



NYSERDA

ADVANCED BUILDINGS PROGRAM

Program Opportunity Notice (PON) 2606

Summary of Revisions

The following changes have been made to PON 2606: Advanced Buildings Program

- Added Nick Querques as the Designated Contact for Questions regarding the TRL/CRL Calculator and the 3-Year financial projections worksheet
- Replaced Attachment C- Proposal Narrative
- Added Attachment C-1 Statement of Work
- Added Attachment C-2 TRL/CRL Calculator
- Added Attachment C-3 Three-Year Financial Projections Worksheet
- Updated section VII- General Conditions under Contract Award in Solicitation
- Proposers should adhere to the new revisions in submitting a proposal.

Advanced Buildings Program Program Opportunity Notice (PON) 2606 Up to \$25 Million Available Over Six Rounds

Proposals Due Dates:

Round 1: January 22, 2013	Round 2: June 04, 2013	Round 3: December 03, 2013
Round 4: June 04, 2014	Round 5: December 03, 2014	Round 6: September 17, 2015

*Received by 5:00 pm Eastern Time**

All, or none, of the available funds could be awarded in any one round

NYSERDA seeks proposals for development and demonstration activities that advance the energy performance of both new and existing buildings in the residential, multi-family or commercial sector. Technology areas of interest include, but are not limited to: construction materials, strategies and practices; HVAC and lighting technologies, automation technologies enabling load flexibility and smarter background operations; and building integrated renewable energy systems. Energy improvements in buildings can also result from activities that do not involve development of new products or construction methods; improvements can result from new policies, regulations or assessments. NYSERDA also seeks proposals for activities to remove inadvertent barriers that hinder the wider use of promising technologies. Added consideration will be given to technologies and opportunities that in addition to improving the energy and environmental performance, increase building resiliency, recovery, and adaptability to disruptions in the electric grid. The total available funding under six rounds of this solicitation is \$25 million.

Technology Areas of Interest and Funding Level:

Technology Area	Construction Materials, Strategies and Practices	Heating and Cooling	Lighting	Demand Response, Smart Buildings and Demand-Side Resources	Other Technologies or Opportunities
Funding Level	\$5 Million	\$5 Million	\$5 Million	\$5 Million	\$5 Million

The solicitation seeks proposals for: applied research (proof of concept, studies); development activities; and pilot demonstrations. Research proposals submitted to validate/prove a concept must include a task for conducting a business analysis if the concept is found technically promising. The maximum level of funding and minimum preferred cost share (based on the total project cost, not the NYSERDA funding request) required for each project category is as follows:

Project Category	Maximum Award	Total Project Cost Share (Proposer)
Research (Proof of Concept, Studies)	\$100,000	20%
Development	\$500,000	50%
Demonstrations	\$300,000	40%

For development projects in excess of \$300K, proposals are required to be structured with a minimum of two clearly defined phases of not more than \$250K per phase (separate SOW and budgets).

Proposed activities requiring more than the maximum award are required to submit proposals for these additional funds in future rounds of this solicitation. Such proposals may be submitted up to six months before the completion of currently-funded activities.

Technology specific questions and questions on Attachment C-1 should be directed to the following individuals:

Technology Area	Designated Contact	Phone (518) 862-1090 Extension	E-mail
Lighting	Joseph Borowiec	3381	Joseph.Borowiec@nyserda.ny.gov
Heating and Cooling	Michael Genovese	3103	Michael.Genovese@nyserda.ny.gov
Demand Response, Smart Buildings and Demand-Side	Anthony Abate	3522	Anthony.Abate@nyserda.ny.gov
Construction Materials, Strategies and Practices	Robert Carver	3242	Robert.Carver@nyserda.ny.gov
Other Technologies or Opportunities	Robert Carver	3242	Robert.Carver@nyserda.ny.gov

In the event that the Designated Contact above for a given technology area is not available, Joseph Borowiec may be contacted for any technology area (518)862-1090 ext: 3381 (Joseph.Borowiec@nyserda.ny.gov). Contractual questions should be directed to Venice Forbes, (518) 862-1090 ext: 3507 (Venice.Forbes@nyserda.ny.gov). Technical support and questions on Attachment C should be directed to Megan Bulman (518)862-1090 ext: 3541(Megan.Bulman@nyserda.ny.gov). Questions regarding Attachment C-2, the TRL/CRL Calculator, and Attachment C-3, the 3-Year financial projections worksheet, should be directed to Nick Querques (518)862-1090 ext: 3086 (Nicholas.Querques@nyserda.ny.gov). No communication intended to influence this procurement is permitted except by contacting the designated project manager.

Contacting anyone other than the 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.

Proposal Submission: Electronic submission is preferable. NYSERDA will also accept proposals by mail or hand-delivery. If submitting electronically, proposers must submit the proposal in either PDF or MS Word format with a completed and signed Proposal Checklist and Disclosure of Prior Findings of Non-Responsibility, in PDF format. Proposal PDFs should be searchable and should be created by direct conversion from MS Word, or other conversion utility, rather than scanning. For ease of identification, all electronic files must be named using the proposer’s entity name in the title of the document. Proposals may be submitted electronically by following the link for electronic submissions found on this PON 2606 webpage, which is located in the “Current Opportunities” section of NYSERDA’s website (<http://www.nyserda.ny.gov/Funding-Opportunities/Current-Funding-Opportunities.aspx>). Instructions for submitting electronically are located as Attachment H to this PON 2606.

If mailing or hand-delivering, proposers must submit (2) paper copies of their proposal with a completed and signed Proposal Checklist, along with a CD or DVD containing both a PDF or MS Word digital copy of the proposal, following the above guidelines. Mailed or hand-delivered proposals must be clearly labeled and submitted to:

**Roseanne Viscusi, PON 2606
NYS Energy Research and Development Authority
17 Columbia Circle
Albany, NY 12203-6399**

*Late proposals and proposals lacking the appropriate completed and signed Proposal Checklist may be returned. Faxed or e-mailed proposals will not be accepted. See Section IV. Proposal Requirements and Submission for additional information.

*** Prior to planning and preparing a proposal for submission, proposer should check NYSERDA's website regarding changes to the solicitation. If changes are made to this solicitation, notification will be posted on NYSERDA's web site: <http://www.nyserda.ny.gov/Funding-Opportunities.aspx>**

I. INTRODUCTION

This Advanced Building Program solicitation encompasses a broad range of activities that address the technical, economic and market barriers of new or emerging energy-efficient building-related technologies, products and/or services. Preferred activities will support the development of innovative energy-efficient products/technologies and promote integration of high-performance and renewable energy and have broad impact on specific building types or sectors. For example, a renewable system that in addition to collecting energy also replaces a material commonly associated with a building's enclosure. Common examples are photovoltaic shingles or photovoltaic spandrel glass. Mounting a solar collector or wind turbine on a building using only conventional hardware does NOT meet this program's requirement for building integrated. Potential proposers should contact the relevant category contact if they are not certain that their renewable technology meets this program's requirement of building integrated. Additional information on each of the five eligible technology areas is included in following sections of this solicitation document.

Proposals will be evaluated by technology area and scored on the evaluation criteria listed in this solicitation. Proposals will be reviewed by technical evaluation panels (TEPs) comprised of NYSERDA staff and external technical experts. All proposals will be evaluated against the evaluation criteria provided in Section VI.

II. PROJECT CATEGORIES

This solicitation offers three project categories. A proposal can only be submitted to one category. Careful consideration should be given to the category selection, as an inappropriate choice could negatively affect project evaluation. Proposers are encouraged to contact the respective NYSERDA project manager with technical questions to gain a complete understanding of the project categories described below:

Research Category (up to \$100,000 of NYSERDA funding per project with a preferred proposer cost share of 20% or greater.)

- Applied research aimed at early stage development of a new product or technology, policy, business and/or regulatory model.

Development Category (up to \$500,000 of NYSERDA funding per project with a preferred proposer cost share of 50% or greater)

- Development and commercialization of products/services for improving the energy performance of either new or existing buildings in New York State. Technical and economic feasibility of the technology/activity should have been demonstrated prior to submitting to this category. If feasibility has not been demonstrated, the proposer may apply under the Research Category.
- Development activities may include field testing to help improve the product/service or expected performance.
- Development proposals in excess of \$300K must include at least two clearly defined phases (field testing, prototype refinement, full-scale production, etc.) and each phase must include a separate statement of work and budget. Funding may be awarded for multiple phases with funding beyond the first phase conditional upon meeting predefined goals of prior phases.

Demonstration Category (up to \$300,000 of NYSERDA funding per project with a preferred proposer cost share of 40% or greater)

- Demonstrations of new or under-utilized technologies or practices that advance the energy performance of either new or existing buildings in New York State.
- Demonstration proposals should not include technology or product development activities. If technology or product development activities are appropriate, the proposer may propose under the Research or Development category.
- Demonstration proposals should clearly identify how this project will bring the product, technology or practice closer to commercial success and how such demonstration will lead to increased use of the technology or practice in New York State.
- Demonstration proposals should include a detailed plan for disseminating project results to a wide audience.
- It is NYSERDA's preference that the evaluation of the demonstration be conducted by a recognized and independent third-party evaluator (i.e., evaluator has no financial interest in the outcome of the demonstration).
- It is NYSERDA's preference that demonstrations occur at a site(s) that pay into the System Benefit Charge as the available funding for projects at non-SBC sites is limited.

III. PROGRAM REQUIREMENTS

Projects selected for funding must:

- 1) Address an opportunity to increase the energy-efficiency and/or advance the energy performance of new and/or existing buildings in the residential, multi-family, commercial or institutional sector;
- 2) Provide direct and quantifiable energy, environmental, and economic benefits to New York State such as energy savings, demand response, emissions reductions, job creation, product manufacturing and sales, and/or reduced energy costs;
- 3) Include a project budget using the attached Contract Pricing Proposal Form (CPPF) showing total project cost and proposer cost-share. Include a task budget with cost-share breakdown in the Statement of Work;
- 4) Agree to pay recoupment to NYSERDA for commercial sales or licensing revenues of new technologies, services or products developed with NYSERDA funding;
- 5) Demonstrate that the proposer and/or team is qualified to carry out the proposed work;
- 6) Describe what, if any, barriers exist and how the project will overcome them, and lead to increased market penetration/practices;
- 7) Development proposals should focus on near-term commercialization activities (basic research is ineligible), discuss potential benefits for end-users and/or distribution channels, provide a preliminary commercialization and marketing strategy, and discuss potential plans for manufacturing in New York State;
- 8) Demonstration proposals should describe how the demonstration will help overcome market and/or informational barriers to wide spread market acceptance in New York State or commercial success. Demonstration projects must take place within New York State and include a letter of support from the site owner(s)/decision maker(s);
- 9) Provide a letter of support and commitment from all funding sources.
- 10) Demonstrate that the proposal addresses a current opportunity or gap that is not being addressed adequately by current industry practices and/or federal and/or other state research priorities and funding.
- 11) Include an analysis of project costs and benefits to justify allocation of funding.

Other Considerations:

- A proposal may be considered non-responsive if it fails to comply with the requirements of this solicitation.

- Prior to an award being made, proposers may be required to demonstrate one or more of the following: access to financial resources sufficient to perform the proposed work; technical experience and capability; adequate facilities (or the ability to access them); and the ability to qualify for an award under applicable laws and regulations.
- Preference will be given to proposers that provide attractive leverage (cash co-funding, partnerships) opportunities for NYSERDA.

IV. PROPOSAL REQUIREMENTS AND SUBMISSION

Proposers will be required to use the provided form fillable "Program Proposal Narrative" (Solicitation Attachment C) for the: executive summary; problem statement and proposed solution; business/commercialization plan or technology replication; New York State impacts and project benefits; schedule; proposer qualifications and budget.

The Program Proposal Narrative must have all the required questions/sections answered. If a required question is not answered, the proposal could be deemed unresponsive and will be returned.

Proposals should not be submitted in an elaborate format that includes expensive binders or graphics. Double-sided printing with a staple in the upper left corner is the preferred format. Unnecessary appendices beyond those sufficient to present a complete, comprehensive, and effective response will not influence the evaluation of the proposal. Each page of the proposal should state the name of the proposer, the PON number and the page number.

A Complete Proposal consists of:

- Attachment A: Proposal Checklist (one of which must contain an original signature),
- Attachment A-1: Acceptance of Standard Terms and Conditions,
- Attachment B: Disclosure of Prior Findings of Non-responsibility Form,
- Attachment C: Program Proposal Narrative
- Attachment C-1: Statement of Work
- Attachment C-2 TRL/CRL Calculator
- Attachment C-3 Three-Year Financial Projections Worksheet
- Attachment D: Contract Pricing Proposal Form, and
- Attachment E: Solicitation Marketing Questionnaire

The proposer must use the forms provided to submit a proposal. Use of a different proposal format could be deemed unresponsive and will be returned.

Proposal submission:

- Proposers must submit either one (1) electronic version online with the Proposal Submission instructions on page two or two (2) printed copies and one (1) electronic copy of the proposal on a CD or flash drive with a completed and signed Proposal Checklist attached to the front of each copy, one of which must contain an original signature.
- Late proposals and proposals lacking the appropriate completed and signed Proposal Checklist will be returned.
- Faxed or e-mailed proposals will not be accepted.
- Proposals will not be accepted at any other NYSERDA location other than the address below.

Proposals must be clearly labeled and submitted to:
Roseanne Viscusi, PON 2606
NYS Energy Research and Development Authority
17 Columbia Circle, Albany, NY 12203-6399

V. TECHNOLOGY AREAS OF INTEREST

Construction Materials, Strategies and Practices

Background

Construction materials and practices utilized for both new and existing building retrofits are ever-improving with knowledge gained from field work. Continuing to incorporate more robust materials and strategies that promote energy efficiency within this practice is paramount as building markets continue to change and evolve.

Under this technology category of the solicitation, NYSERDA seeks proposals that pursue the development of new discrete construction materials and systems and/or improve upon existing whole building construction strategies and practices. Proposed activities must improve overall building energy efficiency; address robustness in installation, maintenance and reliability; and identify appropriate value propositions for the supply chain and end-user. Components that rely on the platform of other existing technologies are acceptable.

Opportunities

Over 80% of existing buildings in New York State were built before the first oil embargo of 1973. Enabling building energy retrofits of existing building stock represents a significant opportunity to save money, reduce climate impacts and generate or maintain jobs.

Preferred projects will have strong commercialization, market penetration, replication attributes and be accompanied by a Building Science liaison for project direction and lead.

Topics of interests include, but are not limited to, the following:

- Improvements that reduce energy losses from building envelope (fenestration, doors, etc.)
- Strategies that greatly reduce air leakage (reduced CFM 50), increase thermal insulation (R value > 30 wall, R value > 55 roof) and increase installation productivity (i.e. use of Structural Insulated Panels (SIPs), Insulated Concrete Forms (ICFs)).
- All-in one window flanges, flashing systems
- Low leakage air duct transitions and connections
- Building strategies that achieve whole building performance improvements (on par with Passive House Institute US, or high performance other standards) and can be replicated on a broader scale

Projects that DO NOT qualify are “one off” individual buildings that are deemed by a proposer as a candidate for renewal or retrofit, however have no repeatability or replication opportunity, or building science plan to collect data on par with past projects within the advanced buildings project portfolio.

Proposers who have questions regarding eligibility should contact Robert Carver, Robert.Carver@nyserdera.ny.gov, prior to proposal submission

Heating and Cooling

Background

Heating, cooling, ventilation (HVAC), and domestic hot water (DHW) typically account for roughly 50% of commercial and residential buildings' annual energy use. The average residential consumer is spending about \$1k per year when using natural gas and about \$3k per year when using heating oil or propane. Expenditures for non-residential consumers vary based on the type and size of the building, but the energy costs are significant. The NYSERDA heating and cooling program seeks to reduce the energy use and total costs of NYS commercial and residential consumers through the advancement of heating, cooling, ventilation, and domestic hot water systems. Funding is available for R&D efforts associated with fossil-fueled and electric HVAC and DHW systems.

Opportunities

NYS law mandates the use of ultra low sulfur heating oil for #2 oil-fired heating systems. The substantial reduction of sulfur from heating oil eliminates a significant barrier to the adoption of oil-fired, condensing appliances. Oil-fired technology was typically limited to about 87% efficiency and there is now an opportunity to increase this to the mid 90% efficiency levels.

Efforts to develop higher performing buildings are underway, which will reduce, sometimes significantly, the space conditioning loads. This creates the opportunity to combine separate HVAC and DHW equipment into one unit. Condensing and other operating features can enable high efficiency at part load.

Recent discoveries and extraction improvements herald potentially abundant domestic supplies of natural gas. However, there are still several uncertainties regarding the extent of the impact. For example, environmental policies may limit extractable quantities; some areas still lack distribution infrastructure, while other areas are capacity constrained; power generators are expected to convert to natural gas as coal becomes less desirable; and a substantial export market could develop, among other important issues. With this in mind, it is difficult to predict how long and to what extent low natural gas prices will persist. This uncertainty is particularly important, considering the lifespan of some HVAC equipment is 10-20 years. Since a primary mission of NYSERDA is to reduce energy use, efforts toward improving the performance of natural gas systems will remain a priority despite favorable supply outlooks and low fuel prices.

With the leap to oil-fired condensing technologies, traditional fossil-fueled technologies are at the point of maximum performance, i.e. efficiencies in the mid-to-upper 90s. Coupling these systems to a heat pump provides an opportunity to push the coefficient of performance over 1, and maintaining this performance level down to NYS design day temperatures is of interest. Additionally, control and component improvements supporting optimum operation of the heating system are also of interest.

Topics of interest include, but are not limited to the following:

- Cold climate and hybrid heat pumps
- Control strategies to optimize heating system performance
- Condensing oil-fired boilers
- Component improvements
- Integrated systems to deliver heating, cooling, ventilation, and/or hot water
- Investigations of novel fuels
- Alternative thermodynamic cycles for heating, cooling, or hot water
- High performance water heating
- Performance validation of novel HVAC and DHW equipment
- Point source heating and/or cooling systems that eliminate distribution networks
- Dehumidification combined with whole house ventilation for alternative air conditioning methods
- Fuel performance testing of innovative, renewable liquid fuels
- Compressor-less and other alternative air conditioning systems
- Energy and heat recovery ventilation systems

- Any other research effort that advances the performance of HVAC and DHW equipment

Ineligible activities include, but are not limited to:

- Off-site power generation
- Fuel processing
- Biomass systems

Proposers who have questions regarding eligibility should contact Michael Genovese, Michael.Genovese@nyserda.ny.gov, prior to proposal submission.

Lighting

Background

Solid-state lighting (SSL) is revolutionizing the lighting industry. SSL includes light-emitting diodes (LEDs) and organic light-emitting diodes (OLEDs), also known as light-emitting polymers. SSL systems emit light by using semiconductors to convert electricity into light. LEDs are rapidly evolving and have advanced from niche signage, display and indicator applications to general illumination in less than ten years. The potential for improvements in LED lighting intensity, color quality, expected life, lighting maintenance, and controls promise that new performance breakthroughs will be made by those companies that invest resources in SSL research and development.

Opportunities

LED lighting systems require optimization and compatibility over multiple systems and components. LED product designers and manufacturers need to ensure component interactions do not negatively affect system performance. As a result, new LED product development efforts require more resources dedicated to component testing and development and iterative design than conventional lighting systems.

Poorly-designed LED lighting systems have a high probability of suboptimal performance and premature failure, thus the importance of independent testing and demonstrations to provide objective performance information for decision-makers. There are numerous SSL technical, economic and market barriers that the SSL industry faces where collaborative efforts (testing, application standards) can benefit the entire industry.

The 2025 target for the SSL industry that the U.S. DOE set of being 50% more efficient than conventional lighting, longer lasting and cost-competitive with light that resembles the visible spectrum of natural sunlight is fast becoming an achievable benchmark against which success can be measured. (See the S U.. DOE EERE Research and Development Multi-Year Program Plan March 11 (updated May 2011) http://apps1.eere.energy.gov/buildings/publications/pdfs/ssl/ssl_mypp2011_web.pdf.) As the LED's performance improves, the entire lighting industry is benefitted through new design and application opportunities.

NYSERDA has promoted SSL innovations and products, demonstrations and independent evaluations through competitive lighting solicitations over the last 10 years. The solicitations have spawned many successful projects and New York State is becoming an innovation hub for SSL activities and investments

Topics of interest include, but are not limited to, the following:

- SSL lighting concept development,
- LED and OLED new product development (luminaires, drivers/advanced controls, optical efficiency, LED packaging and assembly, and components),
- Demonstrations and evaluation of high-performance SSL products at New York State locations,
- SSL technologies that accelerate integration of renewable energy (PV DC output) and daylighting systems (LED dimming, other control capabilities).

Ineligible technologies:

- Low and high pressure discharge lamp technologies – fluorescent, compact fluorescent, metal halide, sodium, incandescent and tungsten halogen.

Strong proposals will involve a SSL concept, product, or demonstration project that replaces an inefficient light source, in an application that has widespread market potential, and which could lead to significant cost savings over the life of a typical installation (energy, demand and/or maintenance cost savings).

Proposers who have questions regarding eligibility should contact Joseph Borowiec, Joseph.Borowiec@nyserdera.ny.gov, prior to proposal submission.

Demand Response, Smart Buildings and Demand-Side Resources

Background

Buildings that have the capability to automatically optimize and curtail electricity use through innovative smart-controls can reduce ratepayer's utility costs and increase NYS's grid flexibility and sustainability. Smart Buildings exercise more integrated control over building systems (i.e. HVAC) and may provide information on energy use, automate operations, response to grid conditions, integrate on-site generation, renewables and storage, and even aggregate control of small loads and appliances. With opportunities to reduce peak load, respond to price signals and provide demand response (DR), NYS electric customers can lower their costs while helping New York State reduce peak demand, price volatility and emissions and increase grid reliability and integration of renewables.

Opportunities

Medium to large commercial buildings and industrial customers in NYS have access to a variety of energy pricing alternatives, tariffs and demand response programs. This presents them with the opportunity to reduce energy costs and provide value to the grid by optimizing and controlling how their buildings consume energy over the course of a year, a summer, a day, and even an hour. Demand response and peak load reductions are especially valuable in the down-state market (i.e. New York State Independent System Operator Zone J) where delivery and capacity prices are higher and the utility offers demand response programs in addition to programs offered state-wide by the NYISO.

The objective of the Demand Response, Smart Buildings and Demand-Side Resources technology area of the Advanced Buildings Program is to encourage the development and application of technologies and techniques that create value propositions for end-users and expand availability of beneficial resources to the grid. This technology area also encourages innovative sensors, controls or advanced technologies for residential and commercial buildings that enhance energy management.

Topics of interest include, but are not limited to, the following:

1. Innovative technologies that allow buildings to be more load flexible

- a. Commercial HVAC system equipment and operation
- b. Building pre-cooling and other temperature management techniques
- c. Residential/multifamily building loads
- d. Control and aggregation of small or dispersed loads, (i.e. unitary HVAC, appliances, window AC's, office lighting, etc.)
- e. On-site thermal or electrical energy storage
- f. Customer microgrids that co-optimize load and distributed generation

2. 'Fast acting' or dispatchable demand response

- a. Real-time, dispatchable and fast-acting demand response with telemetry for wholesale ancillary services or real-time energy
- b. Integration of demand response for distribution utility operations and targeted reliability/contingency management

- 3. Communications and interoperability standards for price and demand response**
 - a. Standards-based machine-to-machine protocols for Smart Buildings / Smart Grid interoperability
 - b. Application of OpenADR in NYS's market structure and demand response programs
 - c. OpenADR client development and integration of compliant systems and hardware
 - d. Innovative distribution and use of price signals in building operation
 - e. Innovative communication with loads and demand-side resources (i.e. wireless, Internet, etc.)

- 4. Innovative building controls and analysis methods for optimizing load shape and energy use**
 - a. Use of building energy information, data, modeling, advanced analytics, optimization techniques, machine learning algorithms, dashboards, etc. for optimization
 - b. Novel use of buildings management systems for energy optimization, load management, cost minimization, automated DR, etc.
 - c. Model based approaches to HVAC and building temperature control
 - d. Low cost controls and integration for automated load control and demand response
 - e. Building controls in conjunction with energy storage systems or distributed generation
 - f. Cloud-based controls or load management services
 - g. Low cost meter data acquisition and integration or use of utility supplied meter data

- 5. Innovative buildings system sensors and applications**
 - a. Advanced buildings system sensors for remote measurement, monitoring, etc. that may be self-configuring, self-calibrating, self-powered, wireless, having distributed intelligence, etc.
 - b. Novel automated buildings system fault detection and diagnostics, performance monitoring and advanced commissioning
 - c. Novel sensor technologies: volumetric air flow, low-cost power metering, low-cost indoor sensors for air quality assessment, humidity, occupancy, daylight, gas, environmental hazard, etc.

- 6. Innovative dynamic price, demand response and retail electricity bundles**
 - a. Novel retail bundling of energy management services such as retail supply, demand response curtailment services, peak load management, renewables, combined heat and power (CHP), energy performance, information dashboards, etc.
 - b. Management of load on mandatory hourly day-ahead price (MHP) tariffs or other dynamic rate (i.e. indexed rate)
 - c. Use of dynamic rates in residential and multifamily buildings

Proposers, who have questions regarding eligibility, should contact Anthony Abate, Anthony.Abate@nyscrda.ny.gov, prior to proposal submission.

OTHER TECHNOLOGIES OR OPPORTUNITY AREAS

Background

PON 2606 has been structured to group anticipated research activities into major technology areas. While the majority of research activities will fit into one of the four previously described technology areas, some potential proposers may find their technology does not readily fit into one of the groupings.

Energy improvements in buildings can also result from activities that do not involve development of products, services or methods. These include policy or regulatory reform, or assessments of technology, markets or barriers. These activities can be difficult to evaluate side-by-side with discrete product development efforts because they do not always share the same metrics.

Opportunities

The "Other Technologies and Opportunities Areas" category is intended to support (1) building related technology research, development or demonstrations not fitting into other categories, and (2) policy research and assessments whose benefits are often broader, more diffuse than a single product.

All submissions received in this category will be evaluated against one another with a single ranking of activities being produced.

Examples of eligible technology development activities:

- Within building electronic informational displays
- Furnishing made with environmentally preferable performance/processes

Examples of eligible policy, regulatory, and technology assessment activities:

- Evaluation of new business models for delivering energy efficient technologies
- Engineering studies to address New York building code concerns for a class of energy efficient products
- Assessment of benefits and costs for increased use of direct current power in buildings with onsite generation

Proposals dealing with the following subject technologies or efforts are ineligible for this category: development of combined heat and power technologies, Data Center energy efficiency, market awareness for underused technologies, work force training, tools intended to aid the administration of energy-efficiency, renewable energy, or other similar programs, and engineering design studies for a technology at a specific building.

Proposers who have questions regarding eligibility should contact Robert Carver, Robert.Carver@nysesda.ny.gov, prior to proposal submission.

VI. Proposal Evaluation

Proposals that meet Proposal Requirements will be reviewed by a program area specific Technical Evaluation Panel (TEP) using the Evaluation Criteria identified below. After the proposals are reviewed, NYSERDA will issue a letter to each proposer indicating the proposal evaluation results. Proposers receiving favorable evaluations will be invited to enter into contract negotiations with NYSERDA. The proposer may also be asked to address specific questions or recommendations of the TEP before contract award.

EVALUATION CRITERIA:

Problem and Proposed Solution (All Categories) :

- Does the proposal address an eligible technology?
- How significant is the problem or opportunity to New York State?
- How well does the proposed solution address the problem or opportunity?
- Is the proposed work technically feasible, innovative, and superior to alternatives? How appropriate are the cost, technical, and performance goals for the proposed technology or product?
- Does the proposer exhibit an understanding of the fundamental scientific principles applicable to the technology?
- Does the proposer exhibit understanding of the state-of-the-art for the immediate and alternative technology?
- If the proposed work is a follow-on project to a previously co-funded NYSERDA project, what was the contract number and outcome of the earlier phase?
- Is the proposed project addressing a problem or opportunity that is not being addressed adequately by others (industry, government research programs)?

Additional Considerations for Demonstration Projects –

- Is the proposed demonstration of a new or emerging technology?
- Does the project have a strong letter of support from a New York State site?
- Is the performance monitoring and data analysis plan adequate?

New York State Impact and Project Benefits (All Categories)

- What are the expected economic benefits in New York State in the form of commercial sales, job creation, and other factors that support economic growth?
- Does the proposed activity increase the resiliency, recovery, and adaptation of buildings to multiple days of electricity disruption in the event of an electric grid failure?
- Does the proposal include a New York State demonstration site that pays into the System Benefits Charge?
- How well has the proposal quantified the potential benefits to New York State?
- How likely is it that the projected benefits will be realized?
- How significant are the proposed project benefits (energy, efficiency, environmental and economic) benefits in New York State?
- Will the proposed project lead to subsequent commercial activity in New York State?

Statement of Work and Schedule (All Categories)

- How realistic are the technical and performance goals for the proposed project?
- Can the proposed technical and performance goals be measured and verified?
- Is the work proposed in the Statement of Work sound and likely to achieve the technical and performance goals?
- Does the Statement of Work include a task to evaluate the economic costs and benefits of the technology?
- Is the Statement of Work well organized, complete, and appropriate for the goals identified?
- How realistic is the schedule for achieving the goals of the proposed project?
- Is the proposed level of effort and cost reasonable to complete the proposed project?
- Are the proposed milestones reasonable?

Additional Considerations for Demonstration Projects

- Are the data acquisition, monitoring, reporting and evaluation plans reasonable and adequate?
- If monitoring baseline performance is necessary to document system benefits, does the Statement of Work include a provision to adequately gather baseline data?

Proposer Qualifications (All Categories)

- Has the proposer provided evidence of being qualified to perform the proposed work based on the qualifications of the organization(s) and the involved individual(s)?
- Were resumes of key individuals included in the proposal?
- Does the proposer/team have the necessary technical and business background and experience?
- Does the team include a New York State business and/or plan for creating new jobs in New York State?
- Has the proposer provided evidence of good past performance on other relevant projects?
- Does the proposal include a management plan for coordinating the team members?
- Are staff allocations and responsibilities reasonable?

Project Cost and Value (All Categories)

- Is the overall project cost justified and reasonable based on the level of effort proposed and the expected outcome and benefits?
- How significant is the potential market opportunity relative to the project cost?
- How appropriate are the proposer's co-funding contributions (sources and amounts) with respect to the degree of risk, potential to benefit from the work, and financial status of the organization?
- How firm are the commitments and support from project partners, co-funders, and related business and other organizations?
- Are the overhead rates reasonable and supported with appropriate documentation?
- Are equipment, facility, material, and travel costs based on reasonable estimates?
- Are the labor rates reflective of the industry?

Technology Transfer / Repeatability (All Categories)

- Does the proposed technology have wide-scale market potential in New York State?
- Does the proposed project include an effective strategy for leading to large-scale market acceptance of the technology in New York?
- Does the proposed technology address a need in the market place?

Business/Commercialization Plan and Market Adoption (Development Category Only) -

- Is the proposed product or concept likely to be successful?
- Are there sufficient markets or needs for the concept/technology?
- Does the proposed project address market needs?
- Are the business and commercialization (or replication) plans appropriate for the type of project and stage of development?
- How significant are the barriers to market entry?
- Does the proposer demonstrate a clear understanding of the steps required to overcome these barriers?
- How well does the proposer understand his/her market; has the market been identified and characterized?
- Does the proposal identify competing and alternate solutions, and clearly demonstrate that the proposed product or concept is superior to, price competitive with, or provides value compared to alternative products or solutions?
- If follow-on financial resources are necessary, what is the likelihood that the proposer will be able to raise necessary financial resources?

Programmatic Considerations – Proposals will be reviewed to determine if they reflect NYSERDA’s overall objectives, including: risk/reward relationships, similar ongoing or completed projects, and the general distribution of projects among categories, technologies, industries and other organizations, and geographically within New York State.

VII. 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 accept it from disclosure, including a written statement of the reasons why the information should be excepted. See Public Officers Law, Section 89(5) and the procedures set forth in 21 NYCRR Part 501 <http://nyserda.ny.gov/~media/Files/About/Contact/NYSERDARegulations.ashx>. However, NYSERDA cannot guarantee the confidentiality of any information submitted.

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

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

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

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

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

State Finance Law sections 139-j and 139-k - NYSERDA is required to comply with State Finance Law sections 139-j and 139-k. These provisions contain procurement lobbying requirements which can be found at <http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html>

The attached Proposal Checklist calls for a signature certifying that the proposer will comply with State Finance Law sections 139-j and 139-k and the Disclosure of Prior Findings of Non-responsibility form includes a disclosure statement regarding whether the proposer has been found non-responsible under section 139-j of the State Finance Law within the previous four years.

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

Contract Award- NYSERDA anticipates making multiple awards under this solicitation. It may award a contract based on initial applications without discussion, or following limited discussion or negotiations pertaining to the Statement of Work. 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 proposals. NYSERDA, at its sole discretion, will decide whether to contract successful projects using time and material or milestone payment terms. NYSERDA may decline to contract with awardees who are delinquent with respect to any obligation under any previous or active NYSERDA agreement.

Expected timetable for Award- After the Solicitation due date, the proposals go through an internal review process. The process from due date to contract agreement may take up to six months. Duration varies based on number of proposals received under this solicitation, initial clarity of statement of work proposed, complexity of contract, and responsiveness of awardee to requests from NYSERDA.

Contractor can expect the following sequence of events:

Proposal Review and Award-Proposals are reviewed by a team comprised of industry experts and NYSERDA staff. NYSERDA expects to notify proposers in approximately 10 weeks from the proposal due date whether your proposal has been selected to receive an award.

Contract Negotiation-Subsequent to receipt of an award letter, NYSERDA will work with the Technical Contact to reach agreement on a Statement of Work, Budget and Schedule, (collectively Exhibit A of the Contract).

Concurrently, NYSERDA will work with the Primary Contact to reach mutually acceptable Terms and Conditions (NYSERDA's standard contract terms and conditions are provided as an attachment to the Solicitation). NYSERDA may or may not accept any requested exceptions; NYSERDA reserves the right to limit any negotiations to exceptions to standard terms and conditions in the Sample Agreement to those specifically identified in the submitted proposal.

Contract Execution- Contract executed by Contractor and NYSERDA.

Recoupment - For any new product development effort, research and/or development receiving total NYSERDA funding over \$100,000, NYSERDA will require a royalty based on sales of the new product developed. NYSERDA's standard royalty terms are 1.5% of sales for products produced in New York State (for a period of fifteen years or until the Contractor pays NYSERDA an amount equal to the amount of funds paid by NYSERDA to the Contractor, whichever comes first) and 5% of sales for products produced outside of New York State (for a period of fifteen years or until the Contractor pays NYSERDA an amount equal to three times the amount of funds paid by NYSERDA to the Contractor, whichever comes first). The complete recoupment terms can be found in Article VIII of the Sample Agreement located in Attachment F.

Annual Metrics Reports - On an annual basis, the Contractor shall submit, to NYSERDA's Project Manager, a prepared analysis and summary of metrics addressing the anticipated energy, environmental and economic benefits that are realized by the project. All estimates shall reference credible sources and estimating procedures, and all assumptions shall be documented. Reporting shall commence the first calendar year after the contract was executed. Reports shall be submitted by January 31st for the previous calendar years activities (i.e. reporting period). Please see Attachment F: Sample Metrics Reporting Guides for the metrics that you will be expected to provide and the reporting duration. **NYSERDA may decline to contract with awardees who are delinquent with respect to metrics reporting for any previous or active NYSERDA agreement.**

Limitation - This solicitation does not commit NYSERDA to award a contract, pay any costs incurred in preparing a proposal, or to procure or contract for services or supplies. NYSERDA reserves the right to accept or reject any or all proposals received, to negotiate with all qualified sources, or to cancel in part or in its entirety the solicitation when it is in NYSERDA's best interest. NYSERDA reserves the right to reject proposals based on the nature and number of any exceptions taken to the standard terms and conditions of the Sample Agreement.

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.

Attachments

Attachment A: Proposal Checklist

Attachment A-1: Acceptance of Standard Terms and Conditions

Attachment B: Disclosure of Prior Findings of Non-responsibility Form

Attachment C: Program Proposal Narrative

- Attachment C-1: Statement of Work
- Attachment C-2 TRL/CRL Calculator
- Attachment C-3 Three-Year Financial Projections Worksheet

Attachment D: Contract Pricing Proposal Form

Attachment E: Solicitation Marketing Questionnaire

Attachment F: Sample Agreement (Not included in proposal submission)

Attachment G: Sample Metrics Reporting Guides (Not included in proposal submission)

Attachment H: Electronic Submission Instructions



ATTACHMENT A - PON No. 2606 PROPOSAL CHECKLIST (MANDATORY)

Proposal Title		Due Date	
Primary Contact (Contractual/ Legal Authority)		Title	
Company		Phone	Fax
		e-mail	
<input type="checkbox"/> By checking this box I certify that the TIN number submitted is not a social security number. If your tax id number is your social security number please leave information blank and contact NYSERDA.		Federal Tax Identification Number:	
Address	City	State or Province	Zip
Secondary Contact (Principal Investigator)		Title	
Company		Phone	Fax
		e-mail	
Address	City	State or Province	Zip
<p>THE PRIME CONTRACTOR MUST <u>SIGN THIS FORM BELOW</u> and ANSWER THE FOLLOWING QUESTIONS:</p> <p>Do you accept all Terms & Conditions in the Sample Agreement? (If no, explain on separate page) ___ Yes ___ No (NYSERDA may or may not accept any of the listed exceptions; NYSERDA reserves the right to limit any negotiations to exceptions specifically identified herein.)</p> <p>Have you been indicted/convicted for a felony within the past 5 years? (if yes, explain on separate pg) ___ Yes ___ No</p> <p>Are you a Minority or Women-Owned Business Enterprise? ___ Yes ___ No</p> <p>Does your proposal contain Minority or Women-Owned Business enterprises as subcontractors? ___ Yes ___ No</p> <p>Are you submitting the required number of copies? (See proposal instructions.) ___ Yes ___ No</p> <p>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)</p> <p>Have you ever contracted with NYSERDA before? (if yes, provide contract numbers and project titles) ___Yes ___No</p> <p>Do you pay into the System Benefits Charge (SBC) fund as noted on your electricity bill? ___Yes ___No</p>			
Technology Category (please check one)		Project Category (please check one)	
A. Lighting ___		A. Research (Proof of Concept, Studies) ___	
B. Heating and Cooling ___		B. Development ___	
C. Construction Material, Strategies, and Practices ___		C. Demonstration ___	
D. Demand response, smart buildings and demand-side resources ___			
E. Policy and Other Technology Areas ___			
COST SHARE TOTALS			
Proposer \$ _____ NYSERDA \$ _____ Others \$ _____ Total \$ _____			
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			

**Attachment A-1
Acceptance of Standard Terms and Conditions**

(Mandatory)

This is to verify, as the Authorized Signatory, I have read and reviewed the Standard Terms and Conditions set forth by NYSERDA under Attachment F: Sample Agreement. I accept all of the Terms and Conditions except for those listed below. Furthermore, I acknowledge that NYSERDA may or may not accept any or all of the listed exceptions, and that if they are not listed here, ANY exceptions submitted after the due date will NOT be accepted.

Authorized Signatory

Date

NYSERDA will only negotiate exceptions to the Standard Terms and Conditions that are presented at the time of proposal. For awarded proposers who do not have any exceptions to the Standard Terms and Conditions, priority will be given during the contracting process.

Exceptions: (List individually)

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

Name of Individual or Entity seeking to enter the procurement contract:		
Address:		
Date:		
Solicitation or Agreement Number:		
Name and Title of Person Submitting this Form:		
Has any Governmental Entity made a finding of non-responsibility regarding the Individual or Entity seeking to enter the Procurement Contract in the last four years? (Please indicate with an "X")		Yes
		No
Was the basis for the finding of non-responsibility 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: _____

NYSERDA PON 2606

Advanced Buildings Program

Form Fillable Proposal Form for: (select one)

Technology Area: [Click here for Technology Area Options](#)

Proposal Category: [Click here for Proposal Category Options](#)

DESCRIPTIVE TITLE OF YOUR PROPOSAL

Solicitation Round Choose a round

Date of Submission: [Click here to enter a date](#)

Submitted [with required attachments](#) to:

New York State Energy Research & Development Authority

17 Columbia Circle

Albany, NY 12203

Attn: Roseanne Viscusi

Submitted By:

COMPANY NAME

Company Technical Contact Person

Technical Contact Phone #

Technical Contact E-mail

NYSERDA PON 2606
Enter Company Name

The instructions below are intended to guide the proposer through the submission, addressing pertinent information for a successful submission. The format provided allows for the evaluation of the relevance and importance of the problem targeted and the probability that the project will meet its technical objectives and solve the stated problem. Provide concise, clear, detailed, and direct responses to assist in the review of the proposal.

EXECUTIVE SUMMARY

Provide a non-proprietary summary of your proposal including:

1. **Background** (including the problem or opportunity you are addressing, and a summary of your solution) (Do not exceed 250 words)

[Click here to enter text](#)

2. **Description** (a summary of the goals of the project and the work you propose to do to achieve them) (Do not exceed 250 words)

[Click here to enter text](#)

3. **Team** (proposing team members) (Do not exceed 250 words)

[Click here to enter text](#)

4. **Benefits** (potential greenhouse gas, energy, environmental, and economic benefits to New York State (NYS).) (Do not exceed 250 words)

[Click here to enter text](#)

PROBLEM STATEMENT & PROPOSED SOLUTION

- A. **What is the problem and who is the customer?** Describe the problem or opportunity, and its significance to NYS. Describe the customers for your product in as specific terms as possible. Describe in detail, your interactions with these customers so far. Describe your understanding of your customers' pain, problem, or need that your product will solve and indicate whether or how you validated this 'pain' or need. [Do not exceed 600 words]

[Click here to enter text](#)

NYSERDA PON 2606
Enter Company Name

- B. **What is your solution?** Describe your proposed solution (*i.e.* the product to be developed and the technology behind it) and how it addresses the problem or opportunity. Describe the solution in sufficient detail to support performance, cost, other claims, and include any innovative characteristics inherent to the solution/product/concept. [Do not exceed 800 words]

[Click here to enter text, images, graphs, tables, etc](#)

C. **How well does your solution solve the customer's problem?**

- a. Describe how your solution helps New Yorkers solve their energy problems. Describe your customer's motivation to purchase/use your solution (*i.e.* the value proposition to the customer). [Do not exceed 200 words]

[Click here to enter text](#)

- b. Describe alternative solutions or technologies to your proposed solution, and describe your solution's market superiority in terms of advantages/disadvantages over these competitors. When you do this, consider similar solutions or products, solutions that can be substituted, alternative methods of solving the problem, and the "do nothing" option. [Do not exceed 200 words]

[Click here to enter text](#)

- c. If similar ideas or technologies have failed to become commercially successful, explain why your solution is likely to be more successful. [Do not exceed 200 words]

[Click here to enter text](#)

STATE OF RESEARCH AND TECHNOLOGY TARGETS

- D. **Technology and Commercial Readiness Level (TRL/CRL):** Complete your Technology and Commercial Readiness Level analysis by going to the following link and completing the form. Once complete please submit and save a copy of the PDF to include as an attachment to this submission, and indicate the resultant TRL and CRL values below.

[TRL/CRL CALCULATOR](#)

NYSERDA PON 2606
Enter Company Name



- a. Based on the worksheet from the link above, indicate the technology's current TRL:
 - b. Based on the worksheet from the link above, indicate the technology's expected TRL at the end of the project:
 - c. Based on the worksheet from the link above, indicate the technology's current CRL:
 - d. Based on the worksheet from the link above, indicate the technology's expected CRL at the end of the project:
 - e. Your TRL/CRL calculator worksheet should be attached. Is it?
- E. Describe the **current state of research** and development of the technology as it relates to your proposal and how your proposal will enable follow-on from this existing research knowledge. Include test data and other information that supports the technology's current performance, cost, and other claims (include any graphics, images, or data needed for support). Indicate whether the data, performance, cost and other claims have been independently tested/validated. [Do not exceed 600 words]

[Click here to enter text, images, graphs, tables, etc](#)

- F. **Provide the estimated goals (technical, performance, and cost) of the proposed solution:** 1) at the end of this project (or at the prototype stage if there will be no prototype by project conclusion) and 2) when fully commercialized. Provide support for your estimates. Note that end-of-project goals should match those in your Statement of Work. [Do not exceed 400 words]

[Click here to enter text](#)

- G. **Intellectual Property:** Describe any relevant intellectual property or patents involved in your proposed solution. If appropriate, address patents (pending, filed or granted), patent searches performed, freedom to operate, ownership of the IP, reliance on other IP or agreements, the status of licensing your technology to others or your need to license others' technology, etc. If your solution would require access to platform IP or an enabling technology in the private domain, describe your plans for securing access. (Do not exceed 300 words)

[Click here to enter text](#)

NYSERDA PON 2606

COMMERCIALIZATION POTENTIAL OF PROPOSED PRODUCT

H. Past and Future Efforts:

- a. Indicate how much time and funding have been spent to bring the concept to the current state of development. Indicate the amount and source of funding to bring this technology to its current state of development (e.g. self-funded, investor, funded, any previous NYSERDA, federally-funded efforts, etc.) Also, indicate when significant milestones were achieved. [Do not exceed 300 words]

[Click here to enter text, images, graphs, tables, etc](#)

- b. Indicate how much time and funding will be needed to bring the product/concept to commercialization or implementation **after completion of the proposed project**. Indicate anticipated sources of funding (i.e. private capital, federal funding, other research organizations, etc.) and indicate when you expect to achieve significant milestones. You are encouraged to provide this information using a multi-year timeline graphic, starting at project commencement and going through product commercialization. [Do not exceed 300 words]

[Click here to enter text, images, graphs, tables, etc](#)

I. Marketing and Sales:

- a. Identify target markets and their relative characteristics, including: size, competition, regulatory constraints, and technological trends. (A bottom-up market description of your specific target markets is preferred, where you demonstrate an understanding of who your customers are and their needs, as opposed to a 'generic' top-down approach.) [Do not exceed 350 words]

[Click here to enter text](#)

- b. Describe your proposed marketing strategies and why they will be successful. Describe how you will reach, engage, and distribute to your targeted market. Provide realistic sales estimates. Describe market entry barriers you will encounter and how you will overcome them. [Do not exceed 350 words]

[Click here to enter text](#)

- c. Does the success of the proposed activity rely on a specific environment to achieve scale and function (i.e. it requires a certain brand of equipment or a particular setting or location)? [Do not exceed 350 words]

[Click here to enter text](#)

- d. Describe any partnerships and/or licensing agreements you have secured or will need to secure to undertake the project work that you propose. Describe the relationships and critical partnerships that will be required for the deployment and commercial success of your innovation or product. [Do not exceed 350 words]

[Click here to enter text](#)

- J. **Finance (Product Development Projects Only):** Provide a three-year, (sample below) high level financial forecast for the product starting in the first year that the product is commercially available. Include revenue costs, and profits. Identify potential funding sources and methods to acquire this funding. Identify any potential strategic partners capable of reducing your costs by providing access to marketing/distribution channels, manufacturing facilities, or other assets.

To complete the analysis, please go to the following link and complete the form. Once complete please submit and save a copy of the PDF to include as an attachment to this submission

[3 year high level financial forecast](#)

Your Financial Forecast should be attached. Is it?

- K. **Manufacturing Plan:** Discuss your product manufacturing plan, describing whether one of the team members will manufacture the product, or will there be a manufacturing partner, or license sold for the technology or yet another strategy you have in mind. If you plan on manufacturing the product, describe your plans for initiating setup, expanding existing facilities and discuss any key issues required to address (i.e. any specialized equipment, strategic alliances, long lead time buying decisions, cost/volume issues, and plans for any service support functions to enhance the production). If you plan on licensing the technology, describe your licensing strategy, including your strategy to find licensing partners. [Do not exceed 500 words]

[Click here to enter text](#)

NYSERDA PON 2606

DEMONSTRATION

THIS SECTION SHOULD BE FILLED IN FOR DEMONSTRATION PROJECTS ONLY

DEMONSTRATION SITE AND SYSTEM

- A. Demonstration Site:** Provide the following information about the demonstration site(s) that will host the technology: site contact, physical address, facility type and application, facility size, primary use, electric utility territory, tariff class, annual electricity usage, and if applicable - peak electric demand, annual fossil fuel usage, annual fossil fuel expenses, recent energy-efficiency upgrades, and whether the site(s) pays into the System Benefit Charge (SBC). Include a discussion explaining why the demonstration site is a good candidate for the technology to be demonstrated. [Do not exceed 600 words]

[Click here to enter text, images, graphs, tables, etc](#)

- B. Letter of Commitment:** Have you secured a commitment of interest from the proposed demonstration site(s) decision makers? If so, include a letter of interest for each site as an attachment. If not, describe the plan for identifying and securing commitments. [Do not exceed 600 words]

[Click here to enter text](#)

Your letter of site commitment should be attached. Is it?

- C. System Description:** Describe the specific system(s) that will be demonstrated. Include components, key specifications, a description of the utility interconnection (if applicable), and a description of any site-specific design issues. [Do not exceed 600 words]

[Click here to enter text, images, graphs, tables, etc](#)

- D. Provide the estimated cost and goals (technical, performance, cost, and other goals) of the specific unit that you will be demonstrating.** Describe technical and performance goals for the proposed demonstration project and provide support as to why they are achievable. Provide an economic analysis of the proposed technology, including an estimated cost/benefit ratio. [Do not exceed 600 words]

[Click here to enter text](#)

NYSERDA PON 2606

- E. **Independent evaluation:** Demonstration projects must include an independent evaluation. Identify the independent evaluator who will evaluate the energy performance and customer satisfaction of the proposed installation. Please provide a justification for using the evaluator named to conduct the evaluation. [Do not exceed 600 words]

[Click here to enter text](#)

REPLICATION POTENTIAL OF PROPOSED DEMONSTRATION

- A. **What barrier or challenge does your proposed demonstration project seek to overcome, how will your project overcome this challenge, and why will your approach be successful?** Describe the reason(s) that the technology, product, or concept that you are demonstrating has not had traction in the New York market, or might have difficulty achieving such traction. Describe what new knowledge or insights you expect to gain as a result of this project. Describe how this proposed demonstration project will help to overcome these challenges and facilitate market adoption in New York. Describe the proposed outcome of this project as it relates to changing the market (*i.e.* influential results from the demonstration). [Do not exceed 800 words]

[Click here to enter text](#)

- B. **Replication Potential:** Is the demonstration site(s) representative of other facilities in New York State that could potentially benefit from using this technology? What is the current market penetration New York State? Describe the potential New York market (including market size) for the technology that you expect to open up by overcoming the barriers addressed in this proposal. [Do not exceed 600 words]

[Click here to enter text](#)

- C. **Replication Strategy:** What is your strategy (both during the proposed project and after the project is complete) to promote market acceptance and replication in New York, and to stimulate more New York installations of the demonstrated technology? Identify stakeholders that will be involved in the project and describe how they will be involved. Describe how the results from the demonstration evaluation will be made public to a wider audience. [Do not exceed 600 words]

[Click here to enter text](#)

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Enter Company Name

- D. **Evaluation of Results:** Describe the evaluation plan for validating the observations conducted during this project demonstration, you must include the following in describing the plan:
- Statement of the system commissioning done in first 12 months
 - Adherence to all applicable building, fire, electrical, interconnection codes
 - Describe in detail: the data acquisition system, its sampling schedule, supporting instrumentation, remote monitoring and report generating capabilities, assure the operation of system for a minimum of 18 months
 - Identify who will be responsible for all data collection, operator and maintenance interfacing, tracking system performance
 - How you will track system performance, pre- and post- installation of the proposed technology at the demonstration site
 - Describe your plan to measure and validate this actual cost/benefit ratio during the demonstration

[Do not exceed 600 words]

[Click here to enter text](#)

POLICY RESEARCH

THIS SECTION SHOULD BE FILLED IN FOR POLICY ORIENTED RESEARCH (THIS ONLY APPLIES TO CATEGORY E)

- A. Provide statistics or other data for quantifying how commonly the described energy situation occurs in New York State buildings and how significant the energy impact is for the situation in kW, annual kWh or annual BTUs per installation or per square foot of gross floor area as appropriate. [Do not exceed 300 words]

Click here to enter text, images, graphs, tables, etc

- B. Describe in detail the current or pending circumstance preventing the technology from being used in the described energy situation.

Examples of such circumstance include, but are not limited to, outdated building codes, lack of information to form effective government regulations or policies, and unintended market disincentives. [Do not exceed 300 words]

Click here to enter text, images, graphs, tables, etc

- C. Describe the strategies for removing barriers that prevent or limit wider use of the proposed technology. [Do not exceed 300 words]

Click here to enter text, images, graphs, tables, etc

- D. Describe the technology transfer strategies that would be performed to educate relevant individuals that the proposed technology's barriers have been removed. [Do not exceed 300 words]

Click here to enter text, images, graphs, tables, etc

NYSERDA PON 2606
Enter Company Name

STATEMENT OF WORK & SCHEDULE

- E. **Statement of Work:** The Statement of Work (SOW) is the primary contractual document that outlines work activities and quantifies deliverables. Complete the Statement of Work Format in [Attachment C-1](#) and include it in your proposal.

Your Statement of Work should be attached. Is it?

- F. **Schedule:** Provide an overall schedule of the project and timing of major tasks and deliverables. Note that project tasks in the schedule should match the project tasks in the Statement of Work. The schedule should be in a bar chart starting with "Month 1", "Month 2", etc.

[Click here to enter text, graphs, tables, etc](#)

BUDGET

- G. Complete the [Contract Pricing Proposal Form \(CPPF\) - Attachment D](#). Indicate requested NYSERDA funding in the column labeled "Funding & Co-funding via NYSERDA." Include non-NYSERDA cash and in-kind contributions in the column labeled "Cost-sharing and Other Co-funding." Phased projects should include a CPPF for each phase, as well as one for the total project.

Proposers should also include a CPPF for each sub-contractor that comprises greater than 20% of the total budget.

Your Cost Pricing Proposal Form should be attached. Is it?

- H. **Cost Sharing: Please complete the table, being sure to follow the requirements listed below:**

- The proposal should meet the minimum (preferred) proposer cost share for each project category: Research – 20%, Development – 50%, and Demonstrations – 40%. Cost sharing can be from the proposer, other team members, and other government or private sources. Contributions of direct labor (for which the laborer is paid as an employee) and purchased materials may be considered "cash" contributions. Unpaid labor, indirect labor, or other general overhead may be considered "in-kind" contributions.
- The proposal should show the non-NYSERDA funding relative to cost share described directly above in BUDGET section. Contributions of direct labor (for which the laborer is paid as an employee) and purchased materials may be considered "cash" contributions. Unpaid labor, indirect labor, or other general overhead may be considered "in-kind" contributions.

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- NYSERDA will not fund efforts that have already been undertaken. The proposing team cannot claim as cost-share any expenses that have already been incurred.

Source	Cash	In-kind contribution	Total
NYSERDA	\$		\$
Proposer	\$	\$	\$
Add additional cost-share source	\$	\$	\$
Add additional cost-share source	\$	\$	\$
Add additional cost-share source	\$	\$	\$
Total	\$	\$	\$

- [Make sure that this table agrees with your Contract Pricing Proposal Form \(CPPF\).](#)

If you include indirect costs in your budget, you **MUST** attach supporting documentation to support indirect cost (overhead) rate in your proposal as follows:

1. Describe the basis for the rates proposed (*i.e.*, based on prior period actual results, based on projections, based on federal government or other independently approved rates).
2. If rate(s) is/are approved by an independent organization, such as the federal government; provide a copy of such approval.

NYSERDA reserves the right to audit indirect rates presented in the proposal and adjust for differences. Requests for financial statements or other financial information may be made if deemed necessary.

Product developers may be required to repay NYSERDA through a royalty agreement (see section 8.03 of sample agreement).

The basis for your indirect costs should be attached. Is it?

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PROPOSER QUALIFICATIONS

In this section, you will be describing your team, organization's strengths, key individuals and past performances

- I. **Proposing Organization(s), Organizational Chart, and Location of Personnel:** Briefly describe your organization and the section/department/group proposing to carry out the work. Include date founded, the total number of employees, product portfolio, any previous examples of successful product commercialization, and geographic location. Include any sub-contractors and other sponsors with significant involvement. **Note that** if any sub-contractor not named in the proposal is to be paid in excess of \$50,000, a competitive bid must follow. (Sample agreement will exemplify.) [Do not exceed 500 words]

[Click here to enter text, graphs, tables, etc](#)

- J. **Qualifications of Key Individuals:** Identify key individuals that will be involved in the project and its success. Provide one- to two-paragraph summaries of relevant technical and business expertise of these individuals and provide their physical location. Submit resumes (as appendices) of all key project team members. [Do not exceed 500 words]

[Click here to enter text](#)

Resumes of key individuals should be attached. Are they?

- K. **Prior NYSERDA Experience:** List NYSERDA contracts awarded, if any, in the past five years. [Do not exceed 300 words]

[Click here to enter text](#)

LETTERS OF SUPPORT

If other organizations or businesses are doing some of the work, providing services or equipment, or share in the non-NYSERDA cost, include a signed letter on that organization's letterhead describing their commitment and cash/in-kind dollar commitment. Include letters of interest from potential customers for the product to be developed and/or to support claims made in your proposal.

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ATTACHMENTS

Please check the box to indicate which additional, attachments are included in your proposal submission. Appendices should be limited to documents directly supporting the narrative such as resumes, letters of support, calculations, business literature, and detailed schedules.

- [TRL/CRL Calculator](#) (required)
- [3 year high level financial forecast](#) (required)
- [Statement of Work](#) (required)
- [Contract Pricing Proposal Form \(CPPF\) - Attachment D](#) (note: instructions on how to fill out CPPF are here: [CPPF instructions](#))
- Indirect Cost Rate Support
- Letters of Support
- Letters of Site Commitment
- Resumes
- References

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Enter Company Name

EXHIBIT A STATEMENT OF WORK

Project Title

Contractor

Project Number _____

BACKGROUND/OBJECTIVES

(PROVIDE A BRIEF DESCRIPTION OF THE PROJECT. THIS SHOULD BE NO MORE THAN A TWO PARAGRAPH DESCRIPTION THAT PROVIDES A BACKGROUND OF THE PROBLEM, AS WELL AS HOW THE CONTRACTOR INTENDS TO SOLVE THE PROBLEM. KEEP IN MIND THAT THE CONTRACT SHOULD "STAND ON ITS OWN", I.E. ANYONE SHOULD BE ABLE TO PICK IT UP AND FIGURE OUT WHAT IS GOING ON.)

DEFINITIONS

(Define any acronyms or uncommon words/phrases/technical terms to be used in the SOW)

The Contractor is defined as:

Company Name

PI Name

Street Address

City, State Zip code

Email/Phone/Fax

The Project Site(s) is/are defined as:

Site Name

Site Street Address

City, State Zip code

Subcontractor(s) is/are defined as:

Subcontractor name

Subcontractor street address

City, State Zip code

TASK 0 - PROJECT MANAGEMENT AND PROGRESS REPORTING

Responsibility

Regardless of subcontracting arrangements, the Contractor shall be responsible for the timely completion of all the tasks in the Statement of Work per the schedule included herein. The Contractor shall provide all project management activities necessary for the performance of this Statement of Work, as per attached *milestone schedule/budget*, which shall include the following activities:

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

Subcontract(s)

The Contractor shall enter into an agreement with (*name subcontractor*) to perform work in the area of (*include subcontractor area of responsibility*).

(Repeat identification of additional subcontractor agreements as needed under this contract.)

At NYSERDA's request, the Contractor shall submit a copy of the above agreement(s) to NYSERDA's Project Manager.

Progress Reporting

The Contractor shall submit **periodic** progress reports, no less frequently than quarterly, to NYSERDA's Project Manager no later than the 15th of the month following each reporting period.

The Progress Reports shall include information on the following subjects in the order indicated, with appropriate explanation and discussion:

- a. Name of contractor
- b. Title of the project.
- c. Agreement number.
- d. Reporting period.
- e. Project progress including a summary of progress, findings, data, analyses, results and field-test results from all tasks carried out in the covered period.
- f. Planned work for the next reporting period.
- g. Identification of problems.
- h. Planned or proposed solutions to identify problems described in (f) above.
- i. Ability to meet schedule, reasons for slippage in schedule.
- j. Schedule - percentage completed and projected percentage of completion of performance by calendar quarter - may be presented as a bar chart or milestone chart.
- k. Budget- analysis of actual costs incurred in relation to the budget.

Deliverables: Written Periodic Progress Reports.

Project Kick-off Meeting

The Contractor shall hold a project kick-off meeting within thirty days from the contract execution date. The Contractor shall coordinate with NYSERDA's Project Manager to arrange the meeting at a mutually convenient time and place. The Contractor is encouraged to invite representatives of subcontractors and equipment vendors. The purpose of this meeting shall be to finalize the strategies for accomplishing the objectives of this work. In a timely manner, the Contractor shall submit to NYSERDA's Project Manager a brief report summarizing the issues discussed and decisions made, if any, during this meeting.

Deliverable: A brief report regarding the project kickoff meeting.

Project Completion Meeting

The Contractor shall conduct a project completion meeting, it shall occur within time period covering 15 days prior to and 15 days following the submission of the draft Final Report. The Contractor shall coordinate with NYSERDA's Project Manager to arrange the meeting at a mutually convenient time and place.

Deliverable: A brief report regarding the project completion meeting.

Annual metrics reports

On an annual basis, the Contractor shall submit, to NYSERDA's Project Manager, a prepared analysis and summary of metrics addressing the anticipated energy, environmental and economic benefits that are realized by the project. All estimates shall reference credible sources and estimating procedures, and all assumptions shall be documented. Reporting shall commence the first calendar year after the contract was executed. Reports shall be submitted by January 31st for the previous calendar year's activities (i.e. reporting period). The Contractor shall provide metrics in accordance with the attached Metrics Reporting Guide.

Task 1-Title

Identify Task and Expected Deliverable for said task. The tasks should:

- *Be worded using action phrases, and should always start with "The Contractor shall..."*
- *Tasks should be worded so it is clear what the Contractor is required to do.*
- *If the Contractor is working with a subcontractor, it should say which one, specifically (unless there is only one, or all of them, in which case 'Subcontractor' or Subcontractor's, respectively, is acceptable.)*
- *Avoid using phrases like 'etc,' or 'including, but not limited to;' these phrase are ambiguous and hard to enforce.*
- *Tasks should be linear, so later tasks build on earlier tasks, and earlier tasks inform work being completed later on, as much as possible.*
- *When referring to previous tasks, it should be worded as "...the work/report/system/method approved in Task X."*

Task 1 Deliverable- This should be directly tied to the work completed in the Task. Most, if not all Tasks, should have a deliverable, except in special circumstances.

- *Deliverables should be a tangible item: a report, a presentation, pictures, purchase orders or bills of lading.*
- *Deliverables should not be something not asked for the in the Task, and work completed in the Task should be reported on in the deliverable.*

Task 1 Schedule- Every Task should have a timeframe from the Effective Date that the work is expected to be completed in. This can be divided up task by task or included as a separate attachment.

(Repeat Identification of task and deliverable as often as needed under this contract.)

Task X - Final Report

Upon completion of the contract period, the Contractor shall prepare a non-proprietary/non-confidential Final Report covering all aspects of the work performed under this Agreement; the report shall include information on the following subjects:

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

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

Deliverables: A draft version of the Final Report.
A final version of the Final Report.

To be included on Demonstration Contracts under Task 0:

Site Agreement

The Contractor shall prepare and execute a site agreement with the Host Site prior to beginning the Work. The site agreement shall include terms for monitoring the (*insert technology to be demonstrated*) at the Host Site. The site agreement shall include terms to allow, upon reasonable advance notice, NYSERDA's Project Manager and his/her invited guests to visit the Host Site to inspect the (*insert technology to be demonstrated*) and to witness operations. Invited guests may include other NYSERDA personnel, New York State agency representatives, and other stakeholders. The site agreement terms shall also specify as a minimum: (1) cost share contributions; (2) description and duration of the monitoring; (3) descriptions of any modifications required to the Host Site for monitoring the (*insert technology to be demonstrated*); (4) access to the demonstration site for installing, inspecting, and servicing the (*insert technology to be demonstrated*) by the Contractor and its agents; (5) insurance; (6) equipment removal; (7) indemnification and (8) site restoration. The site agreement shall be executed with an entity having the authority to commit the Host Site. A copy of the executed site agreement shall be furnished to NYSERDA for NYSERDA's records.

For projects that will incorporate a Go/No-Go requirement, some suggested language:

Go/No-Go Evaluation: The Contractor shall not proceed with the remaining tasks until the (*provide the deficiency to be addressed i.e. technical data, market study, test plan, economic study, etc*) has been



approved by (*name the appropriate project participant(s), customer(s), stakeholder(s), NYSERDA*). The Contractor must document (*name the project participants, customer, stakeholder*) acceptance of the (*name the solution to the deficiency*) and present such documentation to the NYSERDA Project Manager for approval. NYSERDA reserves the option to not proceed beyond this point and terminate the project if NYSERDA's Project Manager determines that the (*name the solution to the deficiency*) is not acceptable to (*name the appropriate project participant(s), customer(s), stakeholder(s), NYSERDA*). If the decision is made to terminate the project, the Contractor shall provide a Final Report, documenting the project results and lessons learned during Task (*###'s*).

If the decision is made to continue with the project, the Contractor shall proceed to Task (*next task #*).

For projects that incorporate phases (ex. when a project budget exceeds \$500K, it triggers Phases and the contractor is required to phase their SOW's) with a review between phases, some suggested language at the phase transition points:

In order to progress to Phase 2, the Contractor must demonstrate substantial progress toward meeting Phase 1 objectives. If substantial progress is not made, the Contractor shall provide the reason(s) for not meeting the objectives and an assessment of achieving success in Phase 2 (if not well defined in the SOW, Contractor provides a Phase 2 work plan). In order to evaluate progress, the Contractor shall submit to NYSERDA's Project Manager a draft Phase 1 Completion Report, and the Contractor shall hold a Phase 1 Review Meeting with NYSERDA's Project Manager. The Contractor shall not proceed with Phase 2 work until it has received written approval from NYSERDA's Project Manager.



Technology & Commercialization Readiness Level Calculator

Instructions

This Excel Workbook has been developed by NYSERDA to help emerging and growing companies determine the level of technical and commercial maturity of their products/innovations through the use of a customized and integrated Technology Readiness Level (TRL) and Commercialization Readiness Level (CRL) Calculator. This TRL/CRL Calculator is based on the systems developed by NASA, DOE, and ARPA-E, and has been designed specifically for ventures in the clean energy industry.

For each category, select the button next to the description that best fits the status of your product/innovation. This calculator will determine the appropriate TRL and CRL levels based on your answers. Once all categories have been completed, click the "See Results" button to view your TRL and CRL scores and answers.

PLEASE NOTE: This TRL/CRL Calculator is provided for informational purposes only, with the understanding that NYSERDA is not rendering any professional opinion or advice. You should consult with a professional advisor before taking any action based on the content of this calculator.

Profile	
Company/Organization Name:	<input type="text"/>
Proposal Title:	<input type="text"/>
Product/Innovation Description:	<input type="text"/>

Technology	
<input type="radio"/>	1 Project work is beyond basic research and technology concept has been defined

<input type="radio"/>	2	Applied research has begun and practical application(s) have been identified
<input type="radio"/>	3	Preliminary testing of technology components has begun, and technical feasibility has been established in a laboratory environment
<input type="radio"/>	4	Initial testing of integrated product/system has been completed in a laboratory environment
<input type="radio"/>	5	Laboratory scale integrated product/system demonstrates performance in the intended application(s)

Answer	No Answer
--------	------------------

Product Development		
<input type="radio"/>	1	Initial product/market fit has been defined
<input type="radio"/>	2	Pilot scale product/system has been tested in the intended application(s)
<input type="radio"/>	3	Demonstration of a full scale product/system prototype has been completed in the intended application(s)
<input type="radio"/>	4	Actual product/system has been proven to work in its near-final form under a representative set of expected conditions and environments
<input type="radio"/>	5	Product/system is in final form and has been operated under the full range of operating conditions and environments

Answer	No Answer
--------	------------------

Product Definition/Design		
<input type="radio"/>	1	One or more initial product hypotheses have been defined
<input type="radio"/>	2	Mapping product/system attributes against customer needs has highlighted a clear value proposition
<input type="radio"/>	3	The product/system has been scaled from laboratory to pilot scale and issues that may affect achieving full scale have been identified

--

<input type="radio"/>	4	Comprehensive customer value proposition model has been developed, including a detailed understanding of product/system design specifications, required certifications, and trade-offs
<input type="radio"/>	5	Product/system final design optimization has been completed, required certifications have been obtained, and product/system has incorporated detailed customer and product requirements

Answer	No Answer
--------	------------------

Competitive Landscape		
<input type="radio"/>	1	Secondary market research has been performed and basic knowledge of potential applications and competitive landscape have been identified
<input type="radio"/>	2	Primary market research to prove the product/system commercial feasibility has been completed and basic understanding of competitive products/systems has been demonstrated
<input type="radio"/>	3	Comprehensive market research to prove the product/system commercial feasibility has been completed and intermediate understanding of competitive products/systems has been demonstrated
<input type="radio"/>	4	Competitive analysis to illustrate unique features and advantages of the product/system compared to competitive products/systems has been completed
<input type="radio"/>	5	Full and complete understanding of the competitive landscape, target application(s), competitive products/systems, and market has been achieved

Answer	No Answer
--------	------------------

Team		
<input type="radio"/>	1	No team or company in place (single individual, no legal entity)
<input type="radio"/>	2	Solely technical or non-technical founder(s) running the company with no outside assistance
<input type="radio"/>	3	Solely technical or non-technical founder(s) running the company with assistance from outside advisors/mentors and/or incubator/accelerator
<input type="radio"/>	4	Balanced team with technical and business development/commercialization experience running the company with assistance from outside advisors/mentors
<input type="radio"/>	5	Balanced team with all capabilities onboard (e.g. sales, marketing, customer service, operations, etc.) running the company with assistance from outside advisors/mentors

Answer	No Answer
--------	------------------

Go-To-Market		
<input type="radio"/>	1	Initial business model and value proposition have been defined
<input type="radio"/>	2	Customers/partners have been interviewed to understand their pain points/needs, and business model and value proposition have been refined based on customer/partner feedback
<input type="radio"/>	3	Market and customer/partner needs and how those translate to product requirements have been defined, and initial relationships have been developed with key stakeholders across the value chain
<input type="radio"/>	4	Partnerships have been formed with key stakeholders across the value chain (e.g. suppliers, partners, service providers, and customers)
<input type="radio"/>	5	Supply agreements with suppliers and partners are in place and initial purchase orders from customers have been received

Answer	No Answer
--------	------------------

Manufacturing/Supply Chain		
<input type="radio"/>	1	Potential suppliers, partners, and customers have been identified and mapped in an initial value chain analysis
<input type="radio"/>	2	Relationships have been established with potential suppliers, partners, service providers, and customers and they have provided input on product and manufacturability requirements
<input type="radio"/>	3	Manufacturing process qualifications (e.g. QC/QA) have been defined and are in progress
<input type="radio"/>	4	Products/systems have been pilot manufactured and sold to initial customers
<input type="radio"/>	5	Full scale manufacturing and widespread deployment of product/system to customers and/or users has been achieved

Answer	No Answer
--------	------------------

Attachment C-3

	All Years Prior	Calendar Year End or Fiscal Year End (please specify)		
		Year	Year	Year
(in thousands of \$)				
3-Year Financial Projections				
Revenues, excluding private investments:				
Current NYSERDA funding request	\$ -	\$ -	\$ -	\$ -
Other grants	\$ -	\$ -	\$ -	\$ -
Sales		\$ -	\$ -	\$ -
Licensing and sub-licensing		\$ -	\$ -	\$ -
Other revenues (consulting, etc.)		\$ -	\$ -	\$ -
Operating revenue		\$ -	\$ -	\$ -
Revenue growth		N/A	#DIV/0!	#DIV/0!
Costs and expenses:				
Research and product development	\$ -	\$ -	\$ -	\$ -
Manufacturing		\$ -	\$ -	\$ -
Licensing and sub-licensing		\$ -	\$ -	\$ -
Sales and marketing		\$ -	\$ -	\$ -
General and administrative		\$ -	\$ -	\$ -
Other expenses		\$ -	\$ -	\$ -
Operating costs and expenses, excluding depreciation and amortization		\$ -	\$ -	\$ -
Operating profit margin		#DIV/0!	#DIV/0!	#DIV/0!
Earnings before interest, taxes, depreciation, and amortization (EBITDA)		\$ -	\$ -	\$ -
Depreciation		\$ -	\$ -	\$ -
Amortization		\$ -	\$ -	\$ -
Depreciation and amortization		\$ -	\$ -	\$ -
Earnings before interest and taxes (EBIT, or operating income)		\$ -	\$ -	\$ -
Interest		\$ -	\$ -	\$ -
Earnings before taxes (EBT)		\$ -	\$ -	\$ -
Tax rate (25% or X%, if net income is positive)		25%	25%	25%
Taxes		\$ -	\$ -	\$ -
Net income		\$ -	\$ -	\$ -
Net income growth		N/A	#DIV/0!	#DIV/0!
Net profit margin		#DIV/0!	#DIV/0!	#DIV/0!
Capital expenditures		\$ -	\$ -	\$ -
Private investments	\$ -	\$ -	\$ -	\$ -
Net cash		\$ -	\$ -	\$ -

Notes

1. All years prior should include revenues (current NYSERDA funding request, other grants, and private investments) and costs/expenses (research and product development) that are expected to be required prior to the first year of sales.
2. The initial year for the financial projections should be the first year of sales.

3. Specify whether the financial projections are based on calendar year end or fiscal year end.
4. Select the appropriate year from the drop-down list for each year of the financial projections.
5. The dollar values in the worksheet should be in thousands of dollars. For example, \$500,000 would be recorded as \$500, \$2,500,000 would be recorded as \$2,500, and \$15,000,000 would be recorded as \$15,000.
6. Describe other revenues here -
7. Describe other expenses here -
8. Many early-stage start-up companies may not be required to account for depreciation, amortization, interest, and/or taxes in their initial year(s) of operation.
9. The 25% tax rate is used as a nominal tax rate for this worksheet. The effective tax rate that the company inputs could vary from 0% to 40% based on the company's reported income and/or any tax deductions.

Definitions

1. Depreciation - Method of allocating the cost of a tangible asset over its useful life. Companies depreciate long-term assets (buildings, machines, equipment, etc.) for both tax and accounting purposes.
2. Amortization - Method of spreading out capital expenses for intangible assets over a specific period of time (usually over the asset's useful life) for tax and accounting purposes. Amortization roughly matches an asset's expense with the revenue it generates.
3. Capital expenditures - Capital expenditure, or CapEx, are funds used by a company to acquire or upgrade physical assets such as property, industrial buildings, or equipment. It is often used to undertake new projects or investments by the company.

New York State Energy Research and Development Authority Contract Pricing Proposal Form			Solicitation/Contract No.	Page
Contractor:			Name of Proposed Project:	
Address:				
Location (where work is to be performed):			NYSERDA funding: Total Project Cost:	
Cost Element	Total Project Cost	Funding & Co-funding via NYSERDA	Cost-sharing & Other Co-funding	
1. Direct Materials				
a. Purchased Parts				
b. Other				
Total Direct Materials				
2. Materials Overhead			Rate:	
3. Direct Labor (specify names/titles)			Hours	Rate/hr
Total Direct Labor				
4. Labor Overhead			Rate %	\$ Base
Total Labor Overhead				
5. Outside Special Testing				
6. Equipment				
7. Travel				
8. Other Direct Costs				
9. Subcontractors/Consultants				
Total Subcontractors/Consultants				
10. General & Administrative Expense			Rate %	Element(s)
11. Fee or Profit (if allowable) Rate:				
12. Total Estimated Project Cost				
This proposal reflects our best estimates as of this date, in accordance with the instructions to proposers.				
Typed Name and Title:			Signature:	Date:
Has any executive agency of the U.S. government performed any review of your records in connection with any prime contract or subcontract within the past twelve months? ___ Yes ___ No If yes, identify:				

ATTACHMENT D

INSTRUCTIONS FOR PREPARATION OF COST ESTIMATE

Your cost proposal may be the basis of contract negotiation; it should be specific and complete in every detail. Supporting schedules (as described in Section B) providing the basis for your estimates must be provided.

A. GENERAL

The schedule must be submitted on NYSERDA's Contract Pricing Proposal Form.

B. INSTRUCTIONS AND DESCRIPTION OF REQUIRED SUPPORT DETAIL

(Title each supporting schedule and cross-reference it to the item number on the Contract Pricing Proposal Form)

1a. DIRECT MATERIALS - PURCHASED PARTS

Provide the following information for each proposed item with an estimated unit cost in excess of \$15,000.

- o Description of item
- o Proposed vendor
- o Quantity needed
- o Unit cost
- o Basis for cost (i.e., catalog, prior purchase, quote, etc.)
- o Total cost
- o Evidence of a competitive selection process in accordance with the requirements of the Subcontract Procedures section of the attached Sample Agreement.

1b. OTHER DIRECT MATERIALS

In accordance with the requirements of the Subcontract Procedures section of the attached Sample Agreement, for all items in excess of \$5,000, provide whatever information would be necessary to understand what is being obtained, how it is being obtained, what it will cost and how the estimated cost was determined with justification for all items.

2. MATERIALS OVERHEAD (also applicable to other Indirect Rate categories: 4. LABOR OVERHEAD and 10. G&A EXPENSE)

- o If Government-approved indirect rates are proposed, then supply a copy of an appropriate Government document verifying those rates.
- o If Government-approved rates are not proposed, supply the following, unless previously provided, for the years comprising the proposed period of contract performance.
 - o A description (chart or other) of the organization of the indirect cost center.
 - o The budget of indirect costs, by account, for each proposed indirect expense rate.
 - o The budget for the base, for each proposed rate, (direct labor dollars, hours, costs, etc.) itemized as to contract hours or costs, research and development hours of costs, and any other direct base effort.
 - o Actual incurred rates for the prior three years, including actual base and pool amounts.

3. DIRECT LABOR

a. Commercial Enterprises

- (1) Attach supporting schedules showing:
 - o Each category or type of labor being estimated
 - o Applicable labor rates per hour (straight-time)
- (2) Explain the method used for computing the rates (i.e., actual of an individual, actual average of a category or other grouping, etc.) Also identify any proposed labor escalation and the bases for it.

b. Educational Institutions

Provide the following for each calendar year of the contract:

- (1) For individuals not on an "actual hours worked" basis:

- o individual's name
 - o annual salary and the period for which the salary is applicable (preferably in weeks)
 - o the proportionate time to be charged to this effort.
- (2) For individuals who maintain time records as the basis for charging costs, supply the detail as requested in Instructions 3(a)(1)

4. LABOR OVERHEAD (Same as Instructions for 2. MATERIALS OVERHEAD)

5. OUTSIDE SPECIAL TESTING

- a. Describe the effort.
- b. Provide the units of time (hours, days, weeks), cost rates, and the vendor.
- c. In accordance with the requirements of the Subcontract Procedures section of the attached Sample Agreement, provide the basis for selection of the vendor. Identify M/WBE vendors contacted for quotes and if none, explain why. Explain and justify the basis for any non-competitive selection.

6. EQUIPMENT

Capability to perform the work with existing facilities and equipment is assumed. It is NYSERDA's policy not to compensate for general purpose facilities or equipment. If some special purpose items are needed solely for this contract and are not available by other means (contractor assets, lease, etc.), then provide the following information for each item of required equipment.

- o vendor
- o model number
- o quantity
- o competitive selection process
- o unit cost and source of cost/price (i.e., quote, catalog, purchase history)
- o description of the use or application (NYSERDA dedicated, contract dedicated, other)

7. TRAVEL

- a. NYSERDA will accept as a direct charge only that travel required to perform the statement of work.
- b. Attach a schedule indicating the need for the proposed travel, the estimated number of person-trips required, destinations, mode and cost of transportation, and number of days subsistence per trip for each destination.
- c. Identify and support any other special transportation costs required in the performance of this project.

8. OTHER DIRECT COSTS

- a. Identify the type of cost (i.e. postage, telephone, publications, graphics, etc.)
- b. Provide cost details for the amounts estimated (hours or units, rates, etc.)
- c. If any internal service center rates are applied, provide details similar to that required in Instruction #B.
- d. For computer costs identify the make, model and type of computer, hours of service and appropriate rates, and whether the machine is company owned or leased.

9. SUBCONTRACTORS/CONSULTANTS

- a. Explain the specific technical area in which such service is to be used and identify the contemplated consultants.
- b. State the number of days and the hours per day of such service estimated to be required and the consultant's quoted rate per day. Document when/where the consultant has received the proposed rate in performing similar services for others.

10. GENERAL & ADMINISTRATIVE (G&A) EXPENSE (Same as instructions for 2. MATERIALS OVERHEAD)

11. FEE OR PROFIT

List the rate proposed for profit. No fee or profit is allowed under product development, demonstration or other certain cost-sharing projects.

Attachment E
Solicitation Marketing Questionnaire

(Mandatory)

How did you hear about this solicitation?

- NYSERDA Announcement
- NYSERDA Website
- NYSERDA Staff
- NYSERDA Toll Free Number
- Contract Reporter
- Outreach Coordinator
- Trade Magazine/Newsletter
- Conference/Technical Meeting
- Referral: _____
- Other: _____

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

AGREEMENT

1. Agreement Number:
2. Contractor:
3. Project Director:
4. Effective Date:
5. Project Period:
6. Total Amount of Award:
7. Commitment Terms and Conditions

This Agreement consists of this form plus the following documents:

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

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

[CONTRACTOR]

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

By _____

By _____

Name _____

Jeffrey J. Pitkin
Treasurer

Title _____

STATE OF)
) SS.:
COUNTY OF)

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

Notary Public

Exhibit A, Statement of Work

EXHIBIT B
GENERAL CONTRACT PROVISIONS, TERMS AND CONDITIONS

Article I

Definitions

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

(a) General Definitions:

Agreement: This Agreement shall consist of Page One and Exhibits A, B, C, D, and E hereto, all of which are made a part hereof as if set forth here in full.

Budget: The Budget set forth at Exhibit A hereto.

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

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

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

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

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

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

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

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

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

(b) Payments to NYSERDA Definitions:

Practical Application: To manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system, under conditions indicating that the benefits of the invention are available to the public on reasonable terms.

Product: [PRODUCT OR TECHNOLOGY DEFINITION], and including any improvements, enhancements or modifications thereto.

New York State Product: The Product will be considered a New York State Product if Contractor demonstrates that either: (1) in excess of 50% of the value or value added to such Product was added within the geographical boundaries of the State of New York; "value added" means any separable component of the Product, contributed by the Contractor or paid for by the Contractor to others, for parts, components, and services, and all manufacturing costs, including but not limited to labor, labor overhead, materials, and G&A, but excluding profit; or (2) in excess of 75% of the nonmanufacturing selling and administrative costs, allocated on a per unit basis for the Product, derive from within the geographic boundaries of New York State; such costs include those associated with the selling of the Product, shipping, administrative salaries, executive salaries, administrative office expenses, sales commissions, advertising, marketing, and research and development, but excluding: (a) any separable component of the Product paid for by the Contractor to others for parts, components, and services, and (b) and any other manufacturing or product costs. Qualification as a New York State Product shall be determined using generally accepted accounting principles and shall be capable of being proven by an audit conducted in accordance with generally accepted auditing standards.

License/Franchise: A grant of authority by Contractor to another person to make, use, or sell the Product.

Licensing Revenue: Gross revenue of any kind or character derived by Contractor from a Licensing or Franchising of the Product.

Sale: A sale or lease of the Product by the Contractor or any parent, subsidiary, affiliate or assignee thereof.

Sales Revenue: Gross revenue, excluding returns and allowances such as sales tax, freight, and insurance, if applicable, derived from Sales.

Article II

Performance of Work

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

Section 2.02. Project Personnel. It is understood and agreed that the Project Director identified at Item 3, Page One of this Agreement shall be responsible for the overall supervision and conduct of the Work on behalf of the Contractor and that the persons described in the Statement of Work shall serve in the capacities described therein. Any change of Project Director by the Contractor shall be subject to the prior written approval of NYSERDA. Such approval shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty (30) days after receipt of request for approval by NYSERDA, the requested change in Project Director shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to thirty (30) days.

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

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

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

- 1)
- 2)
- 3)

4)

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

Article III

Deliverables

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

Article IV

Payment

Section 4.01. Cost-Sharing. It is understood and agreed that NYSERDA and the Contractor are sharing the costs for the Work to be performed. In consideration for this Agreement and as full payment for NYSERDA's share of 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 Contractor amounts not to exceed the maximum amount set forth in Section 4.06 hereof for the cost elements identified in the Budget to be funded with NYSERDA funds, subject to the provisions and restrictions contained herein, including, without limitation, the Prompt Payment Policy Statement attached hereto as Exhibit D. NYSERDA's payments shall be on a reimbursement basis, and shall be paid only to the extent that Cash-based Expenses are incurred by the Contractor in performance of the Work in accordance with the provisions of this Agreement, and the following:

[CASE I: Cost Reimbursable]

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

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

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

[Case III – Fixed Fee/Milestone]

Subject to any applicable provisions set forth in Exhibit A, Statement of Work, at the completion of each Milestone Event so identified, the Contractor may submit invoices, including documentation reasonably sufficient to demonstrate completion, requesting payment by NYSERDA of the amounts corresponding to the amounts indicated in Exhibit A, Statement of Work, including evidence of the Contractor's cost share, if applicable.

Section 4.02. Progress Payments.

(a) Invoicing: The Contractor may submit invoices for progress payments no more than once each month and no less than once each calendar quarter for Work performed during such period. Invoices shall be addressed to NYSERDA, "Attention: Accounts Payable," or submitted electronically to invoices@nyserda.ny.gov. Such invoices shall make reference to the Agreement number shown at Item 1 on page 1 of this Agreement. Invoices shall be inclusive of the total project costs incurred, delineated into NYSERDA's Funding share and the Cost-Share and Other Co-funding share, and they shall be in a format consistent with the cost categories set forth in the Budget. Invoices shall be itemized and provide reasonable documentation for the above to provide evidence of costs incurred. If a wage rate or billing rate is used, Contractor must certify on its invoice that such rate represents the lesser of: (i) the actual rate at the time the Work was performed, and (ii) the rate listed for each such employee listed in the Budget. NYSERDA may adjust amounts payable to correlate the proportion of NYSERDA's funding share paid to the proportion of the Work completed.

[For Milestone contracts , delete the following:]

(b) Retainage: In accordance with and subject to the provisions of Exhibit D, NYSERDA shall pay to the Contractor, within the prescribed time after receipt of an invoice for a progress payment, 90% of NYSERDA's share of 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 4.03. Final Payment. Upon final acceptance by NYSERDA of all deliverables contained in Exhibit A, Statement of Work, pursuant to Section 6.02 hereof, the Contractor shall submit an invoice for final payment with respect to the Work, together with such supporting information and documentation as, and in such form as, NYSERDA may require. All invoices for final payment hereunder must, under any and all circumstances, be received by NYSERDA within six (6) months following Acceptance of Work pursuant to Section 6.02 hereof. In accordance with and subject to the provisions of NYSERDA's Prompt Payment Policy Statement, attached hereto as Exhibit D, NYSERDA shall pay to the Contractor within the prescribed time after receipt of such invoice for final payment, the total amount payable pursuant to Section 4.01 hereof, less all progress payments/milestone payments previously made to the Contractor with respect thereto and subject to the maximum commitment set forth in Section 4.06 hereof.

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

Section 4.05. Maintenance of Records. The Contractor shall keep, maintain, and preserve at its principal office throughout the term of the Agreement and for a period of three years after acceptance of the Work, full and detailed books, accounts, and records pertaining to this Agreement, including without limitation, all bills, invoices, payrolls, time records, expense reports, 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 its performance under this Agreement.

Section 4.06. Maximum Commitment. The maximum aggregate amount payable by NYSERDA to the Contractor shall be the amount appearing at Item 6 of page one of this Agreement. NYSERDA shall not be liable for any costs or expenses in excess of such amount incurred by the Contractor in the performance and completion of the Work.

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

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

Article V

Assignments, Subcontracts and 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 Contractor's rights, obligations, interests or responsibilities hereunder, in whole or in part, without the express consent in writing of NYSERDA shall be void and of no effect as to NYSERDA.

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

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

Article VI

Schedule; Acceptance of Work

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

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

Article VII

Force Majeure

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

Article VIII

Rights in Information; Confidentiality

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

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

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

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

(d) No information shall be treated by NYSERDA as confidential unless such information is clearly so marked by Contractor at the time it is disclosed to NYSERDA; see Exhibit C, Section 7 regarding NYSERDA's obligations under the Freedom of Information Law. Under no circumstances shall any information included in the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, be considered confidential or Proprietary Information.

(e) The Contractor agrees that to the extent it receives or is given access to any recorded information from NYSERDA or a NYSERDA contractor or subcontractor, the Contractor shall treat such information in accordance with any restrictive legend contained thereon, unless another use is specifically authorized by prior written approval of the Contract Administrator.

[If recoupment applies, include the following Sections 8.02 & 8.03:]

Section 8.02. Rights in the Product.

(a) The Contractor shall have the right to make, use and sell the Product.

(b) Should NYSERDA, or any political subdivision or instrumentality of the State of New York (each, a "New York Purchaser") desire to purchase the Product from Contractor or any parent, subsidiary, affiliate, assignee, licensee or franchisee thereof ("Seller"), Seller shall grant such New York Purchaser terms, including price, that are at least as favorable as the terms granted by Seller to any buyer of the Product within the previous year. Should Seller enter into a subsequent agreement with any other party that includes terms more favorable than those granted to the New York Purchaser, then the terms granted by Seller to such New York Purchaser shall automatically be deemed to be modified to provide the New York Purchaser with those more favorable terms as of the date such more favorable terms were offered to the other party. Contractor shall notify the New York Purchaser promptly of the existence of such more favorable terms and the New York Purchaser shall have the right to receive the more favorable terms immediately. If requested in writing by the New York Purchaser, Contractor shall amend

the agreement with such New York Purchaser to contain the more favorable terms and conditions. Contractor shall include these terms in any distribution, licensing or franchising agreement concerning the Product.

The sale price for any Sale made to NYSERDA pursuant to this Section shall be discounted by the applicable amount due to NYSERDA by Contractor pursuant to Section 8.03(a) or (b) hereof. The amount of this discount shall be credited towards the aggregate amount due by Contractor to NYSERDA pursuant to Section 8.03(c) hereof.

(c) Should a patent application be filed related to the Product, Contractor shall forward to NYSERDA's Project Manager a copy of the United States Patent and Trademark Office filing receipt bearing the patent application number. The Contractor or any assignee acting on behalf of the Contractor shall include, within the specification of any patent application and any patent or certificate issuing thereon related to the Product the following statement: "This invention was made with the support of the New York State Energy Research and Development Authority (NYSERDA) under Agreement Number [Item 1 from Page One] and NYSERDA may have rights in this invention."

(d) Contractor shall notify NYSERDA within three (3) months after a patent is issued related to the Product, and shall provide the patent title, issuance number and a generalized description of the claims set forth therein. If within three (3) years after the issuance date for any patent related to the Product, Contractor fails to demonstrate that Contractor has taken effective steps to bring said patent to the point of Practical Application, then NYSERDA may, by written notice to Contractor, require the Contractor to grant a non-exclusive or exclusive license to such patent to responsible applicants under terms that are commercially reasonable under the circumstances. If Contractor has not executed such license with a responsible applicant within ninety (90) days after such notice, then NYSERDA shall have the right to grant responsible applicants, on Contractor's behalf, a non-exclusive or exclusive license under terms that are commercially reasonable under the circumstances.

(e) The Contractor shall include the foregoing clauses, suitably modified to identify the parties, in all subcontracts which involve the performance of Work under this Agreement. The Subcontractor shall retain all rights provided for the Contractor, and the Contractor shall retain all rights provided for NYSERDA, as set forth above.

(f) The Contractor shall enforce Sections 8.02 and 8.03 hereof against all current or former employees to the extent necessary to protect NYSERDA's rights herein.

Section 8.03. Calculation of Payments to NYSERDA.

(a) New York State Product: Upon a Sale of a New York State Product, or at such time as Licensing Revenue become due to the Contractor with respect to a New York State Product, Contractor agrees to pay to NYSERDA: (i) one and one half percent

(1.5%) of the Sales Revenue, or (ii) thirty percent (30%) of all License Revenue accruing to the Contractor.

(b) Non - New York State Product: Upon a Sale of a Product that does not qualify as a New York State Product, or at such time as Licensing Revenue become due to the Contractor with respect to a Product that does not qualify as a New York State Product, Contractor shall pay to NYSERDA: (i) five percent (5%) of the Sales Revenue, or (ii) sixty percent (60%) of all Licensing Revenues accruing to the Contractor.

(c) Duration of Payments to NYSERDA: The Contractor's obligation to make payments to NYSERDA shall extend (i) from the date the Contractor first receives Sales Revenue or Licensing Revenue and continue for a period of fifteen (15) years thereafter; or (ii) until the amount paid by Contractor to NYSERDA attributable to actual Sales Revenue or Licensing Revenue from a New York State Product is equal to one times the amount of funds actually paid by NYSERDA to the Contractor under this Agreement; or (iii) until the amount paid by Contractor to NYSERDA, whether or not derived from any Sales Revenue or Licensing Revenue, is equal to three times the amount of funds actually paid by NYSERDA to the Contractor under this Agreement; whichever occurs first.

(d) Due Date of Payments. Such payments shall be payable in annual installments and shall be paid by the first day of March in the calendar year immediately following the year during which the Contractor receives revenues as described above (the "Due Date"). Any payment not received by the applicable Due Date shall be deemed delinquent. A delinquent payment shall be made with interest with such interest computed commencing with the Due Date of such payment. The annual interest rate payable shall be the "Prime Rate" existing as of the Due Date of such payment plus five (5) percentage points. Such interest shall be compounded on a monthly basis.

(e) Annual Reports. The Contractor shall provide to NYSERDA a written Annual Report detailing the status of development and utilization of the Product. The Annual Report shall provide detail as to all Sales, identifying each buyer or lessee, the number of items sold or leased, the Sales Revenue and/or Licensing Revenue, and calculating the resultant amount earned by, and paid or due to NYSERDA in accordance with paragraph (a) hereof. If the amount due to NYSERDA is calculated in whole or in part in accordance with paragraph (a) hereof, the Annual Report shall include documentation or substantiating information reasonably sufficient to establish that that such Product qualifies as a New York State Product. The Annual Report shall be furnished to NYSERDA not later than February 1 following the calendar year covered by the Report. The Contractor's obligation to provide Annual Reports shall commence on February 1 of the calendar year following either the Contractor's receipt of Final Payment pursuant to Section 4.03 hereto, at such time as Licensing Revenues become due to the Contractor or upon the first Sale, whichever event occurs first. In the event that, for a period of five consecutive years, the Annual Reports indicate that no Sales are made and no payment is due to NYSERDA, the Contractor may cease submittal of annual reports. If, however, Sales are made in subsequent years, or Licensing Revenues

become due to the Contractor, the Contractor's obligation to submit Annual Reports shall resume.

(f) Maintenance and Audit of Records. Until such time as the Contractor's payment obligations to NYSERDA pursuant to this Section 8.03 have been met, the Contractor shall keep, maintain, and preserve at its principal office, full and detailed books, accounts, and records in connection with Sales, including any licenses or franchises granted, and the Contractor shall provide to NYSERDA, on a reasonable basis, access to all books and records related thereto.

(g) Licensing or Franchise Agreements. The Contractor shall not enter into any agreement with any party with respect to the licensing, franchising, or assignment of rights in the Product that contains provisions inconsistent with the Contractor's obligation as set forth in this Article XIII. Further, any such agreement shall specifically provide NYSERDA the right to review the books and records of any party to such agreement to assure compliance with the payment provisions contained in Section 8.03(a) and (b) hereof. The Contractor shall provide copies of any proposed licensing or franchise agreements to NYSERDA and shall not execute any such agreements without the prior written consent of NYSERDA. Such consent shall not be unreasonably withheld, and, in the event that notice of consent or disapproval is not received by the Contractor within thirty (30) days after receipt of request for approval by NYSERDA, such licensing or franchise agreement shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to thirty (30) days after the lapse of the original review period.

(h) Modification of Payment Terms. Should Contractor provide to NYSERDA a copy of a proposed licensing or franchise agreement under subsection (g), NYSERDA agrees to negotiate, upon Contractor's execution of such licensing or franchise agreement, a modification of the Licensing Revenue terms in subsections (a)(i) and (b)(i) such that the amount of payment due to NYSERDA by Contractor will approximate the amount that would have been due upon a Sale of the Product.

Article IX

Warranties and Guarantees

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

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

(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 scientific standards and engineering practices;

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

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

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

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

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

(i) Contractor is familiar with and will comply with NYSERDA's Code of Conduct for Contractors, Consultants, and Vendors with respect to the performance of this Agreement.¹

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

¹ http://www.nyserda.ny.gov/~media/Files/About/Board%20Governance/CodeConduct.ashx?sc_database=web

Article X

Indemnification

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

Article XI

Insurance

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

- (a) name or be endorsed to cover NYSERDA, the State of New York and the Contractor as additional insureds;
- (b) provide that such policy may not be cancelled or modified until at least 30 days after receipt by NYSERDA of written notice thereof; and
- (c) be reasonably satisfactory to NYSERDA in all other respects.

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

- (a) Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this Agreement, with minimum limits of \$1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster; and
- (b) Workers Compensation, Employers Liability, and Disability Benefits as required by New York State.

[For contracts containing recoupment, insert:] (c) Upon commencement of marketing of the Product, product liability insurance for bodily injury liability, including death and property damage liability arising out of the use of the Product 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. Product liability insurance naming the NYSERDA and State of New York as additional insureds required under this Agreement shall remain in effect for as long as the payment obligation pursuant to Section 8.03 of this Agreement is in effect.

Section 11.03. Delivery of Policies; Insurance Certificates. Prior to commencing the Work, the Contractor shall deliver to NYSERDA certificates of insurance issued by the respective insurers, indicating the Agreement number thereon, evidencing the insurance required by Article XI hereof. **[For contracts containing recoupment, insert:** Upon commencement of marketing of the Product, the Contractor shall deliver to NYSERDA certificates of insurance issued by the respective insurers, indicating the Agreement number thereon, evidencing the insurance required by Section 11.02 (c) hereof 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 Contractor, not less than 15 days prior to such expiration date, shall deliver to NYSERDA certificates of insurance evidencing the renewal of such policies, and the Contractor shall promptly pay all premiums thereon due. In the event of threatened legal action, claims, encumbrances, or liabilities that may affect NYSERDA hereunder, or if deemed necessary by NYSERDA due to events rendering a review necessary, upon request the Contractor shall deliver to NYSERDA a certified copy of each policy.

Article XII

Stop Work Order; Termination

Section 12.01. Stop Work Order.

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

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

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

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

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

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

Section 12.02. Termination.

(a) This Agreement may be terminated by NYSERDA at any time during the term of this Agreement with or without cause, upon ten (10) days prior written notice to the Contractor. In such event, payment shall be paid to the Contractor for Work performed and expenses incurred prior to the effective date of termination in accordance with the provisions of the Article hereof entitled Payment and in reimbursement of any amounts required to be paid by the Contractor pursuant to Subcontracts; provided, however, that upon receipt of any such notice of termination, the Contractor shall cease the performance of Work, shall make no further commitments with respect thereto and shall reduce insofar as possible the amount of outstanding commitments (including, to the extent requested by NYSERDA, through termination of subcontracts containing provisions therefor). Articles VIII, IX, and X shall survive any termination of this Agreement, and Article XVI shall survive until the payment obligations pursuant to Article VIII have been met.

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

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

Article XIII

Independent Contractor

Section 13.01. Independent Contractor. (a) The status of the Contractor under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Contractor, the Subcontractors, and their respective officers, agents, employees, representatives and servants, including the Project Director, shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of NYSERDA nor make any claim, demand or application for any right or privilege applicable to NYSERDA, including, without limitation, vicarious liability, professional liability coverage or indemnification, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit. It is understood and agreed that the personnel furnished by Contractor to perform the Work shall be Contractor's employee(s) or agent(s), and under no circumstances are such employee(s) to be considered NYSERDA's employee(s) or agent(s), and shall remain the employees of Contractor, except to the extent required by section 414(n) of the Internal Revenue Code.

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

NYSERDA for disclosure of information concerning such claim or event even in the event that this Agreement should terminate for any reason.

Article XIV

Compliance with Certain Laws

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

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

Section 14.03. Other Legal Requirements. The references to particular laws of the State of New York in this Article, in Exhibit C and elsewhere in this Agreement are not intended to be exclusive and nothing contained in such Article, Exhibit and Agreement shall be deemed to modify the obligations of the Contractor to comply with all legal requirements.

Article XV

Notices, Entire Agreement, Amendment, Counterparts

Section 15.01. Notices.

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

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

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

NYSERDA

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

[Contractor Name]

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

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

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

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

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

Article XVI

Publicity

Section 16.01. Publicity.

(a) The Contractor shall collaborate with NYSERDA's Director of Communications to prepare any press release and to plan for any news conference concerning the Work. In addition the Contractor shall notify NYSERDA's Director of

Communications regarding any media interview in which the Work is referred to or discussed.

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

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

[If Section 8.03 applies, the following Article XVII is required:]

Article XVII

Business Reorganizations

Section 17.01. Business Reorganizations. In the event the Contractor proposes to consolidate or merge into or with another corporation or entity, or to sell or dispose of all or a majority of the assets of the Contractor, or to otherwise undertake a reorganization which alters or changes the rights of NYSERDA as provided in this Agreement, before any such action shall be taken, the Contractor shall either:

(a) buy out its obligation to make payments to NYSERDA as described in Section 8.03 of this Agreement by paying NYSERDA an amount equal to three (3) times the amount of funds actually paid by NYSERDA to the Contractor under this Agreement,

such aggregate buyout amount to be reduced by the amount(s) credited to Contractor pursuant to Section 8.03, if applicable; or

(b) assign or otherwise transfer to a new entity the Contractor's obligations under this Agreement, including, but not limited to, the obligation to make payments to NYSERDA as described in Section 8.03 of this Agreement. Such assignment or transfer shall be subject to the prior written approval of NYSERDA. Such approval shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval, the assignment or transfer shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to thirty (30) days after the lapse of the original review period.

EXHIBIT C

REVISED 5/12

STANDARD TERMS AND CONDITIONS FOR ALL NYSERDA AGREEMENTS

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

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

1. EXECUTORY CLAUSE. NYSERDA shall have no liability under this Agreement to the Contractor or to anyone else beyond funds appropriated or otherwise available for this Agreement.

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

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

provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by NYSERDA of any NYSERDA-approved sums due and owing for work done upon the project.

4. 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.

5. 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).

6. 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.

7. PROPRIETARY INFORMATION. Notwithstanding any provisions to the contrary in the Agreement, Contractor and NYSERDA acknowledge and agree that all information, in any format, submitted to NYSERDA shall be subject to and treated in accordance with the NYS Freedom of Information Law ("FOIL," Public Officers Law, Article 6). Pursuant to FOIL, NYSERDA is required to make available to the public, upon request, records or portions thereof which it possesses, unless that information is

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

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

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

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

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

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

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

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.esd.ny.gov>

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

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

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

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

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective

bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

17. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

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

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

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

- a) Before such agreement can take effect, the Contractor must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD).
- b) Prior to entering into such an agreement, the Contractor is required to provide NYSERDA with a completed Contractor Certification to Covered Agency form (Form ST-220-CA).
- c) Prior to any renewal period (if applicable) under the agreement, the Contractor is required to provide NYSERDA with a completed Form ST-220-CA.

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

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

21. IRANIAN ENERGY SECTOR DIVESTMENT. In accordance with Section 2879-c of the Public Authorities Law, by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of [section 165-a of the State Finance Law](#) (See www.ogs.ny.gov/about/regs/ida.asp).

EXHIBIT D

NYSERDA PROMPT PAYMENT POLICY STATEMENT

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

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

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

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

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

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

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

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

(f) "Proper Invoice" means a written request for Payment that is submitted by a Contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating documentation, as NYSERDA may reasonably require, including but not limited to any requirements set forth in Exhibits A or B to this Agreement; and addressed to

² This is only a summary; the full text of Part 504 can be accessed at:
<http://www.nyserda.ny.gov/en/About/~media/Files/About/Contact/NYSERDARegulations.ashx>

NYSERDA's Controller, marked "Attention: Accounts Payable," at the Designated Payment Office.

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

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

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

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

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

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

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

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

504.4. Payment Procedures.

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

(b) NYSERDA shall notify the Contractor within fifteen (15) calendar days after

Receipt of an Invoice of:

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

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

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

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

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

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

(b) If an inspection or testing period, performance verification, audit or other review or documentation independent of the Contractor is specifically required by this Agreement or by other State or Federal mandate, whether to be performed by or on behalf of NYSERDA or another entity, or is specifically permitted by this Agreement or by other State or Federal provision and NYSERDA or other entity with the right to do so elects to have such activity or documentation undertaken, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when any such activity or documentation has been completed, NYSERDA

has actually received the results of such activity or documentation conducted by another entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

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

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

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

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

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

504.9. Notice of Objection. Contractor may object to any action taken by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to NYSERDA. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, at the notice address set forth in Exhibit B to this Agreement. The Vice President of NYSERDA, or his or her designee, shall review the objection for purposes of affirming or modifying NYSERDA's action. Within fifteen (15) working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the Contractor either that NYSERDA's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period

exceed thirty (30) working days.

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

504.11. Court Action or Other Legal Processes.

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

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

Exhibit E

NYSERDA Report Format and Style Guide

Purpose

This document explains how to prepare a technical report for the New York State Energy Research and Development Authority (NYSERDA), including typesetting and formatting procedures, and provides electronic data-transfer information.

The finished report deliverable will be published by NYSERDA. Please direct questions about format and style to Diane Welch of NYSERDA's Marketing Services unit at: (518) 862-1090, ext. 3276, or via e-mail: dlw@nyserda.org.

Americans with Disabilities Act (ADA) Accessibility Compliance

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

To meet the needs of persons with visual disabilities, reports must be in a format that allows for conversion of written words of an electronic document into speech, thus allowing the person with a visual disability to hear the text. The formatting of these documents is critical to the success of the conversion from text to speech. Reports submitted to NYSERDA must meet the following requirements:

- Format documents using Microsoft Word Styles
- Use headings in the document
- Use Alternate Text (Alt Text) for images and objects
- Provide captions for all tables, images, and figures
- Use contextual links, do not use long URLs or "click here"

For more information about how to make a document accessible, please refer to <http://www.nyserda.org/resources/>

Page Format

Proper page setup is essential to ensure that your report is published accurately and efficiently. Textual material should be created in Microsoft Word. While other word-processing programs may be able to be converted, file corruption may occur during the process. Reports that are to be published on the web must be submitted as either a Microsoft Word document, or a fully accessible PDF in NYSERDA's approved format, which contains all of NYSERDA's Marketing Department editorial changes.

- Left and Right margins should be set at 1.25 inches; Top and Bottom margins should be set at 1-inch
- Use left-hand justification only
- Spacing should be 1.5 lines
- Block-style paragraphs should be used, with no indentation (except for fifth-level headings, which should be blocked on the left; see Heading Styles on page 6 of this guide)
- There should be 10pt of space between a paragraph and the heading that follows. (Note: the spacing above and below a paragraph or heading should be controlled by the use of Styles, and not through the use of hard or soft returns)

Report Format and Pagination

Required Components

The following items are required in all technical reports and should be paginated in the following sequence:

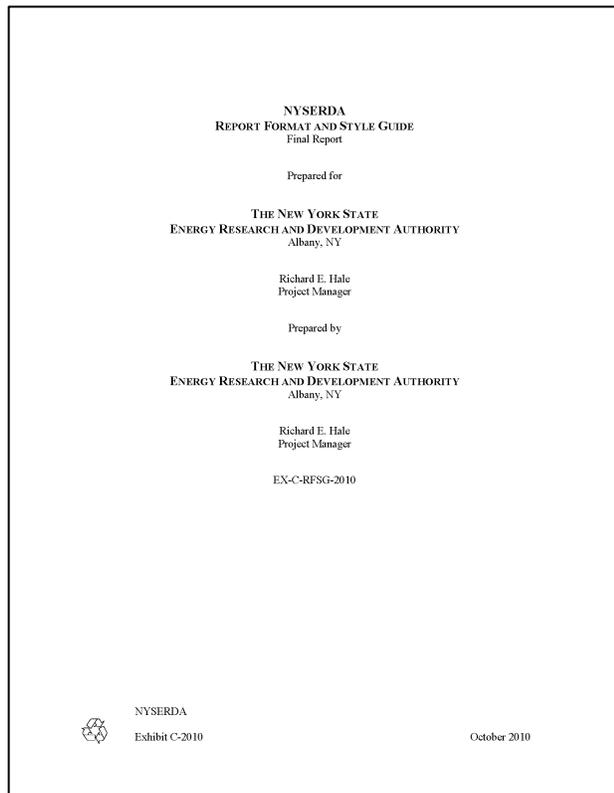
- Title page (no page number)
- Notice (no page number)
- Abstract and Keywords (iii)
- Acknowledgments (optional) (iv)
- Table of Contents, including listings of figures and tables (v)
- Summary (S-1)
- Main Text listed by section number (1-1; 2-1)
- Appendices (A-1; B-1)

Note: Each subsequent section or chapter must begin on a new page, but it is not necessary to start each new section on a right hand (recto) page.

Title Page

The following information is required:

- Report title and type of report (i.e., final, interim, or summary)
- Name of NYSERDA project manager(s)
- Corporate name, city, and state of contractor(s), including contact person(s) or project manager(s)
- Project co-sponsors, including contact person(s) or project manager(s)
- NYSERDA Agreement number (e.g., NYSERDA 10902)



Notice

All technical reports are required to contain one of the following legal notices or disclaimers:

When NYSERDA is the project's sole sponsor, this notice must be used:

NOTICE

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

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

NOTICE

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

Abstract and Keywords

The Abstract is a brief, approximately 200-word description of project objectives, investigative methods used, and research conclusions or applications. This information will be used when NYSERDA registers the report with the [New York State Library](#) (NYSL), and the [Library of Congress](#) (LOC). A list of keywords that describe the project and identify the major research concept should be submitted with the report. Four to six precise descriptors are generally sufficient and will be used for indexing, registering, and distributing the report through NTIS.

Acknowledgments

The Acknowledgments must precede the Table of Contents and is generally no longer than two paragraphs in length.

Table of Contents

The Table of Contents should list section numbers, titles, second-level headings, and their page numbers. Third-level headings also may be listed. If the report contains five or more figures or tables, they should be listed using the style of the Table of Contents. (Reference the "Table of Contents" style in the styles menu of the NYSERDA report Template).

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Headers and Footers

In addition to using paragraph styles to organize and define the structure of a document, elements such as page numbers, notes, and citations should be placed within a header or footer. These should not be inserted manually because they will not be included within the marked-up structure of the document (for example typing out the number 1, 2, 3, etc. at the top or bottom of every page to insert as page numbers). To add a header or footer to a document, select “Header,” “Footer,” or “Page Number” from the “Header and Footer” groups on the “Insert” tab.

Footnotes

If possible, please substitute parenthetical in-line text for footnotes in Word to generate a tagged PDF. Any footnoted text will be read out loud by a screen reader immediately after its reference, as if it were inserted inline rather than positioned at the bottom of the page. If inserting parenthetical in-line text is not conducive to your report type, and you are not using Microsoft Word 2007 or higher, the footnotes will not be properly linked to the referenced text when read by the screen reader.

Hyperlinks

Make sure that all hyperlinks are clearly described in the text surrounding the link. Do not use “Link” or “Click here.” Ensure that the text in the link tells the readers what they are going to find if they click on the link. Listing the URL to a website as a link, for example <http://www.nyserda.ny.gov>, is preferred.

Illustrations

This section explains how to insert an image, photograph, logo, figure, chart or diagram.

- Select the “Insert” tab
- Choose “Picture”
- Browse to the image or graphic
- Click “Insert”

Images (Photograph)



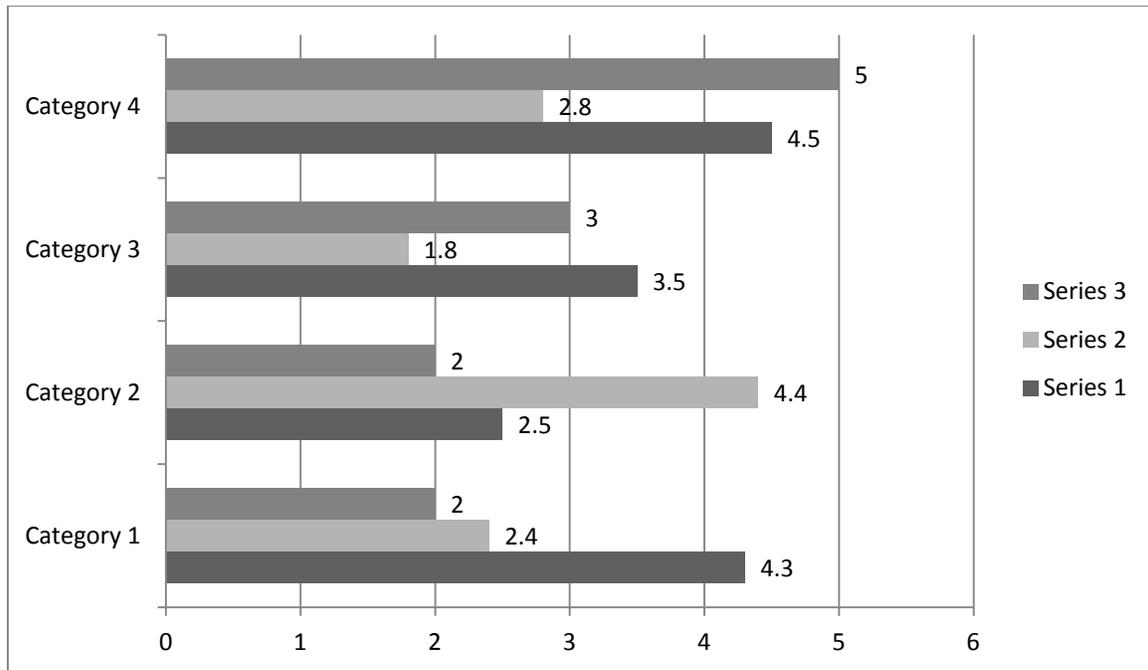
Graphics (Logo or Figure)



Note 1: Images without substantive content should not have any Alternate Text.

Note 2: Background images or watermarks do not have to be tagged. When the document is converted to a PDF file, these images will not be detected by the screen reader.

Charts or Diagrams



Captions

Ensure that the caption text is descriptive, not just a label. Please consider the following examples:

Do not use: “This is a photo of a steam plant.”

Use: “The photo shows the location of the filtering system mounted to the primary stack that collects particulates and unburned gases, which are then rerouted through the secondary burner.”

Do not use: “This is Figure 12.”

Use: “Figure 12 shows that 17% of the targeted age group in the Astoria neighborhood of Queens has participated in this program, versus 43% of the targeted age group in the Park Slope neighborhood of Brooklyn who first participated in an energy-savings competition.”

Photographs, figures, charts, and graphs must be explained in Alt Text for the visually impaired reader.

In some circumstances, it may be necessary to import tables as images. When this is the case, Alt Text must also be included (refer to [NYSERDA’s ADA Accessibility Requirements](#) document located at:

<http://www.nysERDA.ny.gov/Resources/ADA-Accessibility-Requirements.pdf> on NYSErDA’s website for assistance with Alt Text).

To insert a caption, right click on the object and select "Insert Caption."

Captions for tables are traditionally inserted above the table

Captions for images and figures are traditionally inserted below the image

Tables and Figures

Tables and figures must be numbered sequentially and titled individually

Place tables and figures as close as possible to the text in which they are mentioned

Distinguish tables from the text by using a table style

Cite a source if the tabular material or figure content has not been generated by the contractor

Figure captions should be complete sentences when appropriate

Use "Figure 1," not "Fig. 1," or "Table 1." in the text, as well as for captions. Examples:

“Table 1 details demand-side management options”

“As shown in Figure 1, the demand-side management program offers numerous options”

Figure captions should use the style “Strong”:

Figure 1. Demand-Side Management Options in New York State.

Unless generated by the contractor, a source should always be cited. The figure source should appear after the caption:

Source: Lawrence Berkeley Laboratory)

Photographs and drawings should only be inserted if they are meaningful to the report. The following styles are typically used:

Black-and-white line drawings

Clear halftones (black-and-white photographs)

Color artwork and photos

Styles

Font Styles and Formatting

All text elements should be set in 10-point Times New Roman; all caption, tables, and figures elements should be in 10-point Arial or Helvetica.

The format of selected text in the document text can be easily changed by choosing a look for the selected text from the “Quick Styles” gallery on the Home tab. One also can format text directly by using the other controls on the “Home” tab. Most controls offer a choice of using the look from the current theme or using a format that is specified directly.

Using Styles to Add Structure

Microsoft Word does a good job of encouraging the proper use of Styles. The “Styles” group is found on the “Home” Tab. To change a section of text, simply select the text and click on the appropriate style. In addition to making the document look better, “Styles” also allows for the creation of automatic PDF bookmarks, TOC links, and PDF tags.

Common Styles

Headings

Microsoft Word has nine built-in “Heading” styles. They are called Heading 1, Heading 2, etc. A person would use the “Heading” styles to indicate major headings in a document. Use Heading 1 to indicate a top-level heading. If there is a sub-heading for Heading 1, use Heading 2. If there is a sub-heading for Heading 2, use Heading 3, and so on. Again, it is adding structure to the document and, structurally, the headings should be used in order. For example, do not use Heading 1, then Heading 3 simply because the writer likes the way Heading 3 is formatted. Instead, modify Heading 2 to the writer's liking and use Heading 2 before using Heading 3.

Numbered Lists

The “List Number” style can be used when there is a numbered list. Do not use the buttons on the toolbar to indicate a numbered list. The “List Number” style is more stable and will be easier to maintain.

Bulleted Lists

The “List Bullet” style can be used when there is a list of items, and order does not matter. If the order of the list items is important, use the “List Number” style instead. Do not use the buttons on the toolbar to indicate a bulleted list.

Emphasis

The “Emphasis” style can be used to indicate that a word(s) are important. The default format for the “Emphasis” style is italic. Visually, using the “Emphasis” style on a word or words looks the same as if the writer simply clicked the italic button on the formatting toolbar. However, for someone using a screen reader, it can tell the individual that the writer thinks that word or words are important. A screen reader user will not know if a word is simply italicized, but with the “Emphasis” style, a screen reader user could “learn” that the writer has emphasized that particular text.

Strong

The “Strong” style is similar to the “Emphasis” style except that the default format is bold. It gives structure to words, rather than simply changing the way a word or words look.

Title

The “Title” style is used to indicate the title of the document. There should be only one “Title” style in use in a given document.

Body Text or Normal

The “Body Text” style can be used to indicate the text in the body of the document. The “Normal” style is very similar and can be used instead of the “Body Text” style.

Creating New Styles

If [NYSERDA's Report template](#) does not encompass every style required in your report, you can create additional styles for formatting. There are two ways to do this: “New Styles” or “New Quick Styles.” To create a new style:

- Click the “Styles” dialog box
- Click the “New Style” button
- Complete the “New Style” dialog box

At the bottom of that dialog box, one can choose to add this to the “Quick Style” list or to make it available only in this document. Please note that you should not be changing NYSERDA's template styles, as these are the approved formatting for NYSERDA published documents.

Tips

- Do not fling formatting at text. “Flinging” means creating a style that looks like a heading or subheading, but really is a different font style, size, bold, italicized, etc.
- Screen reading software will read the document as one long series of paragraphs with no differentiation for new topics unless properly formatted with Heading Styles. (Imagine reading a textbook with no difference in text from one paragraph to the next.)
- When documents are converted to other formats (HTML, PDF, PowerPoint, etc.), the heading structure is retained automatically.

Copyrights

Intellectual Property

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

Report Submission Guidelines

Report Submission Guidelines

No printed drafts of the report are required. An electronic Word version must be submitted to your NYSERDA Project manager. After review by your Project Manager and Marketing Services staff, a final draft will be returned to the contractor for review, additional corrections, and approval. The contractor is responsible for satisfactorily addressing technical comments from NYSERDA and other co-sponsors. When making editorial corrections, the contractor must ensure that technical content is not compromised. After editorial corrections have been made, the contractor must submit a final electronic "Word" version of the final report. Material may be submitted using one of the following methods:

FTP Site:

Install a Secure File Transfer Protocol (SFTP) client. (We recommend [Filezilla](http://filezilla-project.org/download.php) (<http://filezilla-project.org/download.php>))

The following are NYSERDA's SFTP credentials:

Host: 66.109.33.102

Port: 49122

Server Type: SFTP

Logon Type: Normal

User: NYSERDA-General

Password: yedg!n

Email: to your project manager, or NYSERDA's Marketing department: print@nyserda.ny.gov

Compact disc (CD-ROM):

NYSERDA — Marketing Services

Attn: Diane Welch

17 Columbia Circle

Albany, New York 12203-6399

If you are unable to meet these electronic transfer requirements prior to submitting your report, please contact Diane Welch of NYSERDA's Marketing Services unit at: (518) 862-1090, ext. 3276, or via e-mail: dlw@nyserda.ny.gov.

Attachment G: Sample Metrics Reporting Guides

Metrics Reporting Guide

Information Dissemination

On an annual basis, the Contractor shall submit, to NYSERDA's Project Manager, a prepared analysis and summary of metrics addressing the anticipated energy, environmental and economic benefits that are realized by the project. All estimates shall reference credible sources and estimating procedures, and all assumptions shall be documented.

Reporting shall commence the first calendar year after the contract was executed. Reports shall be submitted by January 31st for the previous calendar years activities (i.e. reporting period). Reports shall continue to be submitted for **two** consecutive calendar years after the project is completed. The Contractor shall make every effort to quantify and document benefits and incorporate them into the Final Report and technology transfer activities as required in this agreement.

A form will be provided to you to submit the following metrics:

Information Dissemination

Name of Presentation or Event	<i>Names of the presentation or event where information was communicated about the product, company or research</i>
Organization that hosted the event	<i>Name of the organization that hosted the event</i>
Type of event	<i>The type of event where information was communicated about your company, product or research (e.g. conference, workshop, media event, etc.)</i>

Publications

Publication Date	<i>Date information is published (month & year)</i>
Publication Title	<i>Name of publication written as a result of research performed under contract with NYSERDA</i>
Publication Type	<i>Examples: Citation, Final/Technical Report, Newsletter, Trade Publication etc.</i>
Periodical Name	<i>Name of periodical the publication appeared in (if applicable)</i>
Policy Development	<i>State if this publication been cited in government policy development</i>
Names of Authors	<i>Author First & Last Names</i>

Metrics Reporting Guide

Product Demonstration

On an annual basis, the Contractor shall submit, to NYSERDA's Project Manager, a prepared analysis and summary of metrics addressing the anticipated energy, environmental and economic benefits that are realized by the project. All estimates shall reference credible sources and estimating procedures, and all assumptions shall be documented.

Reporting shall commence the first calendar year after the contract was executed. Reports shall be submitted by January 31st for the previous calendar years activities (i.e. reporting period). Reports shall continue to be submitted for **five** consecutive calendar years after commissioning or acceptance of equipment. The Contractor shall make every effort to quantify and document benefits and incorporate them into the Final Report and technology transfer activities as required in this agreement.

A form will be provided to you to submit the following metrics:

Site Metrics

Installation Status	<i>Current status of system installation (e.g. Design, Installed & Commissioning, Operational, etc.)</i>
Expected Duration	<i>Number of years equipment is expected to be installed</i>
Replication of System	<i>Additional installations of a similar system as a result of the NYSERDA project</i>
Jobs	<i>Jobs created/retained as a result of a NYSERDA project</i>

Information Dissemination

Name of Presentation or Event	<i>Names of the presentation or event where information was communicated about the product, company or research</i>
Organization that hosted the event	<i>Name of the organization that hosted the event</i>
Type of event	<i>The type of event where information was communicated about your company, product or research (e.g. conference, workshop, media event, etc.)</i>

Publications

Publication Date	<i>Date information is published (month & year)</i>
Publication Title	<i>Name of publication written as a result of research performed under contract with NYSERDA</i>
Publication Type	<i>Examples: Citation, Final/Technical Report, Newsletter, Trade Publication etc.</i>
Periodical Name	<i>Name of periodical the publication appeared in (if applicable)</i>
Policy Development	<i>State if this publication been cited in government policy development</i>
Names of Authors	<i>Author First & Last Names</i>

Resources Saved

<input data-bbox="53 709 94 751" type="button" value="+"/>	<i>Add Metric</i>		
	General Resource Type	Specific Resource Type	Unit of Measurement
<input data-bbox="53 835 94 877" type="button" value="X"/>	<input data-bbox="105 825 539 884" type="text"/>	<input data-bbox="553 825 1026 884" type="text"/>	<input data-bbox="1040 825 1567 884" type="text"/>

Resources Used

<input data-bbox="53 980 94 1022" type="button" value="+"/>	<i>Add Metric</i>		
	General Resource Type	Specific Resource Type	Unit of Measurement
<input data-bbox="53 1106 94 1148" type="button" value="X"/>	<input data-bbox="105 1096 539 1155" type="text"/>	<input data-bbox="553 1096 1026 1155" type="text"/>	<input data-bbox="1040 1096 1567 1155" type="text"/>

[hide](#)

Metrics Reporting Guide

Product Development

On an annual basis, the Contractor shall submit, to NYSERDA's Project Manager, a prepared analysis and summary of metrics addressing the anticipated energy, environmental and economic benefits that are realized by the project. All estimates shall reference credible sources and estimating procedures, and all assumptions shall be documented.

Reporting shall commence the first calendar year after the contract was executed. Reports shall be submitted by January 31st for the previous calendar years activities (i.e. reporting period). Sales reporting shall continue under the terms of the agreement in section 8.03 if recoupment terms apply to this contract. Reports shall continue to be submitted for **ten** consecutive calendar years after the project is completed. The Contractor shall make every effort to quantify and document benefits and incorporate them into the Final Report and technology transfer activities as required in this agreement.

A form will be provided to you to submit the following metrics:

Product Metrics

Development Stage	<i>Development stage of the product (e.g. Initial Prototype, Refined Prototype, Commercial Product, etc.)</i>
Outcomes of Product Development Efforts	<i>Outcomes as a result of product development activities (e.g. Copyrights, License Agreements, Certifications, UL Listing, etc.)</i>
Units Sold	<i>Total number of units sold</i>
Units Sold in NYS	<i>Number of units sold in New York State</i>
Product Sales	<i>Total annual sales of the product associated with the contract(s)</i>
Recoupment Payment	<i>Payment amount owed to NYSERDA under the terms of the agreement (if applicable).</i>
Investments	<i>Investment dollars as a result of NYSERDA project from a source other than NYSERDA.</i>

Patent Information

Patent Number	<i>Patent number or patent application number for patents as a result of work funded by NYSERDA</i>
Issue Date	<i>Date patent was issued or application submitted</i>
Patent Description	<i>Abstract or brief description of the patent</i>

Information Dissemination

Name of Presentation or Event	<i>Names of the presentation or event where information was communicated about the product, company or research</i>
Organization that hosted the event	<i>Name of the organization that hosted the event</i>
Type of event	<i>The type of event where information was communicated about your company, product or research (e.g. conference, workshop, media event, etc.)</i>

Publications

Publication Date	<i>Date information is published (month & year)</i>
Publication Title	<i>Name of publication written as a result of research performed under contract with NYSERDA</i>
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Periodical Name	<i>Name of periodical the publication appeared in (if applicable)</i>
Policy Development	<i>State if this publication been cited in government policy development</i>
Names of Authors	<i>Author First & Last Names</i>

Resources Saved per Product Unit (e.g. Energy, Emissions, Fuel etc.)

<input data-bbox="56 1157 94 1199" type="button" value="+"/>	<i>Add Metric</i>		
	General Resource Type	Specific Resource Type	Unit of Measurement
<input data-bbox="56 1283 94 1325" type="button" value="x"/>	<input data-bbox="110 1283 613 1325" type="text"/>	<input data-bbox="630 1283 1105 1325" type="text"/>	<input data-bbox="1122 1283 1560 1325" type="text"/>

Attachment H- PON 2606 NYSERDA - INSTRUCTIONS FOR SUBMITTING ELECTRONIC PROPOSALS

Please read the following instructions before submitting a proposal.

1. Locate the Funding Opportunity (PON, RFP, RFQ) on the “**Current Funding Opportunities**” page of NYSERDA’s website at:
<http://www.nyserda.ny.gov/Funding-Opportunities/Current-Funding-Opportunities.aspx>
2. While on the “**Current Funding Opportunities**” page, click the link/title of the individual Funding Opportunity.
3. While on the individual Funding Opportunity page, click the “**Submit Proposal Online**” button.
4. Enter your e-mail address and click the “Validate Email” button.
5. You will receive an automatic email containing a link to validate your email address. Click the link to be taken back to the Funding Opportunity to begin the online submission process.
6. Upload as many files as needed, one at a time. The electronic file names should include the proposing entity’s name in the title of the document.
7. After clicking the “Upload File” button, a list of your files will appear on the web page. You can delete files from this list if needed.
8. After all necessary files have been uploaded; review the list of documents to ensure that your proposal is complete and accurate.
9. Click the “Submit Proposal button.”
10. You will then be brought to a confirmation page listing the files received. Please print and save the confirmation page.
11. An auto-generated confirmation e-mail will be sent to the e-mail address you entered. Please save this e-mail.
12. When choosing to submit files electronically, the award/non-award notification letter will be sent to the e-mail address used to submit the proposal.

Important Reminders:

1. Submit only one proposal for each session
2. You may submit Word, Excel, Zip, or PDF files. PDF files must be searchable and therefore should be converted directly from an electronic document to PDF, rather than scanned.
3. E-mail or facsimile submittals will not be accepted.

If you make an error:

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

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

If you need help:

If you need help with this electronic proposal submission process, please contact Rosanne Viscusi at rosanne.viscusi@nyserda.ny.gov or 518-862-1090 ext. 3418.