



**Fuel NY - Permanent Generator Initiative
Program Opportunity Notice (PON) 3256
\$ 12,000,000 available**

Applications accepted through 12/15/2016 by 5:00 PM Eastern Time

INITIATIVE SUMMARY

The New York State Energy Research and Development Authority (NYSERDA) is seeking applications for the Permanent Generator Initiative (Initiative). Eligible applicants can apply for a project grant to offset the implementation costs associated with the electrical modifications and installation of permanently affixed generators at the most highly strategic retail gasoline stations (gas stations) in the downstate region.

GRANT AMOUNTS

The Initiative will offset up to 100% of a competitively selected gas station's cost of purchasing and installing a permanent emergency generator.

CONTACT INFORMATION

Program questions should be directed to: Mark Decker 866-NYSERDA x3494,
Mark.Decker@nyserda.ny.gov

Contractual questions should be directed to: Venice Forbes 866-NYSERDA x3507,
Venice.Forbes@nyserda.ny.gov.

Application assistance is available at the Fuel NY hotline. Applicants are encouraged to contact the hotline for support at:

Phone: Toll free 855-323-3030
Email: GeneratorGrants@arcadis.com

APPLICATION SUBMISSION

Applications are accepted only online [here](#).^{*} For assistance, please call 855-323-3030.

^{*}Incomplete or inaccurate applications will not be accepted. Application must be completed and submitted online. Hard copies mailed or faxed will not be accepted. If changes are made to this solicitation, a notification will be posted on NYSERDA's website at <https://www.nyserda.ny.gov>

INTRODUCTION

Many gas stations in the downstate area lost electric power as a result of damage caused by Superstorm Sandy. This loss of power contributed to widespread disruptions in the gasoline supply that impacted public safety and well-being as well as economic activity in the downstate region.

NYSERDA will provide grants to offset the cost of installing permanently-affixed generators at highly strategic gas stations in the downstate region. The installation of permanent generators at strategic gas stations allow these locations to provide service to their community and first responders during a power outage whether the cause was a localized event or a widespread disaster.

AVAILABLE FUNDS

Up to \$12,000,000 in funds are available. The funding for this Initiative will be from a grant from the Federal Emergency Management Agency (FEMA), Hazard Mitigation Grant Program (HMGP). NYSERDA reserves the right to add funding to the solicitation should other program funding sources become available. NYSERDA reserves the right to extend the program deadline.

APPLICANT ELIGIBILITY REQUIREMENTS

Eligible gas stations are located in the downstate region, comprised of Nassau, Suffolk, Rockland, Westchester, Bronx, Kings, Queens, Richmond, and New York Counties; and meet the following criteria:

- Located outside of the 500-year floodplain
 - Refer to <http://nysandyhelp.ny.gov/fuel-ny> to review the 500-year flood plain limits relative to your station.
- Have a minimum of 4 dispensers.
 - A dispenser can serve 2 vehicles simultaneously. One vehicle on the front side and one vehicle on the back side.

At a minimum, the permanent generator must be of sufficient capacity to provide power to operate all dispensers and dispensing equipment, life safety systems, environmental monitoring systems, payment-acceptance equipment, and other systems necessary to ensure that such gas stations can continue safe fuel sales and dispensing operations during an electricity outage. Applicants are encouraged to include **additional** systems such as convenience store electrical loads in the sizing of the electrical upgrades.

Eligible gas stations, with a minimum 4 dispensing units, and outside the 500-year floodplain, that installed permanently affixed generators through contracts in the Fuel NY Gas Station Back-Up Power Program (PON 2758), do not need to re-apply. NYSERDA will consider the gas station for further reimbursement, if the cost to install the permanently-affixed generator exceeded the previous \$13,000 incentive limit offered through PON 2758.

Applicants must be the property owner or franchisee of a gas station, or applicant will need to demonstrate they have received authorization from the property owner to make changes to the building.

GRANT SELECTION

The goal of the Initiative selection process is to identify the most strategically located gas stations that are capable of servicing the largest number of customers with motor fuel and additional services to support community disaster recovery efforts.

In order to determine which gas stations will receive grants for permanent generators, gas stations will be selected based on the following:

- Services offered, including fuel types, whether the gas station is also a convenience store, etc.
- Fuel capacity including number and size of dispensers and fuel storage

- Accessibility including proximity to major highways and area traffic patterns
- Type of clientele such as first responders, local and state emergency officials, etc.
- Project Cost, including cost per kW and cost optimization

(See Attachment A: Scoring and Evaluation Guide for details)

Gas stations will be ranked by a Scoring Committee comprised of external experts and NYSERDA staff. Applicants that are not selected in their initial round will be eligible for consideration in future rounds, without having to re-apply.

NYSERDA may consider the following program policy factors in making award selection decisions:

- The degree to which there is diversity in geographic location to best achieve the overall goals and objectives of the Fuel NY Program.
- The degree to which the proposed project optimizes the use of available funding.

The award selection process contains multiple phases including an initial eligibility review, ranking by a Scoring Committee, and consideration of program policy factors and the amount of funds available.

GRANT AMOUNTS

Installation of transfer switch and permanent generator	Up to 100% of project cost*
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* Cost sharing is not required. Applicants who propose 90% funding can improve their cost scoring in the selection process.

Applicants are not authorized to start work until an award notification is received from NYSERDA.

SCOPE OF SELECTED GAS STATION PROJECTS

Selected projects must:

- Install a permanently affixed generator as well as any associated necessary electrical or other modifications, including a transfer switch if needed, at the gas station.
- Maintain the generator to ensure operation over the generator’s lifetime.

PARTICIPATION

The following describes the process that will be followed by all parties for Initiative participation:

1. Applicant must complete the Application Form available [here](#) .
 - a. Incomplete or inaccurate applications will not be accepted.
 - b. A complete project price quote with a breakdown of costs is required. Refer to Attachment B for guidance.
 - c. Application must be completed and submitted online. Hard copies mailed or faxed will not be accepted.
2. A Scoring Committee will score each complete application in independent selection rounds.
 - a. Selection rounds will be held at a minimum of every four weeks.
 - b. Applicants that are not selected in their initial selection round will be eligible

for consideration in following rounds, without having to re-apply. They will also be given the opportunity for a debriefing of their application, and may update their application for consideration in following rounds as a result of the debriefing.

3. NYSERDA or its Contractor will collect and verify the W-9 and Certificate of Insurance from selected Applicants.
4. NYSERDA will issue a grant agreement to selected applicants for signature. (see example in Attachment C)
5. Applicant returns signed grant agreement to NYSERDA.
6. NYSERDA countersigns grant agreement and issues executed agreement to Applicant.
7. Applicant completes project.
8. Applicant submits completed Payment Request Form (see Exhibit E in Attachment C) and required documents to NYSERDA or its Contractor.
9. NYSERDA or its Contractor reviews the payment request package for completeness.
10. NYSERDA or its Contractor schedules and performs a site visit to verify project completeness.
 - a. Site visit must be completed prior to NYSERDA issuing payment.
11. NYSERDA or its Contractor compares the payment request package and Site Visit Report for accuracy.
12. NYSERDA issues payment within thirty (30) days of completing a site visit and verifying the accuracy of all documentation provided for the Payment Request. All payments shall be made in accordance with NYSERDA's Prompt Pay Policy Statement.

NYSERDA reserves the right to visit any installation, during regular business hours, to verify the Applicant's compliance with the requirements of the Initiative.

GRANT PAYMENT

Payment will be made after installation of the project and a site visit is completed. No progress payments will be made. A single payment for reasonable, eligible costs will be issued upon completion of a site visit and receipt and review of necessary documentation. Eligible costs include documented and verified reasonable labor, equipment and materials costs incurred to wire and install an emergency generator

A Payment Request Form (see Exhibit E in Attachment C), including a list of required documentation will be sent to the Applicant with their executed agreement.

Work must be completed and properly documented with the Payment Request Form submittal. The project costs do not have to be paid prior to submitting the Payment Request Form.

A complete Payment Request form must be submitted no later than 12/2/2017.

NYSERDA must conduct a site visit upon project completion, prior to grant payment. The site visit will address grant payment verification only. NYSERDA will issue payment within thirty (30) days of completing a site visit which confirms the installation is complete and the Payment Request Form information is accurate and complete. All payments shall be made in accordance with NYSERDA's Prompt Pay Policy Statement.

GENERAL CONDITIONS

Proprietary Information - Careful consideration should be given before confidential information is submitted to NYSEDA as part of your application. Review should include whether it is critical for evaluating an application, and whether general, non-confidential information, may be adequate for review purposes.

The NYS Freedom of Information Law, Public Officers law, Article 6, provides for public access to information NYSEDA 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 NYSEDA that the Applicant wishes to have treated as proprietary and confidential trade secret information, should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to exempt it from disclosure, including a written statement of the reasons why the information should be exempted. See Public Officers Law, Section 89(5) and the procedures set forth in 21 NYCRR Part 501 <http://nyserda.ny.gov/~media/Files/About/Contact/NYSEDA-Regulations.ashx>. However, NYSEDA 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 State subcontractors and suppliers is available from:

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

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

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

Contract Award - NYSEDA anticipates making multiple awards under this PON. It may award a contract based on initial applications without discussion, or following limited discussion or negotiations. Each application should be submitted using the most favorable cost and technical terms. NYSEDA may request additional data or material to support applications.

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

Disclosure Requirement - The Applicant shall disclose any indictment for any alleged felony, or any conviction for a felony within the past five (5) years, under the laws of the United States or any state or territory of the United States, and shall describe circumstances for each. When an Applicant is an association, partnership, corporation, or other organization, this disclosure requirement includes the organization and its officers, partners, and directors or members of any similarly governing body. If an indictment or conviction should come to the attention of NYSEDA after the award of a contract, NYSEDA may exercise its stop-work right pending further investigation, or terminate the agreement; the Applicant may be subject to penalties for violation of any law which may apply in the particular circumstances. Applicants must also disclose if they have ever been debarred or suspended by any agency of the United States Government or the New York State Department of Labor.

I. ATTACHMENTS

Attachment A: Scoring and Evaluation Guide

Attachment B: Quote Information Required

Attachment C: Sample NYSERDA Agreement, including Exhibit E: Payment Request Form

Attachment D: Example Application (All applications must be submitted electronically [here](#)).

Attachment A
Fuel NY Permanent Generator Initiative
Scoring and Evaluation Guide

Each applicant will be evaluated using the criteria listed below; how this application compares with the other applications; and the potential for successful participation in the Initiative. Applicants will be evaluated based on content included in the application. If the application is significantly deficient in one or more of the evaluation criteria, a low score may be given.

All applications will be evaluated based on the following criteria.

PON 3256 – Scoring and Evaluation Guide	
<p>Services: Applicants will be evaluated based on the following:</p> <ul style="list-style-type: none"> • Fuel Types in addition to gasoline, (diesel and other fuels) • Hours of Operation • Coolers • Ice • Retail Food Prep • Dry Goods • Retail Square Footage 	Maximum: 30 Points
<p>Fuel Capacity: Applicants will be evaluated based on the following:</p> <ul style="list-style-type: none"> • Number of dispensers • Quantity of fuel storage 	Maximum: 30 Points
<p>Accessibility The station will be evaluated on ease of access for gas station customers and first responders. This evaluation includes proximity to major highways and potential traffic impacts.</p>	Maximum: 10 Points
<p>Clientele Does the gas station provide fueling services for local and state authorities or emergency responders?</p> <ul style="list-style-type: none"> • Letter(s) of support required to receive scoring points 	Maximum: 10 Points
<p>Cost The application will be evaluated on the requested grant amount (ranging from 90% to 100% of the proposed installed project cost) divided by the size of the generator proposed (requested grant amount /size of the generator; \$/kW).</p>	Maximum: 20 Points

<p>Program Policy Factors The NYSERDA team may consider the following program policy factors in making award selection decisions:</p> <ul style="list-style-type: none"> • The degree to which there is diversity in geographic location to best achieve the overall goals and objectives of the Fuel NY Program. • The degree to which the proposed project optimizes the use of available funding.
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**Attachment B
Fuel NY Permanent Generator Initiative
Quote Information Required**

Electrical Contractor Contact Information

Gas Station Contact Information

Materials and Labor Cost to Install Generator

Description	Cost
Generator	\$
Materials to install generator	\$
Labor ____ hours	\$
Total	\$

Materials and Labor Cost for Additional Work Necessary to Install Generator

Description	Cost
Permitting	\$
Concrete Pad Materials	\$
Concrete Pad Labor	\$
Plumping Materials	\$
Plumbing Labor	\$
Other	\$
Total	\$

Total Cost of Project \$ _____

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

AGREEMENT

1. Agreement Number: _____
2. Subgrantee: _____
3. Project Contact: _____
4. Effective Date: __/__/2016
5. Total Amount of Award: \$
6. Project Period: __/__/2016 – 12/02/2017
7. Commitment Terms and Conditions:

This Agreement consists of this form plus the following documents:

- Exhibit A, Statement of Work;
- Exhibit B, Terms and Conditions;
- Exhibit C, Standard Terms for All NYSERDA Agreements;
- Exhibit D, NYSERDA Prompt Payment Policy Statement; and
- Exhibit E, Payment Request Form.

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

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

By _____

By _____

Name _____

Title _____

**EXHIBIT A
STATEMENT OF WORK**

**Fuel NY
Permanent Generator Initiative**

PLACE OF PERFORMANCE:

This scope of work will be conducted at the following Place of Performance:

Gas Station Number: _____

Gas Station Name: _____

Gas Station Address: _____

DESCRIPTION OF WORK

Owner shall retain the services necessary to provide all labor, equipment and incidentals needed to install a complete and functional permanent backup generator, including necessary accessories. At a minimum, the generator shall be of sufficient capacity to provide power to operate all dispenser and dispensing equipment, life safety systems, environmental monitoring systems, payment-acceptance equipment, and other systems necessary to ensure that the gas station can continue safe fuel sales operations during an electricity outage as outlined in Section 192-h of the NYS Agriculture and Markets law.

Owner shall maintain the generator to ensure operation over the generator's lifetime.

Task #1 – Install Transfer Switch and Generator

- Installation shall be completed by a licensed electrical contractor and shall be in accordance with all applicable local, state and federal regulations and codes.
- Generator shall be installed on concrete pad in an unclassified location of the Gas Station. Concrete pad shall be designed to support the combined weight of Generator, Fuel Tank and Fuel.
- Generator Emissions shall comply with United States Environmental Protection Agency (USEPA) standards for non-road engines and with state and local requirements.
- Applicable building and other permits shall be obtained.
- As needed, inspections shall be coordinated with local building departments and electric utility. All necessary approvals or certifications shall be obtained.
- The generator and electrical system must be properly grounded

Task #2 – Maintain Generator

- Owner shall maintain the generator to ensure operation over the generator's lifetime.

EXHIBIT B
TERMS & CONDITIONS

1. Project Period

The work under this Agreement must be completed and all documentation required to receive payment must be submitted by the end of the Project Period as defined in Item 6 on Page 1 of this Agreement.

2. Amounts Payable

The total possible grant is the amount as detailed in Item 5 of Page 1 of this Agreement (“Total Amount of Award”). The payment will be based on the Exhibit E and attached final invoices showing project cost. NYSERDA will, in no event, pay more than the actual cost of the Project. NYSERDA also reserves the right to seek a refund for grants paid if, at any time, it learns that the Project was not actually or properly installed or has subsequently been disconnected.

3. Payment Request Form:

Upon completion of work, the Subgrantee shall submit to NYSERDA, or its representative, a completed Payment Request Form, attached hereto as Exhibit E with accompanying documentation and such other information as may be requested by NYSERDA.

4. Permits:

It is the responsibility of the Subgrantee to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permission of every nature necessary to perform the Project. Copies of all final approved permits, licenses, easements, waivers and permissions must be submitted with the Payment Request Form.

5. Grants

NYSERDA shall pay the grant in accordance with NYSERDA’s Prompt Payment Policy (Exhibit D) upon the Subgrantee’s meeting the requirements of the Permanent Generator Initiative PON (“Initiative”). These requirements include, but are not limited to; (1) completion of all work set forth in the Statement of Work, (2) submission of all necessary documentation together with the Payment Request Form, and (3) verification by NYSERDA of installation costs and satisfactory installation of the Project.

6. Inspections, Follow-up Visits and On-Site Monitoring

- A. Subgrantee agrees that NYSERDA, or its designee, may make pre- and/or post-installation visits to the Subgrantee’s gas station. Such visit(s) will be at a time convenient to the Subgrantee and made with at least forty-eight (48) hours advance notice to the Subgrantee by NYSERDA or its designee.
- B. Generally, the purpose of the follow-up visit(s) is to evaluate the installed Project in order to verify installation.

7. Indemnification

The Subgrantee shall protect, indemnify, and hold harmless NYSERDA, its members, officers and employees, 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, its members, officers, or employees, or the State of New York resulting from, arising out of or relating to the performance of this Agreement. The obligations of the Subgrantee under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage

8. Insurance

- A. Maintenance of Insurance; Policy Provisions. The Subgrantee, 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:

- (1) except policies in evidence of insurance required under Section B(2) below, name or be endorsed to cover NYSERDA, the State of New York and the Subgrantee as additional insureds;
- (2) provide that such policy may not be cancelled or modified until at least 30 days after receipt by NYSERDA of written notice thereof; and
- (3) be reasonably satisfactory to NYSERDA in all other respects.

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

- (1) 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
- (2) Workers Compensation, Employers Liability, and Disability Benefits as required by New York State.

C. Delivery of Policies; Insurance Certificates. Prior to commencing the Work, the Subgrantee shall deliver to NYSERDA certificates of insurance issued by the respective insurers, indicating the Agreement number thereon, evidencing the insurance required by this Section hereof. In the event any policy furnished or carried pursuant to this Section will expire on a date prior to approval of the Payment Request Form by NYSERDA, the Subgrantee, 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 Subgrantee 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 Subgrantee shall deliver to NYSERDA a certified copy of each policy.

9. No Warranties

- A. NYSERDA does not endorse, guarantee, or warrant any particular manufacturer or product, and NYSERDA provides no warranties, expressed or implied, for any product or services. The Subgrantee's reliance on warranties is limited to any warranties that may arise from, or be provided by contractors, vendors, etc.
- B. The Subgrantee acknowledges that neither NYSERDA nor any of its consultants are responsible for assuring that the design, engineering and construction of the Project is proper or complies with any particular laws, codes, or industry standards. NYSERDA does not make any representations of any kind regarding the results to be achieved by the Project or the adequacy or safety of such measures.

10. Limit of Grants

NYSERDA reserves the right, for any reason, to stop approving grant applications at any time without notice.

11. Release by the Subgrantee

The acceptance by the Subgrantee of payment shall release NYSERDA from any and all claims and liability the Subgrantee, its representatives, and assigns might otherwise have relating to this award.

12. Title to Equipment

Title to all of the equipment purchased under this Agreement shall vest with the Subgrantee.

13. Removal of Equipment

The Subgrantee agrees, as a condition of participation in the Initiative, to remove and dispose of any equipment being replaced by the Project in accordance with all laws, rules, and regulations.

14. Compliance with Hazard Mitigation Grant Program Requirements

The Subgrantee agrees as follows:

1. The Subgrantee acknowledges that actions initiated and/or completed without fulfilling the specific documentation and procedural requirements of the National Environmental Policy Act ("NEPA") may not be considered for HMGP funding. Only in rare situations, where actions were initiated in an emergency situation to prevent or reduce an immediate threat to life, health, property or severe economic losses can exceptions be considered, if otherwise eligible. However, no application can be considered for HMGP funding that was initiated prior to the receipt of NYSERDA's HMGP Application by the New York State Office of Emergency Management.
2. The Subgrantee acknowledges that to retain eligibility for HMGP funding, the Subgrantee may not initiate work on this Project prior to NYSERDA approval. Furthermore, that as a condition of any Project approval; the Subgrantee acknowledges that they are responsible for obtaining all required permits prior to project initiation. Copies of all permits are to be forwarded to NYSERDA. Any modifications to the approved Statement of Work must be submitted to NYSERDA for approval.
3. The Subgrantee acknowledges that Federal Emergency Management Agency ("FEMA") regulations prevent the duplication of benefits ("DOB") (e.g., requesting payment for an item if the property owner has already filed a claim for insurance or other Federal assistance for the same damaged item.) Other types of federal assistance that have been received or are anticipated for this project have been identified.
4. All station owners/Subgrantees must maintain all transfer switches and generators in working order, subject to fine or other sanction. This Maintenance Agreement does not replace, supersede, or add to any other maintenance responsibilities imposed by any Federal law or regulation which are in force on the date of project award.
5. Subgrantee will comply with all applicable codes and standards as pertain to this Project and agree to provide all appropriate project maintenance.
6. Subgrantee will comply with all applicable provisions of federal and state law and regulations with regard to the procurement of goods and services.
7. Subgrantee will comply with all federal and state statutes and regulations relating to non-discrimination.
8. Subgrantee will not enter into contracts with any party debarred or suspended from participating in federal assistance programs.

15. Compliance with Certain Laws

Subgrantees will be required to meet any additional Federal requirements imposed by the agencies providing grant funds for this project.

16. Audit

The Subgrantee shall keep, maintain, and preserve for a period of five (5) years after receipt of the grants, full and detailed books, accounts, and records pertaining to the performance of this Agreement. NYSERDA shall have the right from time to time and at all reasonable times during this period to inspect and audit any and all books, accounts and records at the office or offices of the Subgrantee where they are then being kept, maintained and preserved. Any payment

made under this Agreement shall be subject to retroactive reduction for amounts included therein that are found by NYSERDA on the basis of any audit of the Subgrantee by an agency of the United States, State of New York or NYSERDA not to constitute an allowable change or cost hereafter.

17. Entire Agreement

This Agreement (the Application, Exhibit A Statement of Work, Exhibit B Terms and Conditions, Exhibit C Standard Terms and Conditions for All NYSERDA Agreements, Exhibit D NYSERDA Prompt Payment Policy Statement, Exhibit E Payment Request Form) is the entire agreement between the parties and supersedes all other communications and representations.

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. **PROPRIETARY INFORMATION.** Notwithstanding any provisions to the contrary in the Agreement, Subgrantee 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, Subgrantee 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 Subgrantee considers a proprietary and/or confidential trade secret, Subgrantee shall fully identify and plainly label the information "confidential" or "proprietary" at the time of disclosure. By so marking such information, Subgrantee represents that the information has actual or potential specific commercial or competitive value to the competitors of Subgrantee. 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 (<https://www.governor.ny.gov/freedom-information-law-foil-requests>) and NYSERDA's Regulations, Part 501 (<http://www.nyserda.ny.gov/en/About/-/media/Files/About/Contact/NYSERDA-Regulations.ashx>).

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

3. **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.

4. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law and Rules ("CPLR"), Subgrantee hereby consents to service of process upon it by registered or

certified mail, return receipt requested. Service hereunder shall be complete upon Subgrantee's actual receipt of process or upon NYSERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Subgrantee 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. Subgrantee will have thirty (30) calendar days after service hereunder is complete in which to respond.

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.¹

(b) This Exhibit applies generally to payments due and owing by the NYSERDA to the Subgrantee 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 Subgrantee 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 Subgrantee setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating documentation, as NYSERDA may reasonably require, including but not limited to any requirements set forth in Exhibits A or B to this Agreement; and addressed to NYSERDA's Controller, marked "Attention: Accounts Payable," at the Designated Payment Office.

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

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

¹ 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/NYSERDA-Regulations.ashx>

(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 Subgrantee has invoiced NYSERDA for the portion working, completed or delivered, NYSERDA will not be in Receipt of an Invoice until the specified minimum amount of the systems, goods, property or services are working, completed or delivered.

(h) "Set-off" means the reduction by NYSERDA of a payment due a Subgrantee by an amount equal to the amount of an unpaid legally enforceable debt owed by the Subgrantee 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 Subgrantee 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 Subgrantee 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 Subgrantee 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 Subgrantee. 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 Subgrantee 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 Subgrantee 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. Subgrantee 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 Subgrantee 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 Subgrantee 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
Fuel NY Permanent Generator Initiative
Payment Request Form

This document contains a checklist of the items to be returned by the Applicant for payment through the NYSERDA Fuel NY Permanent Generator Initiative grant process. Once installation is complete, please complete the information shown below and return the completed form along with the requested supporting documentation.

Station Information:

Contact Name: _____

Name of Station: _____

Station ID# (if applicable): _____

Contract #: _____

Physical Address

Street 1: _____

Street 2: _____

City: _____

County: _____

State: _____

Zip Code: _____

Mailing Address (if different from above)

Street 1: _____

Street 2: _____

City: _____

County: _____

State: _____

Zip Code: _____

Requested Percentage of Reimbursement: _____%

Requested Amount of Reimbursement: \$_____

Did total project cost exceed quote amount? Yes No

Would you like the check made out to you alone or would you like a two-party check made out to you and your contractor?

Applicant only

Two-party check to applicant and contractor

If you checked the box to request issuance of a two-party check, then you must submit a W-9 Form completed by your contractor

Date Installation Started _____

Date Installation Completed _____

Technical Information – attach a copy of each of the required documents

Manufacturer’s cut sheet for Switch, Connection, and Generator (as applicable)

Code certifications

Size of the emergency generator installed _____

Invoicing Information

1) Attach Itemized Invoices:

- a) Materials
 - i) Quantity
 - ii) Make/Model/Manufacturer/Serial number
 - (1) Transfer switch, if needed
 - (2) Generator
 - iii) Unit Cost
 - iv) Total Cost
- b) Labor
 - i) Function/Title
 - ii) Hours Worked
 - iii) Hourly Rate
 - iv) Total Cost
- c) Additional Work, if necessary
 - i) Permitting
 - ii) Concrete
 - iii) Plumbing
 - iv) Other

Attachment D
Example Application*

*All applications must be submitted online [here](#).
Hard copies mailed or faxed will not be accepted.
Below is an example of the online application.
For assistance, please call 855-323-3030.

• Permanent Generator Initiative Application

I. Applicant Information

- Name *

First Name

Last Name
- Email *
- Phone *
- Address *
- City *
- State *
- County *
- Zip Code *
- Business Name (as it appears on federal tax returns) *
- Is the business' Taxpayer Identification Number (TIN) a Federal Employer Identification Number (FEIN) or the Social Security Number (SSN) of an owner? *
 FEIN SSN
- Business FEIN *

Do not enter any dashes, or SSN.
- If your business uses a personal Social Security Number, you will be contacted with further instructions when your application is reviewed.
- Is your business a New York State Women or Minority-owned Business? *
 Yes No

II. Gas Station Information

- Gas station name *
- Physical address of gas station *
- City *

- County *

- Zip Code *

- Electric Utility Provider *

Con Edison LIPA Orange-Rockland Central Hudson

Other:

- Is the applicant the property owner? *

Yes No

- Applicant will need to demonstrate they have received authorization from the property owner to make changes to the building. To include the attachment, see the Required Documents section below.

• Generator Installation

- What is the anticipated size of your generator installation? (kW) *

- Will the generator provide power to the entire facility? *

Yes No

- What is the anticipated total cost of labor for your installation? *

\$

- What is the anticipated hours of labor for your installation? *

- What is the anticipated total cost of the generator and materials for your installation? *

\$

- What is the anticipated total cost of your installation? *

\$

A quote will need to be attached to the end of this application showing a breakout of materials and labor.

- NYSERDA will cover up to 100% of selected project's cost. What percentage are you requesting from NYSERDA? *

Enter 90% to 100%. Your project cost and cost share percentage will affect the score you receive in the selection process.

• Services and Capacities

- Indicate the number of dispensers and the total storage capacity for each type of fuel. See below for a photograph of a typical fuel dispenser.

Note: A single dispenser can fuel two vehicles at the same time.

- Enter the number of dispensers that only pump GASOLINE: *

- Enter the number of dispensers that only pump DIESEL fuel: *

- Enter the number of dispensers able to pump both GASOLINE and DIESEL fuel: *

- GASOLINE storage capacity (gallons): *

- DIESEL storage capacity (gallons): *
- Can the gas station dispense a type of fuel other than gasoline or diesel? *
Yes No
- If yes, indicate the type of OTHER fuel provided at station: *
Compressed Natural Gas Kerosene Propane E85
- Enter the number of dispensers for OTHER FUEL: *
- Kerosene storage capacity (gallons) *
- Compressed Natural Gas storage capacity (gallons) *
- Propane storage capacity (gallons) *
- E85 storage capacity (gallons) *

- Please describe your hours of operation: *

- Does the gas station have a convenience store? *
 Yes No
- Approximate size of convenience store in square feet. *
- Which additional service(s) does your station have: *
 Coolers Ice Retail Food Prep Dry Goods
 Other:

- Is this gas station a location used for fueling by local or state authorities or emergency responders? *
 Yes No
- If "yes", letter(s) from the corresponding agency, confirming this, will need to be submitted at the end of this application. This will increase the gas station's competitive scoring.

III. Required Documentation

- Women or Minority Owned Business Certification *
Note: While your form data will be encrypted, **file uploads are stored unencrypted** and will be hosted publicly on a 3rd party CDN.
- Consent from property owner to make changes to the building *
Note: While your form data will be encrypted, **file uploads are stored unencrypted** and will be hosted publicly on a 3rd party CDN.
- Letter(s) from agency confirming location is used for fueling by local or state authorities or emergency responders. *
Note: While your form data will be encrypted, **file uploads are stored unencrypted** and will be hosted publicly on a 3rd party CDN.

- Quote from Installer to complete permanent generator installation. *

Note: While your form data will be encrypted, **file uploads are stored unencrypted** and will be hosted publicly on a 3rd party CDN.

See example quote, attached to the PON, to make sure all required items are included in the quote.

- Signed Signature Page (print and sign the next page and attach it here) *

Note: While your form data will be encrypted, **file uploads are stored unencrypted** and will be hosted publicly on a 3rd party CDN.

IV. Applicant Signature

- The Applicant understands that this Application will not be approved if the requirements of the Permanent Generator Initiative are not met. The Applicant understands that payment will be contingent on meeting all the terms and conditions of the Permanent Generator Initiative. Payment will be issued to the Applicant. By submitting this Application, the Applicant agrees to allow
any federal, state, local governmental agency or authority that has or is providing emergency storm recovery funding for damage sustained as a result of the storms to share its information with NYSERDA and its agents relevant to flood recovery funding; and (d) NYSERDA and its agent's access to any and all books and records NYSERDA may require to monitor compliance. Any information shared as a result of this agreement shall not be available for disclosure or inspection under the NYS Freedom of Information Law, Public Officers Law, Article 6.

Except as required by applicable law or regulations, NYSERDA and its agents will endeavor to maintain the confidentiality of all identifying and proprietary information submitted as part of the application. Notwithstanding the foregoing, such information may be made available to NYSERDA staff and designated individuals that are processing the application and to federal, state or local officials and to auditors evaluating the Permanent Generator Initiative and others as NYSERDA may deem to be required in accordance with applicable law and regulations, including judicial orders and subpoenas.

The NYS Freedom of Information Law, Public Officers Law, Article 6, provides for public access to information NYSERDA possesses. Public Officers Law, Section 87(2)(d) provides for exceptions to disclosure for records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." Information submitted to NYSERDA that the Applicant wishes to have treated as proprietary, and confidential trade secret information, should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to exempt it from disclosure, including a written statement of the reasons why the information should be exempted. See Public Officers Law, Section 89(5) and the procedures set forth in 21 NYCRR Part 501

<http://nyserderda.ny.gov/~media/Files/About/Contact/NYSERDA-Regulations.ashx>. However, NYSERDA cannot guarantee the confidentiality of any information submitted.

The Applicant may be obligated to repay any assistance received in the event: (a) its application, including any information provided therewith or thereafter, contains any material misrepresentations; or (b) the assistance was made in error and the applicant is not entitled to assistance under the Permanent Generator Initiative; or (c) additional assistance is received for the same purpose from any other grant or other assistance from the local, state or federal governments, third-party private assistance, loans and/or insurance.

NYSERDA and its agents will conduct site visits and audit applications on a random or specified basis for a period extending to six years after the final disbursement of assistance. NYSERDA and its agents reserve the right to contact contractors, vendors, insurance companies and other federal, state and local government agencies to confirm information included, or that should have been included, in the application.

I give consent and authorize NYSERDA and its representatives to make any and all inquiries necessary to verify the information provided herein. This information includes, but is not limited to, direct contact with my current and previous landlords, employers, credit holders, credit references, financial institutions, neighbors or police departments.

The undersigned attests that, to the best of my knowledge and belief, all statements in the application, including all attachments hereto and any affidavits, certifications or supplementation information provided herewith, are accurate and complete. I understand that the submission of inaccurate or fraudulent information may be grounds for denial or recapture of any assistance to be provided hereunder, and may be punishable by criminal, civil or administrative penalties.

I have read and agree to all Permanent Generator Initiative information. I understand that I am obliged to comply with local, state and federal regulations and to obtain all necessary approvals and permits. I release NYSERDA and its agents from any and all claims arising from this project.

Under penalties of perjury, the Applicant certifies that:

1. The Applicant is not subject to backup withholding because: (a) the Applicant is exempt from backup

withholding, or (b) the Applicant has not been notified by the Internal Revenue Service (IRS) that they are subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Applicant that they are no longer subject to backup withholding, and
2. The Applicant is a U.S. citizen; U.S. resident alien; or a partnership, corporation, company, or association created or organized in the U.S. or under the laws of the U.S.

- I understand that by checking the "I Agree" box: (1) I am applying for assistance hereunder; and (2) I am duly authorized to execute any and all documents on behalf of the business owner, in connection with this application. I attest that, to the best of my knowledge, all statements in this application, including all schedules, appendices and additional information submitted in connection herewith, are accurate and complete. *

I Agree

- Signature *

- Signature *

Signature

Use your mouse or finger to draw your signature above

- Title *

- Date/Time *

- **Note: To complete this application you will need to print this page, sign, scan, and attach the digital file to this application per the last item of the previous section, "Required Documents".**