific subject area proposed. Proposers are highly encouraged to demonstrate a direct connection to New York State's One-Stop Career Centers by registering their entity and relevant course offerings on the New York State Eligible Training Provider List.

**Proposers responding to the Internship/Apprenticeship Funding Category** must have a minimum of five (5) years experience providing training and other education services, and a minimum of two (2) years experience deploying technical or energy-related internship or apprenticeship programs. Entities must be able to sufficiently demonstrate past administration of successful programs that lead to employment for new workers and continued development of current workers.

Proposers unable to meet requirements or qualifications outlined in this document may submit a written Waiver Request to NYSERDA for consideration along with proposal submission.

## **VII. PROPOSAL FORMAT REQUIREMENTS**

**Section 1: Executive Summary** - Summarize the proposed training and/or internship program, and relevant proposer experience.

### **Section 2: Narrative**

**Identify the Funding Category/Categories** (Career Pathways for Disadvantaged Workers, Technical Training, Internship/Apprenticeship) for which you are requesting funds.

**Description of Proposed Effort** - Provide a description of the proposed initiative under the Funding Category you have indicated above. For example, description of the proposed course and/or internship/apprenticeship program, including number of hours/week, class schedule, number of classes scheduled, training equipment and description of how equipment will be used; train-the-trainer activities, etc.

**Experience-** Provide information in regard to the number of years your organization has been providing education, any accreditations, etc. Proposers responding to Career Pathways for Disadvantaged Workers Funding Category should demonstrate how your experience providing basic skills and work-readiness skills training has prepared students for post-secondary technical education.

**Specific Job Skills-** Describe the job skills (job types, titles) obtained through the course(s). Provide information on the next step or coursework a student would take on a path to a job in the subject area, and transition plans to achieve next step.

**Market Pricing for this Course (or similar course)-** Provide the standard pricing for the proposed course.

**List of Instructors-** For each instructor, provide a resume including qualifications, professional certifications, and years of instructional experience teaching the specific course requested in this application. Resumes should include three references.

**Training Venue-** Include full address and County where each class will be conducted. Describe classroom space including size, AV equipment, seating capacity, etc.

**Field Requirements-** If there is a field study component, please describe how and where this will be conducted.

**Marketing Strategy-** Describe how the course will be marketed within New York State. Indicate if you are requesting co-op advertising funding.

**Funding Sources-** Please identify any other federal (including ARRA or WIA), state or utility funds that may be used for this training effort, also, the amount of such funds.

**Metrics-** Proposers must show all entry and exit criteria for training. Describe how students are tracked.

**Instructor Resumes,** and any other relevant information to support NYSERDA's review of your proposal.

**References-** Please provide at least five references in regard to your training capabilities.

**NOTE:** Proposers responding to **Career Pathways for Disadvantaged Worker Funding Category** must also include the following elements in the narrative section.

**Letter of Commitment** – Letter from technical training provider that will accept participants upon completion of proposed training.

**Participant Screening, Recruitment Strategy-** Detail strategy for underserved markets and underrepresented populations. How will students be screened and assessed?

**Career Pathways-**Describe how you will prepare students for technical training, and include a letter of commitment from a technical training organization demonstrating how your training will lead directly to further technical training. Proposers should demonstrate a connection to the One Stop System and Centers. How will this training help individuals advance their career or secure employment in the energy efficiency sector and provide opportunities for advancement?

**Student Assessment Strategy-** How will students be assessed and tested?

### **Section 3: Statement of Work**

The Statement of Work (SOW) must outline an ordered set of tasks, including subtasks as necessary using the template provided (Attachment II). The SOW is the primary contractual document and identifies the deliverables in detail and provides a basis for payment. The SOW is an action document that specifically delineates each step or procedure required to accomplish the proposed tasks. Applicants must describe the actions that will be taken to complete each task and the anticipated outcome of each task. In addition, applicants must identify each action, indicating who will perform it, how it will be performed, when it will be performed, and its anticipated deliverables. There must be concrete and specific ideas presented for each element of all tasks, and details on how the task will be carried out.

### **Section 4: Program Schedule and Venue**

The Training Schedule and Venue Form (Attachment III) outlines the proposed schedule and location for all training. Classes need to be at times and locations convenient for students, and should have flexible options such as on-line courses, blended learning, etc. NYSERDA reserves the right to dictate geographical location for training to meet local training needs.

The training facility shall have the necessary presentation tools (LCD projector, overhead projector, desktop computer, etc.) in order to deliver the training. Labs shall meet applicable industry and ASHRAE standards for health and safety of students. Dedicated classroom space, as appropriate for conducting instructor-led classes, is preferred over leased space typically used for purposes other than training.

NYSERDA reserves the right to review and approve or disapprove proposed training venues for appropriateness and associated costs. Applicants are encouraged to submit proposals using a regional-based approach in an effort to serve participants across the State.

### **Section 5: Program Budget**

A specific budget for proposed training courses must be submitted for each proposed training course using the Training Session Budget Form (Attachment IV). Attach detailed budget breakdowns showing the Total Project Cost, and separate costs for each Program Category (i.e. Career Pathways for Disadvantaged Workers, Technical Training, Internship/Apprenticeship) for which you are requesting funds. Include budget details for curriculum development, subcontractors, equipment, material, and eligible travel.

**Note: Training entities must identify in the proposed Budget any federal American Reinvestment and Recovery Act (ARRA) funds, or other federal (such as Workforce Investment Act), state, or utility funds that are also contributing to the proposed training effort.**

**Limitations.** Each Training Partner must meet the approved training schedule and budget spending rates. If the Training Partner does not meet goals as outlined in the approved Task Work Order, the partner will be served a Notice of Non-Compliance, and must submit a corrective action plan to NYSERDA for approval. If the revised goals are not reached, and the situation is not remedied within 30 days, the training funds may be rescinded and the funds returned to the incentive pool.

**PROPOSAL SUBMISSION:** In summary, the proposal must include Exhibit A and Exhibit B as follows:

**Exhibit A: Training Initiative Plan (TIP) includes Sections 1 through Section 5 above, and the following supporting documentation.**

- Attachment I: Training Partnership Application Form
- Attachment II: Statement of Work
- Attachment III: Training Schedule and Venue Form
- Attachment IV: Training Session Budget Form

**Exhibit B: Notarized Training Partnership Agreement, two original signed and notarized copies.**

## **VIII. REPORTING – METRICS TRACKING AND QUALITY ASSURANCE**

The Training Partner shall implement a quality training program with measurable and verifiable results aligned with the goals of the EEPS. The Training Partner must meet all requirements of their Statement of Work and submit monthly reports to NYSERDA, in a format approved by NYSERDA.

Metrics shall include, but not be limited to:

### Training Metrics

- Number of trainers trained under Train-the-Trainer (if applicable)
- Populations served (Career Pathways vs. Technical)
- Number of targeted participants in each population served
- Number of students who start/complete program by type (internship, apprenticeship, certification, training course)
- Number of students who attempt certification (AEE, ASHRAE, BPI, NATE, etc.)
- Number of students who earn certification
- Number of students moving ahead with further training

### Employment Statistics/Jobs Data

- Number of students employed/unemployed at start and end of program
- Number of students who are employed 3, 6 and 12 months after the program
- Number of students who are enrolled in internship/apprenticeship
- Number of employers participating in apprenticeship

### Participant Post-training Evaluation Survey Data

- Perception of training (Likert scale)
- Assess ability to apply skills learned during this training
- Years (or months) of work experience
- Experience in energy industry
- Identify work experience (HVAC, Electrical, Plumbing, etc)

## **IX. PROPOSAL EVALUATION**

NYSERDA will review each Training Partnership Application and proposal on a first-come, first-served basis. The review team will consist of NYSERDA staff and, in some cases, external reviewers (NYS Department of Labor, and others as deemed necessary by NYSERDA). Proposers are encouraged to review the Evaluation Criteria document, which contains a series of yes/no questions that will be used to qualify an applicant's proposal for consideration, or eliminate an applicant's proposal from consideration. Applicants are strongly advised to submit all requested information including the signed and notarized Training Partnership Agreement (Exhibit B).

## X. GENERAL CONDITIONS

**Proprietary Information** - Careful consideration should be given before confidential information is submitted to NYSERDA as part of your proposal. Review should include whether it is critical for evaluating a proposal, and whether general, non-confidential information, may be adequate for review purposes. The NYS Freedom of Information Law, Public Officers law, Article 6, provides for public access to information NYSERDA possesses. Public Officers Law, Section 87(2)(d) provides for exceptions to disclosure for records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." Information submitted to NYSERDA that the proposer wishes to have treated as proprietary, and confidential trade secret information, should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to exempt it from disclosure, including a written statement of the reasons why the information should be exempted. See Public Officers Law, Section 89(5) and the procedures set forth in 21 NYCRR Part 501 [www.nyserda.org/nyserda.regulations.pdf](http://www.nyserda.org/nyserda.regulations.pdf). However, NYSERDA cannot guarantee the confidentiality of any information submitted.

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

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

Empire State Development  
Division for Small Business  
30 South Pearl Street  
Albany, NY 12245

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

Empire State Development  
Minority and Women's Business Development Division  
30 South Pearl Street  
Albany, NY 12245

**Limitation** - This solicitation does not commit NYSERDA to award a contract, pay any costs incurred in preparing a proposal, or to procure or contract for services or supplies. NYSERDA reserves the right to accept or reject any or all proposals received, to negotiate with all qualified sources, or to cancel in part or in its entirety the solicitation when it is in NYSERDA's best interest.

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

## **XI. ATTACHMENTS**

Attachment I: Training Partnership Application Form

Attachment II: Statement of Work

Attachment III: Training Schedule and Venue Form

Attachment IV: Training Session Budget Form

Attachment V: Evaluation Criteria

Exhibit B: Training Partnership Agreement

**ATTACHMENT – I**

**TRAINING PARTNERSHIP APPLICATION FORM**

*Please submit this application along with all other required documents as described in the Training Guidance and Application Document.*

<b>Applicant Information – All fields must be completed.</b>	
Firm Name	
Firm Contact Name:	Federal Tax ID #
Address 1	Social Security No. (if no Federal ID #)
Address 2	Day Phone (     )
City                      County                      State      Zip	Fax (     )
Website	E-mail
<b>Provider Type (please check one)</b> <input type="checkbox"/> College/University <input type="checkbox"/> Labor Union <input type="checkbox"/> Labor Union <input type="checkbox"/> Trade Affiliate <input type="checkbox"/> Professional Trade Association <input type="checkbox"/> Manufacturer <input type="checkbox"/> BOCES or Technical Secondary School <input type="checkbox"/> Environmental Justice Advocacy Group <input type="checkbox"/> Not-for-profit/community-based organization <input type="checkbox"/> Other _____	
<b>Check the Program Area(s) covered by your proposal:</b>  <input type="checkbox"/> Career Pathways (Part II)                      NYSERDA Funding Requested: \$ <input type="checkbox"/> Technical Training (Part II)                      NYSERDA Funding Requested: \$ <input type="checkbox"/> Internships/Apprenticeships (Part II)                      NYSERDA Funding Requested: \$ <input type="checkbox"/> Work Readiness (Part III)                      NYSERDA Funding Requested: \$	

**Attachment II  
Statement of Work  
Training Initiative Plan  
Agreement No. \*\*\*\*\***

**TRAINING PARTNER INFORMATION**

Name:  
Address:  
Contact Name:  
Telephone:  
Email:  
Fax:

Team Members:

**STATEMENT OF WORK**

**Task 1: Deliver Training**

The Contractor shall deliver the courses listed below ...X# of hours per session, X times, and shall enroll a sufficient number of participants such that a minimum of X# of students will successfully complete the training.

<Provide all course details including title and number of contact hours per session and number of participants.>

Course Name	Number of Sessions	Contact Hours per Session	Number Participants per Session
1)			
2)			
3)			
4)			
Totals			

*Task 1 Deliverable: Deliver courses listed above.*

## **Task 2: Training Equipment and Supplies**

The Contractor shall ensure that it provides the necessary equipment to teach the proposed course(s). Equipment provided will include ....

*Task 2 Deliverable: Supply the equipment necessary to conduct the training described in this Statement of Work.*

## **Task 3: Deliver Internships (if applicable)**

Contractor shall establish a Memorandum of Understanding (MOU) with a minimum of XX employers who agree to provide internship experiences for training participants. The Contractor shall place XX number of student interns in positions with participating employers. Internships shall include the following:

*Task 3 Deliverable: Memorandum of Understanding with employers, placement of X number of student interns.*

## **Task 4: Instructors**

The Contractor shall establish and maintain a pool of qualified instructors to deliver classes, and provide a list of instructors and associated resumes to NYSERDA for approval by the NYSERDA project manager. Any change in an instructor shall be requested in writing and submitted to NYSERDA for approval no less than four weeks prior to conducting the training.

*Task 4 Deliverable: Provide qualified instructors for all classes.*

## **Task 5: Course Instructional Materials**

The Contractor shall produce, assemble, maintain, and provide training materials for all training. Materials may include, but are not limited to, student handbooks, slide presentations, course syllabus, course outline, course objectives, lesson plans, class activity equipment. The Contractor shall submit all materials to NYSERDA for approve prior to course delivery date. Course materials shall be maintained to current building science and energy efficiency technology standards, at the request of NYSERDA. <Please provide a list of specific materials owned by the Contractor that will be used to deliver training outlined in this Statement of Work.>

*Task 5 Deliverable: Provide all necessary training materials.*

## **Task 6: Upload Training to GetenergySmart.org Training website**

The Contractor shall upload each training session to [www.getenergysmart.org](http://www.getenergysmart.org) prior to the course delivery date to help market the training to participants who visit NYSERDA's

website. To upload a training session, go to <http://www.getenergysmart.org/TrainingMap.aspx> and click on the “Add a Training” link at the bottom of the page. Complete the form and click on “submit event,” to send the request to a NYSERDA staff member for review and approval, upon which the event will be automatically posted to the website within 48 hours

*Task 6 Deliverable: Upload the training information to NYSERDA’s website.*

### **Task 7: Cooperative Advertising (if applicable)**

The Contractor shall submit proposed advertising copy to NYSERDA for consideration and approval. Final advertising copy shall be submitted to NYSERDA for approval prior to publishing.

*Task 7 Deliverable: Submit advertising copy.*

### **Task 8: Metrics Reporting**

The Contractor shall provide regularly scheduled reports, including a Quarterly Report beginning the first quarter of the contract period, and more frequent reports such as at the completion of each training session at the request of NYSERDA’s Project Manager. The reports shall be in a format acceptable to NYSERDA, in a manner that sufficiently documents the following metrics:

- Complete list of trainings held during the previous reporting period
- Locations where the training sessions were held
- Documentation regarding student eligibility
- Number of attendees enrolled and completed for each training session
- Cumulative total of students attending training sessions
- Registration fees paid by participants, and summary of third-party funds used for training
- All costs incurred to conduct training sessions
- Training evaluation - submitted from both the trainer(s) and the attendees
- Success rate of the training, including the number of participants taking the certification exam (if applicable) and the pass rate.
- All other metrics as requested by NYSERDA.

*Task 8 Deliverable: Provide scheduled Quarterly Reports, and other reports upon request by NYSERDA.*

### **Task 9: Advise Students of Available NYSERDA Funding**

For training leading to national credentials meeting the requirements of PON 1816, the Contractor shall advise participating students of available funds from NYSERDA including, but not limited to, exam fee reimbursements, application fees, etc. The

Contractor shall include the following language in the application form for the Training Program:

“This Training Program is funded in part by the New York State Energy Research and Development Authority (NYSERDA) through its *Workforce Development Training Partnerships for Energy Efficiency* program (PON 1816). NYSEERDA’s funding has significantly reduced tuition cost of this program for eligible attendees. Accordingly, attendees will not be eligible to receive NYSEERDA course fee reimbursement for this training under any other offer. Cost-shared reimbursement of certification examination fees is available from NYSEERDA through a separate application.”

*Task 9 Deliverable: Advise eligible students of NYSEERDA funding opportunities.*

**Task 10: Training Partners register their entity and relevant course offerings on the New York State Eligible Training Provider List.**

The Contractor shall register their organization on the NYS Eligible Training Provider List (ETPL), which is a comprehensive inventory of training providers used by One Stop Career Centers to inform customers on training available in NYS. To become registered, a training partner must visit the “Provider” section at [http://www.labor.state.ny.us/etp/PROV\\_LOGIN.asp](http://www.labor.state.ny.us/etp/PROV_LOGIN.asp) and complete the online application. Upon completion of the application, the training partner will be contacted by the appropriate Local Workforce Investment Board to complete the registration process. Once completed, the Contractor shall submit proof of registration to NYSEERDA. The Contractor shall provide enrollment records and other data as required of training providers registered with NYS DOL ETPL.

*Task 10 Deliverable: Proof of Registration on the NYS DOL ETP, Enrollment data upload to NYS DOL ETPL.*

**Task 11: Compensation Reporting Requirements**

The maximum award under this contract is \$ X,XXX

**Task 11A: Invoice Submission and Payments**

The Contractor shall submit proper invoices, the prices stipulated herein for Work delivered or rendered and accepted, less deductions, if any as herein provided. The total price which NYSEERDA will pay to the Contractor represents the price of the Work.

It is the responsibility of the Contractor to disclose any additional funding secured after the proposal submission. NYSEERDA, upon its sole discretion, may adjust the calculation of funding based on the total cost of training and internship support less the sum of tuition revenue (whether direct or via third party payment), training organization cost-share and any other available funds including federal, state or utility sources. The Contractor shall invoice NYSEERDA an amount equal to the "Incentive per Student" times

the number of eligible enrolled students plus eligible expenses for equipment, training materials, and venue with sum not-to-exceed the total “NYSERDA Share” as set forth in Attachment IV: Training Session Budget Form. The “Incentive per Student” shall not exceed the ratio of the "NYSERDA Share" divided by the agreed upon number of participants per session plus verifiable and eligible expenses for equipment, training materials, and venue. In the event where more participants complete training, the Contractor shall submit request for modification to increase the NYSERDA Share. The Contractor shall submit an invoice along with appropriate receipts to NYSERDA per the Schedule of Payments contained in **Schedule of Payments** below.

**Task 11B: Schedule of Payments**

At the completion of each Milestone Billing Event identified below, the Contractor may submit invoices requesting payment by NYSERDA of the amounts not-to-exceed corresponding “NYSERDA Share” amounts indicated below. NYSERDA shall make payment to the Contractor in accordance with and subject to its Prompt Payment Policy Statement attached hereto.

<u>Milestone Billing Event</u>	<u>Not-to-Exceed Price (NYSERDA Share)</u>
1.	\$ X
2.	\$ X
3.	\$ X
4.	\$ X

The Contractor shall meet the approved training and internship schedule and budget per this Agreement. If the Contractor does not meet goals as outlined in this Agreement, the Contractor will be served a Notice of Non-Compliance, and must submit a corrective action plan to NYSERDA for approval. If the revised goals are not reached, and the situation is not remedied within 30 days, the funds may be rescinded. NYSERDA has the right, in its sole discretion, to choose not to fund remaining training sessions and internships if the Contractor does not meet workforce development targets (internship placement, etc.) as outlined in this Agreement.

*Task 11 Deliverable: Invoice and receipts demonstrating incurred costs and any other sources of funding (ARRA, per milestone schedule)*

The following schedule and budget documents are annexed and incorporated into this Agreement:

- Attachment I: Training Partnership Application Form
- Attachment II: Statement of Work
- Attachment III: Training Schedule and Venue Form
- Attachment IV: Training Session Budget Form

**PON 1816: Workforce Development Training for Energy Efficiency**

**ATTACHMENT III: TRAINING SCHEDULE AND VENUE FORM**

**Training Organization Name:**

**Contact Name:**

**Telephone:**

**Please provide requested information for each of the proposed training sessions. If you do not have a scheduled date/time at time of proposal, you may provide updated information prior to contract award.**

1

2

3

4

5

6

**Training Session Name**

**Training Date**

**Training Time**

**Instructor Name**

**Expected Number of Participants**

**Training Location**

Street Address Line 1

Street Address Line 2

City

State

Zip

--	--	--	--	--	--

**PON 1816: Workforce Development Training for Energy Efficiency**

**ATTACHMENT IV: TRAINING SESSION BUDGET FORM**

Please complete one form for each proposed training session.

**Training Organization Name:**

**Contact Name:**

**Telephone:**

**Training Location**

Street Address Line 1

Street Address Line 2

City

State

Zip

<i>Training Costs</i>				
Training Session Name				
Training Date	TOTAL Cost	NYSERDA Share	Other Cost-share	Proposer Share
Instructor Fees		\$0.00	\$0.00	\$0.00
Instructor Travel Expense		\$0.00	\$0.00	\$0.00
Equipment		\$0.00	\$0.00	\$0.00
Training Materials (books, etc.)		\$0.00	\$0.00	\$0.00
Venue (Room Rental, AV, etc.)		\$0.00	\$0.00	\$0.00
Food & Beverage		\$0.00	\$0.00	\$0.00
Grand Total per Session	\$0.00	\$0.00	\$0.00	\$0.00

If you plan to charge tuition, please provide the following information:

**Attendee Registration Fee**

--

**# of Anticipated Attendees**

--

**Expected Revenue**

\$0.00
--------

**NYSERDA Cost-share Requirements:**

	Career Pathways	Technical Training
Instructor Fees	75%	50%
Instructor Travel Expense*	50%	50%
Equipment	Up to 40% of total cost with submission of receipts, max \$5,000	
Training Materials (books, etc.)	75%	50%
Venue	75%	50%
Food & Beverage	F&B is NOT eligible for NYSERDA funding	

## **PON 1816 – Part II Training Partnership Applications (EEPS)**

### **ATTACHMENT V -- Evaluation Criteria**

These are the criteria that the technical evaluation panel (TEP) will use to determine the awards for Training Partnership Agreements.

These evaluation criteria are yes/no questions that will be used to qualify an applicant's proposal for consideration or eliminate an applicant's proposal from consideration.

#### **Proposer Qualifications**

- Does the proposer have 5 years of relevant training experience in adult education? For internships or apprenticeships, does the proposer have 5 years of training experience PLUS 2 years experience in deploying internships and apprenticeships for building trades/energy efficiency work?
- Has the proposer demonstrated administering outcome-driven successful training programs leading to employment or upgrading worker skills in the energy efficiency industry?
- Is the training organization qualified to deliver the initiative? Is the organization accredited by a nationally recognized organization?
- Is the training entity and relevant course offerings on the New York State Department of Labor's Eligible Training Provider List?
- Are the instructors qualified? Certified? Do they have hands-on experience implementing or administering energy efficiency programs relevant to Energy Efficiency Portfolio Standard (EEPS)?
- Have positive references been provided from accepted sources in the energy efficiency community?
- Has the proposer demonstrated sufficient evidence of past experience deploying similar programs? Has the proposer demonstrated how students will be screened, assessed, and tested? Has the proposer explained how they will specifically measure program outcomes?
- Does the proposer have appropriate facilities and address target populations as outlined in the Training Guidance and Application Document (TGAD)?
- Is the initiative designed for training adults (preferred)? If high schools students will be trained, did the proposer demonstrate that the high school proposal is consistent with the content/vocational areas outlined in this solicitation?

- Does the initiative demonstrate a connection to the energy efficiency business community and labor market? Is it responsive to employer and worker needs and the priorities of the EEPS funded programs?

### **Proper and Complete Documentation**

- Is the Training Application Package complete?
- Has the proposer submitted complete budget details? Are costs justified? Can they be documented?

### **Address Program Goals**

- Is the proposed training needed in the targeted geographical area specified in the proposal?
- Does the proposal address the Program goal of significantly expanding the existing energy efficiency training infrastructure, and contribute towards the goal of training and certifying 6200 workers to serve the portfolio of EEPS programs by June 2012?
- Is the proposal consistent with the program areas outlined in the EEPS WFD Operating Plan?

### **Quality and Nature of Training, Career Advancement, Training Materials**

- Did proposer demonstrate that course materials are current?
- Does the proposer have the rights/license to use the curriculum and training materials?
- Has the proposer clearly described the curriculum or training materials being used and defined the materials in terms of competencies required for jobs and further education? Are materials tied to energy efficiency industry skill standards, certification, or licensing requirements?
- If Basic Skills (or work-readiness skills) training is proposed, has the proposer submitted a letter of commitment or an articulation agreement with another appropriate organization demonstrating how the basic skills training will lead to further training, credential or employment in support of EEPS? Are the roles and responsibilities delineated clearly?
- If proposed, is Basic Skills training presented in the context of advancement toward better jobs, pursuing the next training step, and increasing access to postsecondary education, credential programs, or occupations?
- Does the Career Pathway Initiative or Basic Skills Training Initiative serve low-income, minority, unemployed, underemployed, hard-to-serve or under-served populations that historically experience difficulty obtaining and maintaining employment?

- Does the proposal demonstrate the ability to engage students in a combination of work readiness training and activities that lead to sustainable wages?
- Do proposals for technical training address the training topics outlined in the Training Guidance and Application Document and EEPS WFD Operating Plan?
- Is the proposed curriculum/training accredited or approved by a third party entity? Does it provide a specific plan describing how the training leads to or helps prepare for certification in a specific energy efficiency credential?
- If the proposal includes continuing education courses, has proposer shown evidence that it can grant approved CEUs? Is the continuing education training provider registered with the appropriate state professional board or entity?
- Do proposed internships and apprenticeships include a job development component that ties the use of EEPS funds directly to employer sponsored programs; are they tied to an appropriate labor management program? Does the proposal specifically describe the connection of these programs to the One-Stop System and Centers?
- Will all classroom and field training be conducted in the SBC service territory?
- Are all students targeted for training, eligible for support (SBC ratepayers, members of SBC rate-payer households, EEPS or SBC Program participants)?
- Is the training facility adequately equipped? Do training labs meet all applicable industry standards? Is the training space being used dedicated for training? Will classes be held at convenient locations and times for the population being targeted?

### **Budget and Costs**

- Is the budget reasonable?
- Is the proposed training activity offered at a fair market cost? Is the cost per student reasonable?
- Are the funds being used for categories allowed and specified in the Training Guidance and Application Document?

### **Schedule, Tracking, Monitoring, Metrics**

- Does the Training Initiative Plan portion of the proposal include reporting? Is the reporting adequate to ensure NYSERDA is apprised of the status of the project from beginning to end?

- Does the proposal include a training schedule that demonstrates that the funds can be spent within the required timeframes of the Program? Does the proposal link timeframes to attainment of program outcomes?
- Are adequate program tracking metrics and reporting mechanisms in place to ensure that program is achieving specified outcomes (particularly jobs created and trainings completed, certifications obtained etc.)? Are the results measurable and verifiable? Do these metrics break out program outcomes by training populations and jobs created (to allow for separate assessment of Pathways and other program populations)?
- Does the Training Initiative Plan portion of the proposal include reference to the number of students trained, demographic information about students, etc?

### **Quality and Nature of Training, Career Advancement, Training Materials**

- Does the proposed technical training area expand on existing EE training programs/areas currently available? If not, does the proposal introduce an energy efficiency training area that can add innovative programs relevant to EEPS program goals?

### **Marketing**

- Does the proposal outline a marketing strategy? Does the proposal specify the approaches it will use to reach the target populations?

**EXHIBIT B**

**Training Partnership Agreement**

- 1. \*Agreement Number:
- 2. Training Partner:
- 3. Contact:
- 4. \*Effective Date / Project Period:
- 5. Federal ID:

This Agreement consists of this form plus the following documents:

- Exhibit A, Training Initiative Plan/Statement of Work plus Attachments
- Exhibit B, General Contract Provisions, Terms and Conditions (this document)
- Exhibit C, Standard Terms and Conditions (incorporated herein by reference and available attached to the standard sample cost share agreement at <http://www.nyserda.org/Funding/stdforms.asp>)
- Exhibit D, Prompt Payment Policy Statement (incorporated herein by reference and available at <http://www.nyserda.org/Funding/exhibitd.pdf>)

6. ACCEPTANCE

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

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Jeffrey J. Pitkin  
Treasurer

**\*To be completed by NYSERDA prior to full-execution of the Agreement.**

STATE OF )  
 ) SS.:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2009, before me personally came \_\_\_\_\_,  
to me known, who being duly sworn, did depose and say that (s)he resides at \_\_\_\_\_;  
that (s)he is the \_\_\_\_\_ of \_\_\_\_\_, the entity  
described in and which executed the foregoing instrument; and that (s)he is authorized to execute the foregoing  
instrument, and that (s)he did so execute such instrument.

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

## **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.

Agreement: The Agreement and Exhibits A, B, C and D hereto, all of which are made a part hereof as though herein set forth in full.

Budget: The approved Budget set forth in an individual Task Work Order.

Contract Administrator: NYSERDA's Director of Contract Management, Cheryl L. Earley, or such other person who may be designated, in writing, by NYSERDA.

Contract Data: Technical Data first produced in the performance of the contract, Technical Data which are specified to be delivered under the contract, or Technical Data actually delivered in connection with the contract.

Course Materials: Materials necessary for successfully conducting training classes. Course materials shall include, at a minimum, a course outline, course objectives, lesson plans with learning objectives, presentation materials as needed (slide presentation, videos, charts, posters), and student materials as necessary, such as textbook, training manual, copies of presentations, etc.

Designated E-Mail address: The E-Mail address provided by the Training Partner in the application to become a Training Partner.

Effective Date: The effective date of this Agreement shall be the date appearing in Item 4 of page one of the Agreement.

Instructor: A person employed by the Training Partner that is credentialed in the field in which he or she is teaching. An Instructor shall possess credentials that match the classes to be taught prior to beginning training activities.

Notice to Proceed: A written Notice issued by NYSERDA to a Training Partner by electronic mail that approves a Training Initiative Plan (TIP) and authorizes a Training Partner to complete the work set forth in the Training Initiative Plan. Such notice may approve a TIP without amendment or may approve a TIP provided that certain requirements or recommendations are addressed by the Training Partner. TIPs approved by NYSERDA become Task Work Orders.

One Stop Career Centers: Offices where the Department of Labor's Division of Employment and Workforce Solutions works in tandem with county and local workforce agencies to offer "one stop shopping" for employment-related needs. These Centers are designed to offer many DOL programs in a single location – including career-related assistance and services for employers.

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.

Proprietary Data: Technical Data which embody trade secrets developed at private expense, such as curricula, instructor manuals, student manuals, Powerpoint slides, software, and other materials design procedures or techniques, chemical composition of materials, or manufacturing methods, processes, or treatments, including minor modifications thereof, provided that such data:

- (i) are not generally known or available from other sources without obligation concerning their confidentiality;
- (ii) have not been made available by the owner to others without obligation concerning its confidentiality; and
- (iii) are not already available to NYSERDA without obligation concerning their confidentiality.

Schedule: The list of training dates identified in the Training Initiative Plan (TIP).

Statement of Work: A portion of the Training Initiative Plan that identifies the Work and Deliverables performed under the TIP.

Subcontract: An agreement for the performance of Work by a Subcontractor in connection with the Work.

Subcontractor: A person who performs Work directly or indirectly for or on behalf of the Training Partner but not including any employees of the Training Partner.

Task Work Order: A Training Initiative Plan (Statement of Work, Budget, and Schedule) that has been approved by NYSERDA as evidenced by a Notice to Proceed issued by NYSERDA to the Training Partner via the Designated E-Mail Address provided by the Training Partner.

Technical Data: Recorded information regardless of form or characteristic, of a scientific or technical nature. It might include curricula, instructor manuals, student manuals, Powerpoint slides, software, and other materials. It may, for example, document research, experimental or developmental, or demonstration, or engineering work, or be usable or used to define a design or process, or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer software (including computer software programs, computer software data bases, and computer software documentation). Examples of Technical Data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identification, and related

information. Technical Data as used herein does not include financial reports, cost analyses, and other information incidental to contract administration.

Training Guidance and Application Documents (TGAD): Documents available on NYSERDA's Website, which outline requirements and qualifications to apply for participation as a Training Partner and other essential program information. The Guidance Documents are incorporated herein and made a part hereof as though herein set forth in full.

Training Initiative Plan: A proposal by a Training Partner that has not yet been approved by NYSERDA. A Training Initiative Plan contains a statement of work, schedule and budget for a particular training program. The TIP also includes all completed application forms (from relevant Attachments) necessary for the category for which the applicant is seeking funding. The Training Initiative Plan becomes a Task Work Order after NYSERDA approval.

Training Partner: The Training Partner identified in Item 2 of page one of the Agreement.

Training Provider List or New York State Eligible Training Provider List: A comprehensive inventory of training providers and courses offered by Eligible Training Providers. This List is used by One Stop Career Centers to inform the public about career training available in NYS.

Waiver: Training Partners unable to meet requirements or qualifications outlined in the Training Guidance and Application Document to provide a specific training program may submit a written Waiver Request to NYSERDA with the Training Partner's Training Initiative Plan. The Waiver Request shall provide a detailed and reasonable proposal for delivery of training and shall include information to demonstrate the ability of the organization to deliver quality training despite lacking a specific credential or experience to provide a particular training program. NYSERDA reserves the right to reject any Waiver Request.

Work: The Work described in Exhibit A and individual Task Work Orders and the performance of all other requirements imposed upon the Training Partner under this Agreement.

Workforce Development Program (the "Program"): A Program administered by NYSERDA to develop a trained clean energy workforce in New York State. The Program is intended to increase the number of clean energy training opportunities delivered by workforce training organizations across the State in order to meet State energy goals under a variety of initiatives.

Unlimited Rights: Rights to use, duplicate, or disclose Technical Data, in whole or in part, in any manner and for any purpose whatsoever, and to permit others to do so.

## Article II Performance of Work

Section 2.01. Manner of Performance. Subject to the provisions of Article XII hereof, the Training Partner shall perform all of the Work described in the Training Initiative Plan/Statement of Work (Exhibit A), 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 Training Partner 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 Training Partner shall furnish such personnel 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 "Contact " identified in Item 3 of page one of the Agreement shall serve as Project Director and as such shall have the responsibility of the overall supervision and conduct of the Work on behalf of the Training Partner and that the persons described in the Statement of Work shall serve in the capacities described therein. NYSERDA shall be notified in writing of any change of Project Director by the Training Partner.

### Article III Training Initiative Plans and Task Work Orders

Section 3.01. Training Initiative Plan. A Training Partner may propose work through a Training Initiative Plan to NYSERDA in two ways:

- (1) A Training Partner may submit a Training Initiative Plan to NYSERDA to conduct a specific training program.
- (2) NYSERDA may issue an offering to all Training Partners, calling for interested Training Partners to submit a Training Initiative Plan for a specific training program for NYSERDA's approval. Training Partners may then respond.

Section 3.02. Issuing a Task Work Order.

Depending upon NYSERDA's needs, it may

- (1) award a Task Work Order to the Training Partner which authorizes the Training Partner to conduct the training program;
- (2) decline to award a Task Work Order to the Training Partner and decline to authorize this specific training program; or,
- (3) approve of the proposal subject to certain recommendations or requirements.

Section 3.03. Processing of Training Initiative Plans. To the extent practicable, NYSERDA will review Training Initiative Plans in the order in which they are received during the course of the Workforce Development Program. NYSERDA expects that it will, under normal circumstances, contact a Training Partner regarding a completed Training Initiative Plan within 30 business days of receipt. Processing of Proposals that are incomplete or that otherwise do not conform to the requirements of the Program or this Agreement will be delayed; such proposals may be rejected by NYSERDA.

Section 3.04. Rejection of Training Initiative Plan. To be considered by NYSERDA, each Training Initiative Plan must meet all the requirements set forth in the Guidance Documents and be responsive to all information requested in the application forms. NYSERDA may reject Proposals: (a) that are not complete, accurate, and signed; (b) that do not meet the requirements of the Workforce Development Program as described in this Agreement or associated Task Work Order(s); (c) where the Insurance required by this Agreement has not been obtained or has expired, based on Certificates of Insurance filed by the Training

Partner; (d) submitted by a Training Partner whose has been terminated from the Program; or (e) that do not meet current program needs, goals, or objectives.

Section 3.05. Waivers. A Training Partner that is unable to meet Training Partner requirements to offer a particular training program as set forth in the Guidance Documents or in NYSERDA's Offering, may, with its Training Initiative Plan, submit a written request to NYSERDA, to waive specific Training Partner Requirements. The Waiver Request shall provide a detailed and reasonable proposal for delivery of training and shall include alternate qualifications demonstrating the ability of the Training Partner and or Instructor to deliver quality training on the specific training program identified in the Proposal. If NYSERDA approves the request for a Waiver, NYSERDA will issue a Notice to Proceed. NYSERDA reserves the right to reject any Waiver Request.

#### Article IV Payment

Section 4.01. Compensation. In consideration for this Agreement and as full compensation for the costs for 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 Training Partner the cost as set forth in an individual Training Initiative Plan Budget subject to the provisions and restrictions contained in the Notice to Proceed and Task Work Order. Such amount shall be paid only to the extent that costs are incurred by the Training Partner in performance of the Work in accordance with the provisions of this Agreement, the Notice to Proceed and Task Work Order.

Section 4.02. General Information. The Task Work Order issued by NYSERDA will state NYSERDA's funding obligation. For projects in which NYSERDA is not directly paying 100% of the Training Partner's fees, the Training Partner itself must negotiate a payment schedule and collect fees from all other parties directly. NYSERDA will be responsible for the approved amount of the project costs as set forth in the Notice to Proceed. The Training Partner must provide, at NYSERDA's request, substantiation of the market pricing for which this, or similar, training has been offered.

Section 4.03. Prompt Payment Policy. Payment by NYSERDA will be made pursuant to NYSERDA's Prompt Payment Policy. See <http://www.nyserda.org/exhibitd.pdf>

Section 4.04. Limitation. This Agreement does not commit NYSERDA to approve a Proposal, pay any costs incurred in preparing the Training Initiative Plan, or to procure or contract for services or supplies. NYSERDA reserves the right to accept or reject any or all Proposals, to negotiate with all qualified sources, or to cancel this Agreement when it is in NYSERDA's best interest.

Section 4.05. Right to Deny, Change, or Seek Reimbursement of Incentive Payment. Notwithstanding any other provision of these Terms and Conditions, NYSERDA reserves the right to deny or alter payment of an incentive, to exercise its Set-Off rights, or to seek reimbursement of incentives paid if, at any time, it learns that the approved training program was not actually delivered as set forth in the Notice to Proceed and Task Work Order.

Section 4.06. Progress Payments. The Training Partner may submit invoices for progress payment no more than once each month or no less than once each calendar quarter for Work performed during such period.

Invoices shall be addressed to NYSERDA, "Attention: Accounts Payable", and copies of the invoices shall also be submitted by the Training Partner to the NYSERDA Project Manager. Such invoices shall make reference to the Agreement number shown in Item 1 of page one of the Agreement and specifically reference the Task Work Order by number assigned at time of agreement approval. Invoices shall set forth total project costs incurred. They shall be in a format consistent with the cost categories set forth in the Task Order Budget. Invoices shall provide reasonable documentation for the above to provide evidence of costs incurred.

The Training Partner shall be notified by NYSERDA in accordance with Section 5.04.4 (b)(2) of NYSERDA's Prompt Payment Policy Statement, referenced herein as Exhibit D (which is incorporated herein and made a part hereof as though herein set forth in full), of any such information or documentation which the Training Partner did not include with such invoice.

In accordance with and subject to the provisions of such Exhibit D, NYSERDA shall pay to the Training Partner, within the prescribed time after receipt of an invoice for a progress payment, the amount so requested, unless NYSERDA should determine that any such payment or any part thereof is otherwise not properly payable pursuant to the terms of the Agreement or the Budget.

Section 4.07. Maintenance of Records. The Training Partner 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 the performance of the Agreement, including without limitation, all bills, invoices, payrolls, subcontracting efforts and other data evidencing, or in any material way related to, the direct and indirect costs and expenses incurred by the Training Partner in the course of such performance.

Section 4.08. Audit Adjustment. Any payment made hereunder shall be subject to retroactive reduction for amounts included therein which are found by NYSERDA on the basis of any audit of the Training Partner by an agency of the United States, State of New York or NYSERDA not to constitute an allowable charge or cost hereunder.

## Article V

### Assignments, Subcontracts and Purchase Orders

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 Training Partner'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.

## Article VI

### Schedule

Section 6.01. Schedule. The Work shall be performed as expeditiously as possible in conformity with the schedule requirements contained herein and in Exhibit A, TIP/Statement of Work.

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, TIP/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 there from, 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  
Technical Data

Section 8.01. Rights in Technical Data

(a) Technical Data: Rights in Technical Data shall be allocated as follows:

(1) NYSERDA shall have:

- (i) unlimited rights in Contract Data except as otherwise provided below with respect to Proprietary Data; and
- (ii) no rights under this Agreement in any Technical Data which are not Contract Data.

(2) The Training Partner shall have:

- (i) the right to withhold Proprietary Data in accordance with the provisions of this clause; and
- (ii) the right to use for its private purposes subject to patent, or other provisions of this Agreement, Contract Data it first produces in the performance of this Agreement provided the data requirements of this Agreement have been met as of the date of the private use of such data.

The Training Partner agrees that to the extent it receives or is given access to Proprietary Data or other technical, business or financial data in the form of recorded information from NYSERDA or a NYSERDA Training Partner or Subcontractor, the Training Partner shall treat such data in accordance with any restrictive legend contained thereon, unless another use is specifically authorized by prior written approval of the Contract Administrator.

Article IX  
Warranties and Guarantees

Section 9.01. Warranties and Guarantees. The Training Partner warrants and guarantees that:

(a) it is financially and technically qualified to perform the Work;

(b) 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;

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

(d) all materials and instruction furnished by it and by Subcontractors in performance of the Work or any portion thereof shall conform with sound and currently accepted standards and best practices;

(e) neither the Training Partner nor any of its employees, agents, representatives or servants has actual knowledge of any trade mark 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 trade mark or otherwise interferes with any other right of any Person;

(f) there are no existing undisclosed or threatened legal actions, claims, or encumbrances, or liabilities that may adversely affect the Work or the NYSERDA's rights hereunder;

(g) it has no actual knowledge that any information or document or statement furnished by the Training Partner 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.

(h) it is responsible for obtaining and paying for licenses for any instructional materials that are not owned by Training Partner that are or will be used to complete work under this agreement and associated Task Work Order(s).

## Article X Indemnification

Section 10.01. Indemnification. The Training Partner 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 the performance of this Agreement. The obligations of the Training Partner 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 Training Partner, at no additional 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) name or be endorsed to cover NYSERDA, the State of New York and the Training Partner 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) Commercial automobile liability insurance in respect of motor vehicles owned, licensed or hired by the Training Partner and the Subcontractors for bodily injury liability, including death and property damage, incurred in connection with the performance of this Agreement, with minimum limits of \$500,000 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 \$500,000 in respect of claims arising out of property damage in any one accident or disaster.

Section 11.03. Delivery of Policies; Insurance Certificates. Prior to commencing the Work, the Training Partner shall deliver to NYSERDA certificates of insurance issued by the respective insurers, indicating the Agreement number thereon, evidencing the insurance required by this Article and bearing notations evidencing the payment of the premiums thereon or accompanied by other evidence of such payment satisfactory to NYSERDA. 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 Training Partner, 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 Training Partner 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 Training Partner shall deliver to NYSERDA a certified copy of each policy.

## Article XII Stop Work Order; Termination

Section 12.01. Stop Work Order.

(a) NYSERDA may at any time, by written Order to the Training Partner, require the Training Partner to stop all, or any part of, the Work called for by this Agreement for a period of up to 90 days after the Stop Work Order is delivered to the Training Partner, 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 Training Partner 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 90 days after a Stop Work Order is delivered to the Training Partner, or within any extension of that period to which the parties shall have agreed, NYSERDA shall either:

- (i) by written notice to the Training Partner, cancel the Stop Work Order, which shall be effective as provided in such cancellation notice, or if not specified therein, upon receipt by the Training Partner, 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 Training Partner 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 Training Partner's cost properly allocable to, the performance of any part of this Agreement, and
- (ii) the Training Partner 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 Training Partner 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. This Agreement may be terminated by NYSERDA at any time during the term of this Agreement with or without cause, upon 30 days prior written notice to the Training Partner. In such event, compensation shall be paid to the Training Partner 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 Training Partner pursuant to Subcontracts; provided, however, that upon receipt of any such notice of termination, the Training Partner shall cease the performance of Work, shall make no further commitments with respect thereto and shall reduce insofar as possible the amount of outstanding commitments (including, to the extent requested by NYSERDA, through termination of subcontracts containing provisions therefor).

NYSERDA may suspend or terminate the Training Partner's participation in the Program for any reason, including failure to maintain Program standards. In all cases involving a Training Partner's participation status, or denial of Program incentives, NYSERDA's written decision is final.

The Training Partner shall conduct itself in a professional and respectful manner when interacting with any NYSERDA personnel, and the public.

Without NYSERDA's prior written permission, the Training Partner shall not employ as a Subcontractor any firm that has been suspended or terminated from this Program or any other NYSERDA program; NYSERDA reserves the right to make changes to the Program upon notice to the Training Partners. Such notification shall be by email and posting on [www.nyserda.org](http://www.nyserda.org) as set forth in the Guidance Documents.

The Training Partner acknowledges that failure to follow Program requirements and procedures, including processing of required documents, will result in a loss of applicable incentives, and possible disciplinary action;

In determining the ongoing, or future, participation in the Program, the Training Partner's past performance shall be a key determinant; and

A Training Partner that submits false or fraudulent information or data to the Program risk immediate termination from the Program.

Article XIII  
Independent Contractor / Training Partner  
Training Partner Responsibilities

Section 13.01. Business Practices. The Training Partner and its employees shall treat the public fairly and in good faith, and shall deliver promised services in a timely, responsible, professional, and competent manner. The Training Partner shall fairly represent NYSERDA's Program and its relationship to NYSERDA the public.

Section 13.02. Independent Contractor. The status of the Training Partner under this Agreement shall be that of an independent Contractor and not that of an agent, and in accordance with such status, the Training Partner, and its respective officers, agents, employees, representatives and servants 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, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

Section 13.03. Registration with the Department of Labor. The Partner shall register with the New York State Department of Labor as an eligible training provider and be listed on the New York State Eligible Training Provider List.

Article XIV  
Compliance with Certain Laws

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

Section 14.02. All Legal Provisions Deemed Included. It is the intent and understanding of the Training Partner 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 Training Partner, 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, 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 Training Partner to comply with all legal requirements.

Article XV  
Publicity, Notices, Entire Agreement, Amendment

Section 15.01. Publicity.

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

(b) The Training Partner shall not use NYSERDA's corporate name, logo, identity, any affiliation, or the service mark **New York Energy \$mart<sup>SM</sup>**, and any related logo, without NYSERDA's prior written consent.

Section 15.02. Notices. But for "Program Change Notices" and "Notices to Proceed", 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 deemed to have been sufficiently given for all purposes hereunder when delivered or mailed by registered or certified mail, postage prepaid, return receipt requested, (i) if to NYSERDA, at 17 Columbia Circle, Albany, New York 12203-6399 or at such other address as NYSERDA shall have furnished to the Training Partner in writing, and (ii) if to the Training Partner, at , or such other address as the Training Partner shall have furnished to NYSERDA in writing.

Section 15.03. Program Change Notices. The Workforce Development Program (the "Program") may be changed by NYSERDA at any time. The Training Partner will be notified of changes via the Designated E-Mail Address provided by the Training Partner. Program Change Notices will also appear on [www.nyserda.org](http://www.nyserda.org). Changes in the Program will apply to all Training Program proposals not yet approved by NYSERDA as of the time of such program change.

Section 15.04. Notices to Proceed. The Workforce Development Program has been designed to allow Training Partners to (1) submit proposals for specific training programs to NYSERDA on a topic of their choice and (2) to submit proposals in response to Offerings issued by NYSERDA based on Program needs and goals. The Training Partner will be notified of NYSERDA's approval of a specific training partnership proposal by a written Notice to Proceed. This Notice, which will be provided to the Training Partner via the Designated E-Mail Address provided by the Training Partner, authorizes a Training Partner to implement the specific training program as proposed or with revisions identified in the Notice.

Section 15.05. Entire Agreement; Amendment. This Agreement embodies the entire agreement and understanding between NYSERDA and the Training Partner 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.

