

Service Provider Agreement

As a potential participant in NYC Accelerator's Service Provider Program ("NYC Accelerator"), our company acknowledges and agrees to comply with the following:

1. All Service Providers are required to complete an orientation regarding the Program to become qualified for participation. This includes a completion of a one-to-two-hour online orientation session by at least two primary company representatives. Covered topics will include an overview of the Program and the Service Provider referral process. Service Providers' participation will be verified with the training registration and webinar participation log. It is also required for Service Providers to attend an annual Program update session, where participation will be tracked the same.
2. All Service Providers must provide their company information that will be listed on NYC Accelerator materials, including contact information, a concise description of relevant services offered, sectors served in previous work, geographical work preferences within NYC, and further accompanying details outlined in the application.
3. Service Providers are required to promptly respond to all inquiries made by, or on behalf of any participating building decision maker ("Participant") that references the NYC Accelerator Service Provider Resource List within **three business days**.
4. Leads may be generated by Participants selecting Service Providers from the Program Look-up Tool. Once a Participant selects and contacts a Service Provider, the Service Provider is expected to engage the Participant within 72 hours, by email or phone. To maintain an active status in the NYC Accelerator Service Provider Program, the Service Provider must log at least six (6) engagements over the course of the year. The Service Provider is also required to log at least one (1) completed project at a Participant's location, per year, to remain active in the Program. Engagement with the Participant includes the Service Provider reaching out to them, either by phone, email, or in person (if possible). "Completing" projects means that the Service Provider has successfully implemented the proposed decarbonization project at the Participant's location.
5. The Service Provider is required to report project statuses monthly to the Program to measure program effectiveness and success.
6. Service Providers are required to maintain active enrollment in a Con Edison, National Grid, or NYSEERDA incentive programs for applicable service categories. This is to ensure that selected Service Providers will utilize the incentive programs to offer a complete package for the buildings they are serving.
7. NYC Accelerator reserves the right, in its sole discretion, to withdraw the Service Provider RFQ, released on January 11, 2022, at any time; to determine not to proceed with the actions described or suggested herein; and to take any other action with respect to the RFQ, including but not limited to, the right to discontinue publication in any medium of the NYC Accelerator materials.
8. The NYC Accelerator reserves the right in its sole discretion to issue a new RFQ altering the terms and conditions of participation and re-qualifying Service Providers to participate on and after a date established in the new RFQ.

9. If removed from the Program, the Service Provider must halt usage of marketing material and logo affiliated with the Program.
10. All determinations in connection with the RFQ, or the Program (including, but not limited to, any determinations regarding the experience, capability, capacity, or financial resources of any Service Provider, or regarding the selection of qualified Service Providers or the removal of Service Providers from the NYC Accelerator materials) shall be at the sole discretion of the Program.
11. Inclusion of any Service Provider information on NYC Accelerator materials does not guarantee that such Service Provider will be selected by any Participant, nor does it create any rights on the part of the Service Provider.
12. Inclusion of any Service Provider information on NYC Accelerator materials is not an endorsement by the NYC Accelerator of the Service Provider or services offered by the Service Provider. Participants must make their own determination as to whether to seek and obtain services from Service Providers or other entities.
13. Any material misrepresentation made by a Service Provider or any failure to disclose any material information in connection with its response to the RFQ may result in disqualification from consideration for participation in the Program, or the removal of the Service Provider from the NYC Accelerator materials.
14. The City or Program Administrator shall not be liable or responsible for the costs, expenses, or liabilities incurred by any person or entity in preparing any response to the RFQ or for any other costs, expenses, or liabilities incurred by any person or entity in connection with or in reliance on the RFQ.

Agreement & Signature:

By submission of this application, the applicant and person signing on behalf of any applicant subscribes and affirms under penalties of law that the statements made in this application for inclusion to the Program have been examined and to the best of his/her knowledge and belief are true and correct. The applicant understands that by signing this application it consents to any other inquiry to verify or confirm the information herein. The applicant understands that this application for inclusion in the Service Provider Program does not guarantee that applicant will be accepted. It is understood that applicant is acting as an independent entity to provide decarbonization services through the NYC Accelerator Program. The applicant understands and agree that submitting this application is not entering into a contractual agreement with the City of New York or Program Administrator.

Please sign this document and email back to Andrew Kringas, at andrewk@accelerator.nyc, with the subject heading, "NYC Accelerator SP Agreement – [YOUR COMPANY NAME HERE]".

Company Name: _____

Authorized Representative (please print): _____

Title: _____ Date: _____

Signature: _____