SCHOOL BUS IDLING REDUCTION PROGRAM FOR WESTCHESTER, PUTNAM, AND DUTCHESS COUNTIES, ROUND 2

Program Opportunity Notice (PON) 1616
Approximately $444,000 Available

SUMMARY OF REVISIONS

The following changes have been made to PON 1616: School Bus Idling Reduction Program for Westchester, Putnam, and Dutchess Counties, Round 2:

- The date for acceptance of proposals has been revised from December 30, 2009 to March 31, 2010.

SCHOOL BUS IDLING REDUCTION PROGRAM FOR WESTCHESTER, PUTNAM, AND DUTCHESS COUNTIES, ROUND 2

Program Opportunity Notice (PON) 1616
Approximately $444,000 Available

Applications accepted August 25, 2009 – March 31, 2010 by 5:00 PM Eastern Time, or Until all Funds are Exhausted*

The New York State Energy Research and Development Authority (NYSERDA) is seeking applications for the **School Bus Idling Reduction Program for Westchester, Putnam, and Dutchess Counties, Round 2** (Program). Applicants operating a school bus fleet in Westchester, Putnam, and Dutchess counties can apply for a project incentive to have their currently operating school buses retrofitted with eligible diesel fuel-fired coolant heaters that provide supplemental heat for preheating the engine coolant and passenger compartment. Eligible applicants include municipalities, school districts, and private contractors that own or operate school buses in the three eligible counties.

This PON solicits applications for projects that exhibit opportunities to reduce school bus idling in winter months by removing the need to run the main engine to heat the engine block and passenger compartment. NYSERDA issues this PON with the intent of introducing idle reduction technology for diesel-fueled buses into school bus fleets and accelerating the introduction of these technologies into the market. Funds will be committed based on approved applications, and then paid upon presentation of invoices indicating that installation is complete.

Approximately $444,000 of environmental settlement funds are currently available on an open-enrollment basis for the Program. Through this Program, funds may be awarded for up to 100% of the equipment and installation costs of the eligible coolant heaters for one or more school buses, up to $3,400 per bus and up to a maximum of ten (10) buses per applicant. Funds for the Program will not be used to fund federal, State or local mandated school bus anti-idling projects.

Applications must be approved by the applicant's governing body and will be considered in the order they are received, beginning August 25, 2009 and ending March 31, 2010 at 5:00 PM Eastern Time.

Application Submission: Send **one (1)** clearly labeled and completed applicant checklist (**Attachment A**) attached to the front of the disclosure of prior findings of non-responsibility **(Attachment B)** and project application (**Attachment C**), all containing an original signature, to:

Adam Ruder, PON 1616
NYS Energy Research and Development Authority
17 Columbia Circle
Albany, NY 12203-6399

Program questions can be directed to **Adam Ruder** at **(866) NYSERDA, ext. 3411** or **ar3@nyserda.org**.
Contractual questions may be directed to **Venice Forbes** at **ext. 3507** or **vwf@nyserda.org**.

No communication intended to influence this procurement is permitted except by contacting Adam Ruder (Designated Contact) at (518) 862-1090, ext. 3411 or ar3@nyserda.org. Contacting anyone other than this Designated Contact (either directly by the proposer or indirectly through a lobbyist or other person acting on the proposer's behalf) in an attempt to influence the procurement: (1) may result in a proposer being deemed a non-responsible offerer, and (2) may result in the proposer not being awarded a contract.

*Late applications and applications lacking the appropriate completed and signed Proposal Checklist 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 web site at www.nyserda.org.

I. INTRODUCTION

The School Bus Idling Reduction Demonstration Program for Westchester, Putnam, and Dutchess Counties (Program) solicits applications for projects that reduce fuel use and emissions from school buses through the introduction of on-board diesel fuel-fired coolant heaters into school bus fleets.

The funds available through this PON are to be awarded by NYSERDA on an open-enrollment basis to eligible entities for School Bus Idling Reduction Projects (Projects). **Eligible entities include: school districts and private contractors that own or operate school buses in the three eligible counties.** Location dependent funds for this voluntary Program will not be used to fund Federal, State or Local mandated school bus anti-idling projects. Only buses garaged/located in and operating in **Westchester, Putnam, or Dutchess Counties** are eligible for funding under the terms of the settlement from which these funds originate.

DEFINITIONS:
School Bus Idling Reduction Equipment. Eligible idling-reducing equipment and technologies exclusively include: on-board diesel fuel-fired coolant heaters that are not part of a standard/required engine configuration (i.e., if the equipment is required by law to be installed on the bus for the bus to be operated, then the equipment would not be eligible). Equipment must be sold under standard commercial terms from one or more New York State Department of Transportation-qualified idling reduction technology vendors. Eligible coolant heaters must be for a supplemental heat application and must have an output of 40,000 BTU/hour or greater. The only New York State Department of Transportation-qualified vendors at this time are Espar Heater Systems, Teleflex Power Systems, and Webasto Products North America. Contact information for each vendor can be found in **Attachment C**.

School Bus Idling Reduction Project. A Project to install eligible School Bus Idling Reduction Equipment on a currently owned and operated diesel-fueled full size (Class C or D) school bus in Westchester, Putnam, or Dutchess County. The Program can only pay for eligible School Bus Idling Reduction Equipment and the cost of installing the eligible School Bus Idling Reduction Equipment.

Governing Body. For a county outside the City of New York, the governing body is the board of supervisors or other elective governing body. For a city or village, the governing body is the local legislative body thereof, as the term is defined in Municipal Home Rule Law. For a town, the governing body is the town board. For a school district, the governing body is the board of education thereof. For a supervisory district, the governing body is the board of cooperative educational services thereof. For a public benefit corporation, the governing body is the board of directors, members or trustees thereof. For a public authority, the governing body is the board of directors, members, or trustees thereof. In the case of an Indian tribe, the governing body is that which is recognized as such by the United States or the State of New York. For the Program, the authorization may come from the Superintendent of the school district. For a private company this is any individual with the authority to enter into a contractual agreement on behalf of the company.

Consultant. An independent organization hired by NYSERDA to validate that each Project has been performed as described in NYSERDA's contracts with Recipients and to submit reports on its findings to NYSERDA.

Private contractor. A private company or proprietorship which provides school bus service to a school district or non-public school.

School Bus. Any motor vehicle that has a seating capacity of 15 or more passengers in addition to the driver and is used exclusively for the transportation of New York State school children on public highways. A bus used exclusively for the transportation of students with disabilities or special needs that has a capacity of fewer than 15 students also meets this definition.

II. PROGRAM REQUIREMENTS

Projects may be awarded funds for up to 100% of the equipment and installation costs of School Bus Idling Reduction Equipment on one or more currently operating diesel-powered school buses, capped at $3,400 per bus. Applicants may request funding for up to ten (10) buses. Funds may be used to pay for installation of School Bus Idling Reduction Equipment by coolant heater vendors, authorized installers, or applicant personnel.

This solicitation is funded through the settlement of a Clean Air Act lawsuit by the New York State Office of the Attorney General (OAG) against American Electric Power (AEP). Under an agreement between the OAG and NYSERDA, approximately $444,000 is to be used for Projects in Westchester, Putnam, and Dutchess Counties.

Funds cannot be used to supplant financial resources committed by the governing body for Clean Air School Bus Retrofit Projects, prior to the date of application. Commitment of financial resources is deemed to commence with the execution of purchase orders or contracts for any of the School Bus Idling Reduction Equipment or other cost items for which funding is requested.

Funds awarded through the Program should be committed (purchase orders or contracts executed) within nine (9) months of the date of award. Funds not committed by that date may be reallocated to other Projects that were not initially awarded funds.

In cases where one governing body operates or controls more than one operating subsidiary, each subsidiary is considered a separate applicant.

The cost of fuel is not eligible under the Program.

Funds awarded through the Program may not be used for any administrative or operating expenses incurred by the recipient of funds. Funds will be reimbursed for eligible costs upon submission and approval of invoices.

Recipients must operate any School Buses retrofitted as part of a Project in either Westchester, Putnam, or Dutchess Counties for at least three (3) years after the School Bus Idling Reduction Equipment installation date.

Recipients will be required to provide milestone reports based on the proposed schedule of procurement. Recipients will also be required to provide brief annual reports for the three years following the introduction of the funded School Bus Idling Reduction Equipment. Such reports should include data on the operation of the bus(es) including: sample of fuel usage and mileage of buses with heaters and without heaters, idling time, maintenance events and costs, and any problems and concerns.

III. APPLICATION REQUIREMENTS

Applications submitted in response to this PON must be approved by the applicant's governing body and be submitted between August 25, 2009 and March 31, 2010 at 5:00 PM Eastern Time**.** Applicants must complete and submit **one (1)** copy of the completed application to the attention of Roseanne Viscusi at the address on the front of this PON. The application will consist of:

- **Application Checklist (Attachment A)**, which must be signed by a person authorized to commit the organization;
- **Disclosure of Prior Findings of Non-Responsibility (Attachment B)**; and
- **School Bus Idling Reduction Demonstration Program Application Form (Attachment C)**, which requires information and documentation related to the selection criteria.

The Application Checklist and Program Application Form must have original signatures. **Applications lacking the appropriate completed and signed Application Checklist will be returned.** Faxed or e-mailed copies will not be accepted.

An application for a Project requires a complete list of the buses to be retrofitted categorized by maker of coolant heater technology that will be used to reduce the idling time of the buses, bus manufacturer, engine manufacturer, model, and model year.

In order to be considered for an award, each application must meet the following minimum qualifications:

- The application must be submitted by an eligible entity and be consistent with the eligibility criteria and Program Requirements described in this PON.
- The application must provide sufficient information and supporting documentation to enable NYSERDA to evaluate the application.
- The proposed Project must result in a reduction of school bus idling time.
- The buses to receive idling reduction retrofits must not be stored indoors and must not be warmed by block heaters during the winter, both of which preempt the need for coolant heaters.
- The buses to receive School Bus Idling Reduction Equipment must be operated in either Westchester, Putnam, or Dutchess Counties for at least three (3) years after the School Bus Idling Reduction Equipment installation date.

NYSERDA will enter into contracts with each entity awarded funds. A sample agreement is included with this PON as **Attachment D**.

Procurement Lobbying Requirements - **State Finance Law sections 139-j and 139-k**
Procurement lobbying requirements contained in State Finance Law sections 139-j and 139-k became effective on January 1, 2006. (The text of the laws is available at: http://www.ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html). In compliance with §139-j and §139-k of the State Finance Law, for applications submitted in response to this solicitation that could result in agreements with an annual estimated value in excess of $15,000, additional forms must be completed and filed with applications: (1) a signed copy of the Application Checklist including required certifications under the State Finance Law and (2) a completed Disclosure of Prior Findings of Non-Responsibility form. Failure to include a signed copy of the Application Checklist referenced in this solicitation will disqualify your application.

Applications should not be excessively long or submitted in an elaborate format that includes expensive binders or graphics. Unnecessary attachments beyond those sufficient to present a complete, comprehensive, and effective response will not influence the evaluation of the application. Each page of the application should state the name of the applicant, the PON number, and the page number.

IV. APPLICATION EVALUATION

Applications will be reviewed by NYSERDA to determine whether the application meets the Program's qualifications. Applications that do not meet these qualifications will not be considered for funding. Reasons for removing the application from consideration for funding shall be provided to the applicant in writing.

Applications will be reviewed for compliance with Program rules and procedures, eligibility, and completeness. NYSERDA may reject the application or, if needed, contact the applicant for additional information regarding the fleet and/or vehicle(s). NYSERDA will consider funding for up to ten (10) buses per applicant. Partial awards are possible if NYSERDA does not have enough money to fully fund a Project. NYSERDA will continue funding approved applications until either the settlement funds are exhausted or the program expiration date, whichever comes first.

Applicants may apply for installations of technology from one, two, or all three eligible vendors; they are not limited to purchasing from a single vendor.

Once NYSERDA confirms that an application complies with Program rules and procedures, it will issue a Contract Agreement. This agreement will be effective for six months at which time it will expire. Applicants may apply for extensions, which may or may not be approved at NYSERDA's sole discretion.

The applicant must notify NYSERDA when it completes an installation. NYSERDA will assign a Consultant to perform a final vehicle inspection to ensure that the bus and coolant heater are fully operational, that it meets all Program requirements, and that all the eligible costs are documented. If the bus meets all of the necessary requirements, the Consultant will forward the payment request including invoices and documentation to NYSERDA and the authorized funding for that installation will be paid to the applicant. Installations must be completed within six months of the execution of the Contract Agreement. Extension requests for the Contract Agreement must be submitted to NYSERDA in writing within 30 calendar days of the Contract Agreement expiration date. Extensions may be granted at NYSERDA's discretion.

The applicant must continue to operate the school buses receiving coolant heaters in the eligible three counties for three years after installation of the School Bus Idling Reduction Equipment.

In the event two applications are received at the same time and would exhaust available funds, funding decisions will be made based upon, in descending priority, Project cost, funding received in the first round of the program, commitment to operate School Bus Idling Reduction Equipment for longer than the three-year minimum, and equitable distribution of funds between counties and between school districts.

V. GENERAL CONDITIONS

Proprietary Information - Careful consideration should be given before confidential information is submitted to NYSERDA as part of your application. Review should include whether it is critical for evaluating an application, 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 applicant 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 accept it from disclosure, including a written statement of the reasons why the information should be accepted. See Public Officers Law, Section 89(5) and the procedures set forth in 21 NYCRR Part 501 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

State Finance Law sections 139-j and 139-k - NYSERDA is required to comply with State Finance Law sections 139-j and 139-k. These provisions contain procurement lobbying requirements which can be found at http://www.ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html
The attached Application Checklist calls for a signature certifying that the applicant will comply with State Finance Law sections 139-j and 139-k and the Disclosure of Prior Findings of Non-responsibility form includes a disclosure statement regarding whether the applicant has been found non-responsible under section 139-j of the State Finance Law within the previous four years.

Tax Law Section 5-a - NYSERDA is required to comply with the provisions of Tax Law Section 5-a, which requires a prospective contractor, prior to entering an agreement with NYSERDA having a value in excess of $100,000, to certify to the Department of Taxation and Finance (the "Department") whether the contractor, its affiliates, its subcontractors and the affiliates of its subcontractors have registered with the Department to collect New York State and local sales and compensating use taxes. The Department has created a form to allow a prospective contractor to readily make such certification. *See,* ST-220-TD (available at http://www.tax.state.ny.us/pdf/2006/fillin/st/st220td_606_fill_in.pdf). Prior to contracting with NYSERDA, the prospective contractor must also certify to NYSERDA whether it has filed such certification with the Department. The Department has created a second form that must be completed by a perspective contractor prior to contacting and filed with NYSERDA. *See,* ST-220-CA (available at http://www.tax.state.ny.us/pdf/2006/fillin/st/st220ca_606_fill_in.pdf). The Department has developed guidance for contractors which is available at http://www.tax.state.ny.us/pdf/publications/sales/pub223_606.pdf.

Contract Award - NYSERDA anticipates making multiple awards under this solicitation. It may award a contract based on initial applications without discussion, or following limited discussion or negotiations. Each offer should be submitted using the most favorable cost and technical terms. NYSERDA may request additional data or material to support applications. NYSERDA will use the Sample Agreement to contract successful applications. NYSERDA expects to notify applicants in approximately twelve (12) weeks from the application due date whether or not they have been selected to receive an award.

Limitation - This solicitation does not commit NYSERDA to award a contract, pay any costs incurred in preparing an application, or to procure or contract for services or supplies. NYSERDA reserves the right to accept or reject any or all applications 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 applicant 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 an applicant 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. Applicants 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.

VI. ATTACHMENTS

Attachment A: PON 1616 Application Checklist
Attachment B: Disclosure of Prior Findings of Non-Responsibility
Attachment C: School Bus Idling Reduction Demonstration Program Application
Attachment D: Sample Contract Agreement

ATTACHMENT A - PON 1616 PROPOSAL CHECKLIST (MANDATORY)

Proposal Title		Due Date **AUG. 25, 2009 to MAR. 31, 2010**	
Primary Contact (Prime Contractor)		Title	
Company		Phone	Fax
		e-mail	
Federal Tax Identification #/Social Security			
Address	City	State or Province	Zip
Secondary Contact		Title	
Company		Phone	Fax
		e-mail	
Address	City	State or Province	Zip

THE PRIME CONTRACTOR MUST SIGN THIS FORM BELOW and ANSWER THE FOLLOWING QUESTIONS:

Do you accept all Terms & Conditions in the Sample Agreement? (if no, explain on separate pg) __ Yes __ No
(NYSERDA anticipates considering only specifically listed exceptions in negotiations.)

Have you been indicted/convicted for a felony within the past 5 years? (if yes, explain on separate pg) __ Yes __ No

Are you a Minority or Women-Owned Business Enterprise? __ Yes __ No

Does your proposal contain Minority or Women-Owned Business enterprises as subcontractors? __ Yes __ No

Are you submitting the required number of copies? (See proposal instructions.) __ Yes __ No

Is other public funding pending/awarded on this and/or very similar topic (prior and/or competing proposals)? __ Yes __ No
(if yes, explain on separate page)

ON WHAT PAGE IN YOUR PROPOSAL CAN THESE ITEMS BE FOUND?

Section A: General Information	___	Disclosure of Prior Finds of Non-Responsibility	___
Section B: Coolant Heater and Installation Specs	___	NYSERDA Contracts Awarded (if applicable)	___
Manufacturer quote (cost verification)	___	Exceptions to Terms & Conditions (if applicable)	___
Section C: Schedule	___	Indictment/Conviction of Felony (if applicable)	___
Section D: Vehicle Information	___	Prior and/or Competing Proposals (if applicable)	___
		Completed and Signed Contract Pricing Proposal Form(s)	___

AUTHORIZED SIGNATURE & CERTIFICATION

I certify that the above information, and all information submitted in connection with State Finance Law §139-j and §139-k, is complete, true, and accurate, and that the proposal requirements noted have been completed and are enclosed. I affirm that I understand and will comply with NYSERDA's procedures under §139-j(3) and §139-j(6)(b) of the State Finance Law. I understand that this proposal may be disqualified if the solicitation requirements are not met. I the undersigned am authorized to commit my organization to this proposal.

Signature	Name
Title	Organization
Phone	

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

ATTACHMENT B: DISCLOSURE OF PRIOR FINDINGS OF NON-RESPONSIBILITY

(Mandatory)

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

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

If you answered yes, please provide details below.

Government Agency or Authority:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding: (Add additional pages as necessary)

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

By:_____ Date:_____
Signature

Name:_____ Title:_____

ATTACHMENT C: SCHOOL BUS IDLING REDUCTION DEMONSTRATION PROGRAM APPLICATION

INSTRUCTIONS

The following is a set of steps that are recommended to completing a satisfactory application. Remember, applications will be scored based on criteria listed previously in the PON. Consider the criteria when filling out the application.

1. Research coolant heater options and choose which will be requested through this program. See below for manufacturer contact information.

2. Contact distributors with verified technology and obtain quotes.

3. Complete sections A through D of the application, regarding information about the fleet, the coolant heaters to be installed, the schedule of improvements, and the vehicles to be retrofitted.

4. Fill out Application Checklist, labeling where sections of the application can be located and obtain the authorized signature.

5. Review the complete sample agreement.

6. Assemble all required paperwork and send to NYSERDA by the due date for consideration. Each page should state the name of the applicant, the PON number and the page number. the application with a completed and signed Application Checklist attached to the front of each copy, one of which must contain an original signature. Unnecessary attachments will not influence the evaluation of the application.

COOLANT HEATER MANUFACTURER CONTACT INFORMATION

Below is the complete list of manufacturers of NYS Department of Transportation-approved diesel fuel-fired coolant heaters and the manufacturers' contact information.

Company Name	Contact Name	Number	Email
Espar Heater Systems	**Steve Whitehead**	757-880-2230	swhitehead@espar.com
Teleflex Power Systems	**Phil Chatlosh**	512-250-8838	pchatlosh@teleflex.com
Webasto Products North America	**Paul Baczewski**	866-889-0477	paul.baczewski@webasto-us.com

NYSERDA does not endorse any particular manufacturer. Applicants may choose any NYS Department of Transportation-approved coolant heater made by any of these vendors.

APPLICATION

Provide the following information for the school buses that will be retrofitted with the idling reduction technology.

Section A. General Information	
Total number of buses operated	Number of buses to receive eligible equipment
Description of bus storage facility where buses are kept Indoor Outdoor	Do the buses have block heaters or similar heating devices? Yes No
Estimated average idling hours per bus per year	Number of years the fleet commits to keep the buses with installed equipment in service (min. 3 years)

Section B. Coolant Heater and Installation Specifications Attach quote(s) from manufacturer and installer. If using more than one vendor, complete one form for each. If using fleet personnel for installation, provide cost estimates.	
Manufacturer	Model Number
Installation Company	Contact Name
Address 1	E-mail
Address 2	Phone
City, State, Zip	Fax
Quoted price for coolant heater(s) and installation: $	Total Program funds requested (max. reimbursement is $3,400 per bus): $

Section C. Schedule Provide approximate dates for the following objectives.	
Date of issuance of Purchase Orders/Contracts for idling reduction technology	Date:
Installation of emission-reducing technology on vehicles.	Start Date:
	Completion Date:

Section D. Vehicle Information								
Make	**Model Number**	**VIN Number**	**License/ Vehicle Number**	**Model Year of Vehicle**	**Date Placed in Service**	**Engine Manufacturer**	**Model Number**	**Engine Horsepower**
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								

ATTACHMENT D: SAMPLE CONTRACT AGREEMENT

Contract Agreement

NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY
17 Columbia Circle
Albany, New York 12203-6399
Phone: (518) 862-1090 ✶ Fax: (518) 862-1091

Program Authorization Number
Federal taxpayer ID #: 14-1731395
N.Y. State sales tax exemption #: 14720026K

TO: Company Name Street Address City, State Zip Attn: First name, last name – title (the "Contractor" or "Vendor")	DATE **X/X/09**	PURCHASE ORDER NUMBER SHOW ON INVOICES AND SHIPMENTS

SEND INVOICES TO: New York State Energy Research and Development Authority
17 Columbia Circle
Albany, NY 12203-6399
ATTN: Adam Ruder

PLEASE FURNISH THE FOLLOWING, SUBJECT TO THE CONDITIONS NOTED:

DESCRIPTION	TOTAL COST
For the Contractor to perform a school bus idling reduction project, which was awarded under PON 1616. These funds shall be used to retrofit school as defined in Exhibit A. The Contractor will be paid upon completion of all deliverables listed in Exhibit A. Final payment will be calculated as described in PON 1616 and in Exhibit A, attached hereto and made a part hereof. The Contractor shall be paid upon receipt and approval of invoices for deliverables as defined in PON 1616 and subject to the limitations contained in the attachments to this Agreement. Such invoices shall provide documentation of evidence that costs have been incurred and are consistent with the eligible costs listed in Exhibit A. Payment shall be made to the Contractor in accordance with the terms of Exhibit C, Prompt Payment Policy Statement, attached hereto. . **TOTAL COST NOT TO EXCEED**	**$XX,XXX.xx**

THE NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY IS EXEMPT FROM PAYMENT OF ALL FEDERAL AND NEW YORK SALES TAXES, COMPENSATING USE TAXES AND EXCISE TAXES. DO NOT INCLUDE SUCH TAXES WHEN SUBMITTING INVOICES. THE CONTRACT ESTABLISHED BY THIS CONTRACT AGREEMENT IS GOVERNED BY EXHIBIT B, STANDARD TERMS AND CONDITIONS FOR ALL NYSERDA AGREEMENTS, WHICH IS INCORPORATED HEREIN AND MADE A PART HEREOF. CONTRACTOR SIGNIFIES ITS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS CONTRACT AGREEMENT AND EXHIBIT B BY DELIVERY OF THE GOODS OR SERVICES AND BY THE ACCEPTANCE OF PAYMENT.

NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY

By: _____ Date: _____
AUTHORIZED SIGNATURE

Exhibit A
Statement of Work (SOW)

To be developed

EXHIBIT B

STANDARD TERMS AND CONDITIONS
FOR ALL NYSERDA AGREEMENTS

(Based on Standard Clauses for New York State Contracts)

The parties to the attached agreement, contract, license, lease, amendment, modification or other agreement of any kind (hereinafter, "the Agreement" or "this Agreement") agree to be bound by the following clauses which are hereby made a part of the Agreement (the word "Contractor" herein refers to any party other than NYSERDA, whether a contractor, licensor, licensee, lessor, lessee or any other party):

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

2. WAGE AND HOURS PROVISIONS. If this is a public work Agreement covered by Article 8 of the Labor Law or a building service Agreement covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

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

4. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds $5,000, the Contractor agrees, as a material condition of the Agreement, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

5. SET-OFF RIGHTS. NYSERDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's option to withhold for the purposes of set-off any moneys

due to the Contractor under this Agreement up to any amounts due and owing to NYSERDA with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to NYSERDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

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

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

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

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

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

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

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

13. ADDITIONAL TERMS AND CONDITIONS. The following terms and conditions shall apply to this Purchase Order:

(a) Release by the Contractor. The acceptance by the Contractor of final payment pursuant to this Purchase Order shall release NYSERDA from all claims and liability that the Contractor, its representatives and assigns might otherwise have relating to this Agreement.

(b) Maintenance of Records. The Contractor shall keep, maintain, and preserve at its principal office throughout the term of the Purchase Order 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 Purchase Order, 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 Contractor in the course of such performance.

(c) Audit. NYSERDA shall have the right from time to time and at all reasonable times during the term of the Purchase Order and such period thereafter to inspect and audit any and all books, accounts and records at the office or offices of the Contractor where they are then being kept, maintained and preserved pursuant to paragraph (b) hereof. Any payment made under the Purchase Order shall be subject to retroactive reduction for amounts included therein which are found by NYSERDA on the basis of any audit of the Contractor by an agency of the United States, State of New York or NYSERDA not to constitute an allowable charge or cost hereunder.

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

(e) Termination. This Purchase Order may be terminated by NYSERDA at any time during the term of this Purchase Order, with or without cause, upon 30 days prior written notice to the Contractor. In such event, compensation shall be paid to the Contractor for allowable costs incurred prior to the effective date of termination.

(f) Independent Contractor. The status of the Contractor under this Purchase Order shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Contractor and its subcontractors, and their respective officers, agents, employees, representatives and servants, shall at all times during the term of this Purchase Order conduct themselves in a manner consistent with such status and by reason of this Purchase Order 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.

(g) Laws of the State of New York. The Contractor shall comply with all of the requirements set forth in this Exhibit B. References to particular laws of the State of New York in this Exhibit B and elsewhere in this Purchase Order, however, are not intended to be exclusive and nothing contained in such Exhibit and Purchase Order shall be deemed to modify the obligations of the Contractor to comply with all legal requirements.

(h) Executory Clause. In accordance with Section 41 of the New York State Finance Law, NYSERDA shall have no liability under this Agreement to the Contractor or to anyone else beyond funds appropriated and available under this Agreement.

EXHIBIT C

PROMPT PAYMENT POLICY STATEMENT

Section 504.1 Purpose and applicability.

(a) The purpose of this Part is to implement section 2880 of the Public Authorities Law by detailing NYSERDA's policy for making payment promptly on amounts properly due and owing by NYSERDA under contracts. This Part constitutes NYSERDA's prompt payment policy statement as required by that section.

(b) This Part generally applies to payments due and owing by NYSERDA to a person or business in the private sector under a contract it has entered into with NYSERDA on or after May 1, 1988. This Part does not apply to payments due and owing:

(1) under the Eminent Domain Procedure Law;

(2) as interest allowed on judgments rendered by a court pursuant to any provision of law except Section 2880 of the Public Authorities Law;

(3) to the Federal government; to any state agency or its instrumentalities; to any duly constituted unit of local government, including but not limited to counties, cities, towns, villages, school districts, special districts or any of their related instrumentalities; to any other public authority or public benefit corporation; or to its employees when acting in, or incidental to, their public employment capacity;

(4) if NYSERDA is exercising a legally authorized set-off against all or part of the payment; or

(5) if other State or Federal law or rule or regulation specifically requires otherwise.

Section 504.2 Definitions. As used in this Part, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

(a) "NYSERDA" means the New York State Energy Research and Development Authority.

(b) "Contract" means an enforceable agreement entered into between NYSERDA and a Contractor.

(c) "Contractor" means any person, partnership, private corporation, or association:

(1) selling materials, equipment or supplies or leasing property or equipment to NYSERDA pursuant to a contract;

(2) constructing, reconstructing, rehabilitating or repairing buildings, highways or other improvements for, or on behalf of, NYSERDA pursuant to a contract; or

(3) rendering or providing services to NYSERDA pursuant to a contract.

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

(e) "Designated payment office" means the Office of NYSERDA's Controller, located at 17 Columbia Circle, Albany, New York 12203-6399.

(f) "Payment" means provision by NYSERDA of funds in an amount sufficient to satisfy a debt properly due and owing to a contractor and payable under all applicable provisions of a contract to which this Part applies and of law, including but not limited to provisions for retained amounts or provisions which may limit NYSERDA's power to pay, such as claims, liens, attachments or judgments against the contractor which have not been properly discharged, waived or released.

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

(h) "Payment due date" means the date by which the date of payment must occur, in accordance with the provisions of Sections 504.3 through 504.5 of this Part, in order for NYSERDA not to be liable for interest pursuant to Section 506.

(i) "Proper invoice" means a written request for a contract payment that is submitted by a Contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating documentation, as NYSERDA may reasonably require, including but not limited to any requirements set forth in the contract; and addressed to NYSERDA's Controller, marked "Attention: Accounts Payable," at the designated payment office.

(1) "Receipt of an invoice" means:

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

(a) the date on which a proper invoice is actually received in the designated payment office during normal business hours; or

(b) the date by which, during normal business hours, NYSERDA has actually received all the purchased goods, property or services covered by a proper invoice previously received in the designated payment office.

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

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

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

Section 504.3 Prompt payment schedule. Except as otherwise provided by law or regulation or in Sections 504.4 and 504.5 of this Part, the date of payment by NYSERDA of an amount properly due and owing under a contract shall be no later than 30 calendar days, excluding legal holidays, after such receipt.

Section 504.4 Payment procedures.

(a) Unless otherwise specified by a contract provision, a proper invoice submitted by the Contractor to the designated payment office shall be required to initiate payment for goods, property or services. As soon as any invoice is received in the designated payment office during normal business hours, such invoice shall be date-stamped. The invoice shall then promptly be reviewed by NYSERDA.

(b) NYSERDA shall notify the Contractor within 15 calendar days after receipt of an invoice of:

(1) any defects in the delivered goods, property or services;

(2) any defects in the invoice; and

(3) suspected improprieties of any kind.

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

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

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

Section 504.5 Exceptions and extension of payment due date. NYSERDA has determined that, notwithstanding the provisions of Sections 504.3 and 504.4 of this Part, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the payment due date:

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

(b) If an inspection or testing period, performance verification, audit or other review or documentation independent of the Contractor is specifically required by the contract or by other State or Federal mandate, whether to be performed by or on behalf of NYSERDA or another entity, or is specifically permitted by the contract or by other State or Federal provision and NYSERDA or other entity with the right to do so elects to have such activity or documentation undertaken, then the payment due date shall be extended by the number of calendar days from the date of receipt of an invoice to the date when any such activity or documentation has been completed, NYSERDA has actually received the results of such activity or documentation conducted by another entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

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

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

Section 504.6 Interest eligibility and computation. If NYSERDA fails to make prompt payment, NYSERDA shall pay interest to a Contractor on the payment when such interest computed as provided herein is equal to or more than ten dollars. Interest shall be computed and accrue at the daily rate in effect on the date of payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e)(1) of the Tax Law. Interest on such a payment shall be computed for the period beginning on the day after the payment due date and ending on the date of payment.

Section 504.7 Sources of funds to pay interest. Any interest payable by NYSERDA pursuant to this Part shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related contract payment.

Section 504.8 Incorporation of prompt payment policy statement into contracts. The provisions of this Part in effect at the time of the creation of a contract shall be incorporated into and made a part of such contract and shall apply to all payments as they become due and owing pursuant to the terms and conditions of such contract, notwithstanding that NYSERDA may subsequently amend this Part by further rulemaking.

Section 504.9 Notice of objection. Unless a different procedure is specifically prescribed in a contract, a Contractor may object to any action taken by NYSERDA pursuant to this Part which prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to NYSERDA. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, 17 Columbia Circle, Albany, New York 12203-6399. The Vice President of NYSERDA, or his or her designee, shall review the objection for purposes of affirming or modifying NYSERDA's action. Within 15 working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the Contractor either that NYSERDA's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed 30 working days.

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

Section 504.11 Court action or other legal processes.

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

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

Section 504.12 Amendments. These regulations may be amended by resolution of NYSERDA, provided that the Chair, upon written notice to the other Members of NYSERDA, may from time to time promulgate nonmaterial amendments of these regulations.