

**Regional Greenhouse Gas Initiative – Competitive
Greenhouse Gas Reduction Program (RFP 3172)**

**STANDARD PERFORMANCE CONTRACT
AGREEMENT**

BETWEEN

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

AND

**[CONTRACTOR]
Agreement #**

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AGREEMENT

This Standard Performance Contract Agreement (hereinafter referred to as the "Agreement"), dated and effective as of the ___ day of _____, 201_ ("Effective Date") by and between the New York State Energy Research and Development Authority (hereinafter referred to as "NYSERDA") with its principal office located at 17 Columbia Circle, Albany, New York, 12203-6399, and _____ [Contractor], (hereinafter "Contractor") with offices located at _____. NYSEDA and the Contractor may be individually referred herein as a "Party" and collectively as the "Parties."

In consideration of the mutual promises and agreements herein expressed, NYSEDA and the Contractor hereby agree as follows:

ARTICLE 1: DEFINITIONS

§1.1. 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.

Actual Annual Emissions (tons CO₂e): The annual measured emissions at the Bid Unit during the Performance Period as measured and verified through Continuous Emissions Monitoring System (CEMS) data or use of equivalent measurement protocols under 6 NYCRR Part 242. Any conversion of greenhouse gas to CO₂e shall use the Global Warming Potentials published by the Intergovernmental Panel on Climate Change, Fourth Assessment Report, the Physical Science Basis (Working Group I), chapter 2, pages 212 and 213, 2007.

Actual Annual Generation (MWh): Actual measured generation in MWh by the Bid Unit in a given Contract Year.

Actual Emissions Rate (tons CO₂e / MWh): Calculated by dividing Actual Annual Emissions by Actual Annual Generation for the same Performance Period.

Adjusted Baseline Emissions (tons CO₂e): A calculation of the Bid Unit's baseline emissions prior to the modification corrected for the Actual Annual Generation in a given Contract Year. Calculated by multiplying the Actual Annual Generation by the Baseline Emissions Rate.

Application Package: The bid proposal and all associated material submitted by the Contractor for competitive review.

Application Package Checklist: Checklist required as the first page of the bid proposal.

Baseline Average Annual Emissions (tons CO₂e): The average annual measured emissions at the Bid Unit for any consecutive two years within the five-year period immediately prior to December 31, 2015.

Baseline Average Annual Generation (MWh): The average annual measured electric generation at the Bid Unit for the corresponding two-year period used to calculate the Baseline Average Annual Emissions.

Baseline Emissions Rate (tons CO₂e / MWh): The average measured emissions per MWh of electrical energy produced at the Bid Unit(s) for any consecutive two years within the five-year period immediately prior to December 31, 2015. Calculated by dividing Baseline Average Annual Emissions by the Baseline Average Annual Generation.

Bid Facility: The electric generation station where the Bid Unit is located.

Bid Price: A single fixed production payment, expressed in \$/short ton CO₂e reduced as expected due to the proposed technology demonstration and offered as performance throughout the Contract Delivery Term.

Bid Unit: The single power generation system or Bid Facility affected by the technology demonstration.

Bid Unit Modification: The technology proposed to demonstrate a reduction of CO₂e emissions from the power generation system.

Bid Unit Commissioning: A process executed by the NYSERDA Project Manager wherein confirmation is obtained by NYSERDA that the Bid Unit Modification has entered service and was completed in the manner proposed to NYSERDA. Bid Unit Commissioning is executed by the NYSERDA Project Manager and will entail site visits to witness project progress and hardware/software installation. The NYSERDA Project Manager will confirm that the Bid Unit Modification has entered service and was completed in the manner proposed to NYSERDA.

Bid Unit Commissioning Milestone Date: The date by which Bid Unit Commissioning is to be achieved. This date shall be no later than December 31, 2017.

Bidder: An entity submitting a bid proposal in response to this RFP. Such entity must be the owner of the Bid Unit or an individual with authorization to commit the Bid Unit's organization to the proposal as submitted.

Calculated Emissions Reduction (tons CO₂e): The calculated improvement in GHG emissions at the Bid Unit as a result of the modification. Calculated by subtracting the Actual Annual Emissions for a given Contract Year from the Adjusted Baseline Emissions.

CO₂ equivalent (CO₂e): The tons of a given greenhouse gas multiplied by its global warming potential (GWP).

Contract Delivery Term: The Contract Delivery Term will commence on the first day of the month after the first full quarter following Bid Unit Commissioning.

Contract Year: A 12-month period commencing with the beginning of the Contract Delivery Term and each anniversary thereof within the Performance Period.

Effective Date: The date appearing in the first paragraph of the executed Agreement.

Eligible Technologies: Commercially available technologies with proven efficiency and GHG reduction performance as well as underutilized/innovative technologies which have a high probability of meeting efficiency and GHG reduction objectives.

Expected Annual Emission Rate (tons CO₂e / MWh): The reduction in the rate of GHG emissions at the Bid Unit expected to result from the Bid Unit Modification.

Expected Annual Emission Reduction (tons CO₂e): The difference between the Baseline Average Annual Emissions and the multiplicative product of the Baseline Average Annual Generation and the Expected Annual Emissions Rate.

Global Warming Potential: A measure of the radiative efficiency (heat-absorbing ability) of a particular gas relative to that of carbon dioxide (CO₂) after taking into account the decay rate of each gas (the amount removed from the atmosphere over a given number of years) relative to that of CO₂. Global warming potentials used in this Part are consistent with the values used in the Intergovernmental Panel on Climate Change, Fourth Assessment Report, the Physical Science Basis (Working Group I), chapter 2, pages 212 and 213, 2007. <https://www.ipcc.ch/pdf/assessment-report/ar4/wg1/ar4-wg1-chapter2.pdf>

GHG: Greenhouse Gas

Greenhouse Gas Emissions: Gases that trap heat in the atmosphere and include carbon dioxide, methane, nitrous oxide and fluorinated gases

Inside the Fence: The Bid Unit Modification is limited to deployment within the immediate property of the single power generation facility (Bid Facility).

Maximum NYSERDA Incentive: For any given project awarded under RFP 3172, NYSERDA will only fund at a total level up to \$13,500,000.

Maximum Annual Performance Payment: The maximum performance payment that NYSERDA will pay for any Contract Year and is equal to 20% x Total Expected Project Payment.

Modified Bid Unit: The Bid Unit after installation of the Bid Unit Modification

Nameplate Capacity: The gross generating capacity of the Bid Unit, in MWe.

Performance Payment: A payment made by NYSERDA to the Contractor at an amount of up to 20% of the Total Expected Project Payment upon demonstration of meeting the Expected Annual Emission Reduction for any one of the three Contract Years.

Performance Period: A period of three (3) Contract Years commencing with the first full quarter following Bid Unit Commissioning to align with the quarterly DEC CEM report.

Power Generation Facility: A facility that generates electricity for transmission and distribution to satisfy electric load demand.

Project: The Bid Unit Modification

Regional Greenhouse Gas Initiative (RGGI): RGGI is a cooperative effort by several Northeast and Mid-Atlantic states. RGGI is the first mandatory, market-based effort to limit greenhouse gas emissions in the United States.

Short Ton: A unit of mass equal to 2,000 pounds.

Standard Form Contract: The standard contractual document to be entered into by NYSERDA and selected Bidders, which shall define, among other things, their rights and obligations concerning the reduction in emissions resulting from the Bid Unit Modification and the payments by NYSERDA during the term of the agreement.

Total Expected Project Payment: The maximum funding award allowable for the proposed GHG reduction project. It is the multiplicative product of the Bid Price, the Expected Annual Emissions Reduction, and the Performance Period of 3 years. This payment is not to exceed \$13,500,000.

Up-Front Payment: The first payment to be paid upon operation and completed commissioning of the Bid Unit Modification as witnessed by the NYSERDA Project Manager. This payment will be 40% of the Total Expected Project Payment.

ARTICLE 2: PROJECT ORGANIZATION

§2.1. Project Organization. The Project contemplated herein shall be implemented in accordance with the Agreement and in two phases: Installation and Performance. The Installation Phase shall begin with the Effective Date and will include the procurement, installation and commissioning of the Bid Unit Modification set forth in the approved Application Package, and preparation and approval of the Bid Unit Commissioning Report. The Performance Phase shall begin upon approval by NYSERDA of the Bid Unit Commissioning Report and will continue through the three-year Contract Delivery Term.

§2.2. Project Term. The Project term of this Agreement shall begin on the Effective Date and continue until the end of the Performance Phase, unless extended or terminated under the terms hereof.

§2.3. Extensions of Time. The Project term or other milestones or deadlines for submittal of documentation to NYSERDA included in this Agreement may be extended for good cause at NYSERDA's discretion. As used herein, "good cause" means an unanticipated circumstance or event, which despite the due diligence of the Contractor, renders compliance with Project term or other deadline impracticable. A request for an extension should be submitted in writing to NYSERDA no less than 30 calendar days prior to the expiration of the applicable deadline. The request for extension must describe the reasons for the delay and the expected timeframe to meet all the milestones in the Agreement. Extensions may be granted or denied at NYSERDA's sole discretion. Any such extension shall be communicated in writing by NYSERDA's Contract Administrator. NYSERDA may terminate this Agreement upon the failure of the Contractor to conform to these requirements or to complete any milestone by the listed milestone time limit.

§2.4. Modification. This Agreement may be modified to effect changes in the Bid Unit Modification and associated Expected Annual Emission Reduction or in any other parts of the Agreement, when such modifications are determined to be warranted by both NYSERDA and the Contractor and are incorporated in a written modification duly executed by both parties. Any request for a modification should be submitted in writing to NYSERDA no less than 30 days prior to any deadlines proposed to be affected by such modification. Approval or denial of any modifications by NYSERDA shall be at NYSERDA's sole discretion.

§2.5. Manner of Performance. The Contractor shall perform its responsibilities under this Agreement in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Agreement. The Contractor shall perform all responsibilities in accordance with the current professional standards and with the diligence and skill expected for the performance of work of the type described in this Agreement. The Contractor shall furnish such personnel and shall procure such materials, supplies, equipment and other items as may reasonably be necessary or appropriate to perform its responsibilities in accordance with this Agreement. Operation of the Bid Unit Modification must conform to the eligibility requirements imposed by the RGGI CGGR Program.

ARTICLE 3: MILESTONES TO PROCUREMENT AND INSTALLATION

This Article defines milestones leading to procurement and successful installation of the Bid Unit Modification. NYSERDA may terminate this Agreement for failure to complete the milestones by the listed milestone time limits. If the Contractor finds it necessary to seek an extension to any of the milestone time limits listed in this Article, a request for an extension should be submitted in writing to NYSERDA no less than 30 calendar days prior to the expiration of the applicable deadline. The provisions of Section 2.3 of Article 2 shall govern the granting or denial of extension requests.

§3.1. Procurement. The Contractor shall provide a procurement milestone schedule for procurement of major equipment that will support a Bid Unit Commissioning Milestone Date of no later than December 31, 2017. Procurement of major equipment must be completed in accordance with the procurement milestone schedule, and sufficient documentation of procurement must be provided to NYSERDA. Major equipment includes any hardware or controls to be installed as part of the Bid Unit Modification. Sufficient documentation of Procurement may include but may not be limited to invoices, Bills of Lading, etc.

§3.2. Installation. The Contractor shall be responsible for the installation of the Bid Unit Modification to support a Bid Unit Commissioning Milestone Date of no later than December 31, 2017.

§3.3. Bid Unit Commissioning. The Contractor shall be responsible for the Bid Unit Commissioning no later than December 31, 2017, which shall include documentation of satisfactory operation of the Bid Unit Modification.

§3.4. Bid Unit Commissioning Report. A Bid Unit Commissioning Report must be completed and submitted to NYSERDA within 18 months of the Effective Date; such Report must be prepared in accordance with the requirements of Exhibit D, and must sufficiently document that Installation and Bid Unit Commissioning have been completed. NYSERDA will provide notice of approval of the Bid Unit Commissioning Report or will request additional information within 60 days of receipt. NYSERDA will review the Bid Unit Commissioning Report and either approve the report as submitted, approve it with minor revisions, or reject it. If the Bid Unit Commissioning Report is rejected, the Contractor will be provided with a period of 60 calendar days from the date of rejection to provide necessary information and resolve all outstanding issues with NYSERDA.

Contractor shall be responsible for the acquisition and maintenance, at its own cost, of any and all permits, approvals, licenses, easements, waivers and permissions of every nature necessary to perform the Project. In addition, note that any modification to a Power Generation Facility that may be subject to New Source Review (NSR)/Prevention of Significant Deterioration (PSD) under 6 NYCRR Part 231 is the responsibility of the Contractor.

ARTICLE 4: EMISSION RATE VERIFICATION

§4.1. Emission Rate Verification Plan. The Contractor must develop a written Emission Rate Verification Plan to verify GHG emissions using a CEMS recorder or equivalent measurement protocol. The Emission Rate Verification Plan must be received and approved by NYSERDA prior to submittal (or payment) of any invoices for Performance Payments. The Contractor shall be responsible to provide the instrumentation (sensors and meters) and communications capability specified within the approved Emission Rate Verification Plan; all Emission Rate Verification activities shall be conducted in accordance with the approved Emission Rate Verification Plan and the CEMS or equivalent measurement protocol under 6NYCRR Part 242, post bid modification.

ARTICLE 5: REPORTS

§ 5.1 Progress Reports. On a bi-monthly or more frequent schedule beginning with the Effective Date and continuing up to Bid Unit Commissioning, Contractor shall provide written reports to NYSERDA, which reports shall be in letter form, and which shall describe at a minimum (1) Contractor's progress in obtaining and securing all required environmental or other permits and/or local approvals; (2) the status of development and/or construction planning or activities with regard to the Bid Unit Modification; (3) purchases, delivery, and/or installation of any major equipment associated with the Bid Unit Modification. Such reports shall also include copies of any permits or approvals granted and/or copies of any correspondence of any type denying or refusing any permit or approval.

§5.2. Annual Performance Reports.

Within 30 days from the end of the first Contract Year, the Contractor must submit an Annual Performance Report to NYSERDA, which will become the basis for the first Performance Payment. Annual performance reporting shall be in accordance with Exhibit D. Annual Performance Reports must also be submitted to NYSERDA within 30 days from the end of the second and third Contract Years. The Contractor shall be responsible for ensuring that data provided in the Annual Performance Reports accurately represents the operation of the historical baseline emissions data as well as actual emissions from the CEMS recorder or equivalent measurement protocol (under 6 NYCRR Part 242) post Bid Unit Modification.

ARTICLE 6: Auditing

§6.1 Audits. NYSERDA shall have the right from time to time and at all reasonable times during the term of the Agreement and such period thereafter to inspect and audit any and all books, accounts and records pertaining to Contractor's performance under this Agreement, at the office or offices of the Contractor where they are then being kept, maintained and preserved. If such books, accounts and records are not kept at an office within the State of New York, within a reasonable time of a request by NYSERDA, Contractor shall make such books, accounts and records available to NYSERDA at NYSERDA's offices or at an agreed upon location within the State of New York. Any payment made under this Agreement shall be subject to retroactive adjustment (reduction or increase) regarding amounts included therein which are found by NYSERDA on the basis of any audit of the Contractor by an agency of the United States, the State of New York or NYSERDA not to constitute a properly invoiced amount.

§6.2 Prior Notice. NYSERDA may choose to visit the Bid Unit Facility to verify that the information provided in the Annual Performance Report is accurate with regard to project equipment, site conditions, and monitoring configurations. These inspections may occur at any time after project installation. Should NYSERDA decide to inspect a site, NYSERDA will contact the Contractor to schedule the inspection. In other words, an inspection may occur without advance notice given to the Contractor. If the Emission Rate Verification activities are found to be different from those represented in either the Emission Rate Verification plan or the Annual Performance Report, NYSERDA may refuse any further incentive payments. If NYSERDA deems an inspection necessary, an Annual Performance Report that is under review will not be approved until the inspection has been completed.

ARTICLE 7: PAYMENTS

§7.1. Invoicing. Payments may be requested by the Contractor by submitting an invoice to NYSERDA. Invoices must be accompanied by all additional required information and documentation. NYSERDA shall make payments to the Contractor in accordance with terms of this Agreement and subject to its Prompt Payment Policy Statement, which is attached hereto as Exhibit C. No invoice may be submitted and no payment will become payable unless and until NYSERDA has approved Contractor's Emission Rate Verification Plan. NYSERDA will not be liable for payment of any invoices if received more than 90 days after the expiration of the Contract Delivery Term.

§7.2. Up-Front (Installation) Payment Distribution.

The first payment will be made after installation of the Bid Unit Modification and completed Bid Unit Commissioning as witnessed by the NYSERDA Project Manager. This payment will be 40% of the Total Expected Project Payment and is payable upon acceptance by NYSERDA of the Bid Unit Commissioning Report.

§7.3. Performance Payment Distribution.

Once Bid Unit Commissioning is complete, the Contract Delivery Term will commence starting with the first full quarter following Bid Unit Commissioning to align with the quarterly DEC CEM report. NYSERDA will make payments for Actual Annual Emissions Reductions based on annual invoicing, for each Contract Year during the Performance Period. Such invoices shall be

addressed to the attention of "Accounts Payable," and shall include a statement of the amount due and payable by NYSERDA to the Contractor, which amount shall be calculated in accordance with Exhibit A to this Agreement. All such invoices must and shall be accompanied by the Annual Performance Report for the Contract Year.

Performance Payments will be made in accordance with the performance payment and adjustment methodology contained in Exhibit A to this Agreement and in accordance with NYSERDA's Prompt Payment Policy (Exhibit C to this Agreement).

Contractor shall be notified by NYSERDA in accordance with Section 504.4 of such Exhibit C to this Agreement, of any information or documentation that the Contractor did not include with such invoice.

ARTICLE 8: FORCE MAJEURE

§8.1. 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, or 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. Failure by Contractor to obtain or secure any permit or approval or delay in obtaining any permit or approval of any sort with regard to Contractor's performance under the Agreement shall not constitute a force majeure event.

ARTICLE 9: TERMINATION

§9.1. This Agreement shall remain in effect for the Project Term defined in Section 2.2, unless there is an event of default and the Agreement is terminated in accordance with this Article. Events of default include either Party's breach of any provision of this Agreement, including provisions incorporated by reference, and including, but not limited to, the following:

- a. failure of the Contractor to perform its responsibilities in a timely manner, including, but not limited to, failure to provide the required submittals within the required time frames, including responses to requests for clarification or additional information, or failure to complete the required tasks within the time limits and manner set forth in this Agreement;
- b. failure of the Contractor to provide NYSERDA sufficient access to the Bid Unit Facility for inspection and/or observation of the Contractor's Emission Rate Verification activities;
- c. failure of the Contractor to cure any deficiency in a material term or cure any material breach of this Agreement within 30 calendar days after written notice;
- d. failure of the Contractor to acquire or maintain any necessary permit, license or failure to maintain Insurance as required under this Agreement;
- e. assignment or subcontracting of all or part of the Contractor's obligations required under this Agreement without NYSERDA's prior written permission, except that the Contractor shall not be required to obtain NYSERDA approval to subcontract all or part of the work;
- f. submittal by the Contractor of false, misleading or incorrect information; and
- g. failure by NYSERDA to make payments due pursuant to the terms of this Agreement to the Contractor within the time limits set forth in this Agreement.

§9.2. Once an event of default occurs, and at any time thereafter so long as the default continues, the non-defaulting Party may, by written notice to the defaulting Party, specify the nature of such default, and declare this Agreement to be in default. The defaulting Party must remedy the default within the time specified in the written notice of default, or 30 calendar

days from the date such written notice was given if no time is specified, or within any further period to which the parties may agree. In no event, however, will the defaulting Party be required to remedy a default in less than 30 calendar days from the date the written notice of default was given.

§9.3. Notwithstanding the provisions of this Article, NYSERDA may terminate this Agreement on notice, and without providing an opportunity for cure, for Contractor's failure to fulfill, adhere to, or comply with the provisions of Article 3.

§9.4. If the defaulting party fails to cure its default within the appropriate time period, the non-defaulting party may terminate this Agreement at any time thereafter and, without a waiver of any other remedies which exist in law or equity, exercise at its election, any other rights or remedies it may have under this Agreement, at law or in equity, or institute other proceedings including but not limited to bringing an action or actions from time to time for specific performance, for the recovery of amounts due and unpaid, and for damages.

ARTICLE 10: INDEMNIFICATION

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

ARTICLE 11: INSURANCE.

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

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

§11.2. 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.
- b. Workers Compensation, Employers Liability, and Disability Benefits as required by New York State.

§11.3. Delivery of Policies; Insurance Certificates. Prior to commencing the Work, the Contractor shall deliver to NYSERDA certificates of insurance issued by the respective insurers, evidencing the insurance required by this Article. In the event any policy furnished or carried pursuant to this Article will expire on a date prior to the termination date established under Article 2 hereof, the Contractor, not less than thirty (30) calendar 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, the Contractor shall, upon request, deliver to NYSERDA a certified copy of each policy.

ARTICLE 12: WARRANTIES AND GUARANTEES

§12.1. Each Party warrants and guarantees to the other that:

- a. it has all requisite power, authority, licenses, permits and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder;
- b. its execution, delivery and performance of this Agreement have been duly authorized by, or is in accordance with, its organizing instrument, and this Agreement has been duly executed and delivered for it by the signatories authorized, and it constitutes its legal, valid and binding obligation;
- c. its execution, delivery and performance of this Agreement shall not result in a breach or violation of, or constitute a default under, any agreement, lease, or instrument to which it is a party or by which it or its properties may be bound or affected; and
- d. it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

§12.2. The Contractor also warrants and guarantees that:

- a. it is financially and technically qualified to perform the Project;
- 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 Project shall be in accordance with sound and currently accepted engineering practices;
- d. neither the Contractor nor any of its employees, agents, representatives or servants has actual knowledge of any patent, copyright or trademark 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 Project or any part thereof infringes any patent, copyright, or trademark or otherwise interferes with any other right of any individual, corporation, association or partnership, organization, business or a government or political subdivision thereof, or any governmental agency or instrumentality;
- e. it has no actual knowledge that there are existing undisclosed or threatened legal actions, claims, or encumbrances, or liabilities that may adversely affect the Project or NYSERDA's rights hereunder;
- f. 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 Project;
- g. it has no, and shall not obtain during the course of this Agreement any, interest, financial or otherwise, direct or indirect, nor is it engaged in any business or transaction or professional activity, nor has it incurred any obligation of any nature, which is in substantial conflict with the rendering of services under this Agreement; and
- h. it shall exercise reasonable care to achieve commercial standards of fitness for the Customer's use of the equipment that is installed in connection with the Project.

ARTICLE 13: COMPLIANCE WITH CERTAIN LAWS

§13.1. Governing Law/Venue. This Agreement shall be interpreted according to the laws of the State of New York without regard to its conflicts of laws principles. The Contractor, its subcontractors and consultants will comply with all laws, rules, orders, regulations and requirements of federal, state and municipal governments applicable thereto, including provisions set forth in Exhibit B hereto. The parties irrevocably acknowledge and accept that all actions arising under or relating to this

Agreement, and the transactions contemplated hereby and thereby shall be brought exclusively in the United States District Court or New York State Court located in Albany, New York having subject matter jurisdiction over such matters, and each of the Parties hereby consents to and accepts such personal jurisdiction of, and waives any objection as to the laying of venue in, such courts for purposes of such action.

§13.2. 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.

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

§13.4. Equipment Requirements. All Equipment required for the Bid Unit Modification described in the Project Application shall be consistent with the New York State Uniform Fire Prevention and Building Code, or the applicable local, State or Federal codes.

§13.5. State Environmental Quality Review Act (SEQRA). NYSERDA is subject to the provisions of SEQRA, implementing regulations of the New York State Department of Environmental Conservation, and implementing regulations of NYSERDA. Funding will not be released for a Project that has not complied with SEQRA.

§13.6. Permits and Approvals. The Contractor shall be responsible to obtain all applicable permits and regulatory approvals that may be required in order to develop and/or operate the Project during the Project Term. Neither the RGGI Program nor entry into this Agreement in any way replaces or modifies the necessity or applicability of any permit or approval process by any jurisdiction. NYSERDA's obligations to make payments to Contractor will be conditional on the acquisition of all such permits and approvals. Upon request by NYSERDA Contractor must demonstrate such acquisition and/or provide copies of all permits and approvals acquired. Contractor shall provide prompt Notice to NYSERDA of the initiation of any criminal or regulatory investigation, hearing, proceeding, or review process ("Process") by any federal or State entity regarding any actual or alleged violation of any permit or approval obtained or applied for with respect to the Project, as well as of any modification, penalty and/or fine that may be imposed or occur as a result of such a Process or violation.

ARTICLE 14: PUBLICITY

§14.1. The Contractor shall collaborate with NYSERDA's Manager of Communications to prepare any press release and to plan for any news conference concerning the Project. In addition, the Contractor shall notify NYSERDA's Manager of Communications regarding any media interview in which the Project is referred to or discussed.

§14.2. It is recognized that during the course of the Project 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 funding participation in the Project to the **New York State RGGI Competitive Greenhouse Gas Reduction** program, 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."

§14.3. The Contractor shall not use NYSERDA's corporate name, logo, identity, or any affiliation, without NYSERDA's prior written consent.

ARTICLE 15: MISCELLANEOUS

§15.1. 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.

§15.2. Record Retention. The Contractor and subcontractors shall keep, maintain, and preserve at its principal office throughout the term of the Agreement and for a period of five (5) years after the expiration or early termination of this Agreement, accurate records of the Project work which is performed hereunder. NYSEDA or its designated representative shall at reasonable times have access to inspect such records.

§15.3. NYSEDA'S Right to Inspect. NYSEDA may observe and inspect all Project work at the Bid Unit Facility.

§15.4. No Waiver. The failure of either Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver nor deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

§15.5. Rights and Remedies. No right or remedy conferred upon or reserved to the Parties by this Agreement excludes any other rights or remedies provided by law or equity nor restricts the Parties' rights to exercise any other right or remedy.

§15.6. Disputes. Where any matters related to this Agreement are in dispute, the NYSEDA Project Manager and the Contractor contact person, or their designated representatives shall promptly but in any case, within twenty (20) calendar days of written notice by either party to the other, meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and attempt in good faith to resolve the dispute.

§15.7. Assignment. The assignment, transfer, conveyance, 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 NYSEDA shall be void and of no effect as to NYSEDA.

§15.8. Notices. All notices, requests, consents, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be deemed to have been sufficiently given for all purposes hereunder when delivered or mailed by registered or certified mail, postage prepaid, return receipt requested, (i) if to NYSEDA, at 17 Columbia Circle, Albany, New York 12203-6399, or at such other address as NYSEDA shall have furnished to the Contractor in writing, and (ii) if to the Contractor, at the address noted in the first paragraph of Page 1 of this Agreement, or such other address as the Contractor shall have furnished to it in writing.

§15.9. Executory Clause. NYSEDA shall have no liability under this Agreement to the Contractor or to anyone else beyond RGGI funds actually paid to NYSEDA by third parties which would fund this Agreement.

§15.10. Review and Disclaimer. NYSEDA's execution of this Agreement with the Contractor and any NYSEDA review of the design, construction, operation, or maintenance of the Project shall not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of the Project or Bid Unit Facility. The Contractor shall in no way represent to any third party that NYSEDA's execution of this Agreement or any reviews by NYSEDA, including, but not limited to, NYSEDA's review of the design, construction, operation, or maintenance of the Project is a representation by NYSEDA as to the economic or technical feasibility, operational capability, or reliability of the Bid Unit Facility or Project.

ARTICLE 16: FREEDOM OF INFORMATION

§16.1. Freedom of Information Law. Contractor acknowledges that NYSEDA is subject to and must comply with the requirements of New York's Freedom of Information Law ("FOIL;" see Public Officers' Law Article 6).

§16.2. Claim of Confidentiality. Information of any tangible form including any document that Contractor wishes to be protected from disclosure to third parties must be marked "Confidential" or "Proprietary" at the time such information is provided to NYSEDA.

§16.3. Trade Secrets/Commercial Information. The FOIL Law (Public Officers Law § 87(d)(2)) provides an exception 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." If NYSEDA receives a request from a third party for information or a document received from Contractor and which has been marked "Confidential" or "Proprietary," NYSEDA will process such request under the procedures provided by NYSEDA's FOIL regulations (see www.nyserda.org/About/NYSEDA.Regulations.pdf).

IN WITNESS WHEREOF, the Parties hereto do indicate their acceptance of and agreement to the foregoing by causing their duly authorized representatives to execute this Agreement as of the day, month and year first above written.

[Contractor]

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

By _____

By _____ +

Name _____

Name _____

Title _____

Title _____

STATE OF)
) SS.:
COUNTY OF)

On this _____ day of _____, 201_ before me personally came to me known, who, by me duly sworn, did depose and say that deponent resides in _____; that deponent is the _____ of _____, the corporation described in and which executed the foregoing instrument; and that (s)he executed the same by the authority of the Board of Directors or By-Laws of said corporation.

Notary Public

Exhibit A
Performance Payment and Adjustment Methodology

Performance Payments will be made in accordance with the performance payment and adjustment methodology detailed below and in accordance with NYSERDA's Prompt Payment Policy (Exhibit C to this Agreement).

Baseline Performance - Specified at Bid on Attachment D, Bid Price Form:

1. Baseline Average Annual Emissions (tons CO₂e) (average annual emissions for any consecutive two years within the five-year period immediately prior to December 31, 2015)
Ex. 900,000 tons CO₂e
2. Baseline Average Annual Generation (MWh) (average annual generation for corresponding two-year period selected in 1. above)
Ex. 2,475,000 MWh
3. Baseline Emissions Rate (tons CO₂e/MWh) = Baseline Average Annual Emissions (tons CO₂e) / Baseline Average Annual Generation (MWh)
Ex. (900,000 tons CO₂e) / (2,475,000 MWh) = .3636 tons CO₂e / MWh
4. Bid Price (\$/ton CO₂e) = \$ to be paid per ton CO₂e actually reduced
Ex. \$15 / ton CO₂e
5. Expected Annual Emissions Rate (tons CO₂e/MWh) after Bid Unit Modification is complete
Ex. Neural network control optimization project to yield 4% CO₂ reduction
(.96) x (.3636 tons CO₂e / MWh) = .3491 tons CO₂e / MWh
6. Expected Annual Emission Reduction (tons CO₂e) = Baseline Average Annual Emissions (tons CO₂e) – (Baseline Average Annual Generation (MWh) x Expected Annual Emissions Rate (tons CO₂e/MWh))
Ex. 900,000 tons CO₂e – ((2,475,000 MWh) x (.3491 tons CO₂e / MWh)) = 35,978 tons CO₂e
7. Total Expected Project Payment (\$) = Bid Price x Expected Annual Emissions Reduction x 3 years. If greater than \$13.5 million, this will equal \$13.5 million.
Ex. (\$15 / ton CO₂e) x (35,978 tons CO₂e) x 3 years = \$1,619,010

Performance Payments Methodology (Calculations to be made for each Contract Year during the Performance Period):

1. Actual Annual Emissions (tons CO₂e) (for the Contract Year)
Ex. 890,000 tons CO₂e
2. Actual Annual Generation (MWh) (for the corresponding Contract Year)
Ex. 2,530,000 MWh
3. Actual Annual Emissions Rate (tons CO₂e/MWh) = Actual Annual Emissions (tons CO₂e) / Actual Annual Generation (MWh)
Ex. (890,000 tons CO₂e) / (2,530,000 MWh) = .3518 tons CO₂e / MWh
4. % Improvement in Emissions Rate Reduction Post Modification. Compare the reduction in Actual Annual Emissions Rate to the reduction in the Expected Annual Emission Rate. % Improvement = 100 x (Baseline Emissions Rate (tons CO₂e/MWh) - Actual Emissions Rate (tons CO₂e/MWh)) / (Baseline Emissions Rate (tons CO₂e/MWh) - Expected Annual Emission Rate (tons CO₂e/MWh))
Ex. 100 x (.3636 - .3518 (tons CO₂e/MWh) / .3636 - .3491 (tons CO₂e/MWh)) = 81.38%
5. Adjusted Baseline Emissions = Actual Annual Generation x Baseline Emissions Rate
Ex. (2,530,000 MWh) x (.3636 tons CO₂e / MWh) = 919,908 tons CO₂e

6. Calculated Emissions Reduction = Adjusted Baseline Emissions – Actual Annual Emissions
 Ex. 919,908 tons CO₂e - 890,000 tons CO₂e = 29,908 tons CO₂e
7. Performance Payment:
- a. Maximum Annual Performance Payment = 20% x Total Expected Project Payment
 Ex. (.25) x (\$1,619,010) = \$404,753; therefore, the maximum performance payment for any Contract Year = \$404,753
 - b. If calculated % Improvement in Emissions Rate Reduction Post Modification is ≥ 80%, then performance payment is = Bid Price x Calculated Emissions Reduction or 20% x Total Expected Project Payment, whichever is less.
 Ex. % Improvement in Emissions Rate Reduction Post Modification = 81.38%, therefore the calculated payment for Year 1 = (\$15) x (29,908) = \$448,620
 - c. \$448,620 > \$404,753; therefore, Performance Payment = \$404,753

Adjustment:

1. For any Contract Year where the % Improvement in Emissions Rate Reduction Post Modification is not ≥ 80%, an Adjustment Factor will be used to adjust the Performance Payment down. The Performance Payment will be calculated using the formula: Performance Payment = (Adjustment Factor) x (Bid Price) x (Calculated Emission Reduction). The Adjustment Factor is defined in the table below:

Adjustment Factor	% Improvement in Emissions Rate Reduction Post Modification
1.0	≥ 80%
0.75	≥ 70% and < 80%
0.5	≥ 60% and < 70%
0.25	≥ 50% and < 60%
0.0	< 50%

- Example 1: If the % Improvement in Emissions Rate Reduction Post Modification is 70%, then the Performance Payment = (0.75) x (Bid Price) x (Calculated Emissions Reduction) or 20% x Total Expected Project Payment, whichever is less.
 - Example 2: If the % Improvement in Emissions Rate Reduction Post Modification is 48%, then the Performance Payment = (0.0) x (Bid Price) x (Calculated Emissions Reduction); no payment.
2. In no instance will NYSERDA pay for GHG emissions rates that exceed the Baseline Emissions Rate.

Performance Payments shall be made after the following:

- The Emission Rate Verification Plan has been completed and approved by NYSERDA.
- The Annual Performance Report has been approved by NYSERDA.
- An invoice has been submitted to NYSERDA for the previous year's Performance Period.

The Annual Performance Report shall include all performance payment variables along with the associated CEMS data. The Contractor shall be provided an invoicing sheet to be completed per the Performance Payment and Adjustment Methodology contained in this Exhibit, to be submitted with the invoice for each Contract Year.

Contractor shall be notified by NYSERDA in accordance with Section 504.4 of such Exhibit C to this Agreement, of any information or documentation that the Contractor did not include with such invoice.

EXHIBIT B

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. 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.

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

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

4. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds \$5,000, the Contractor agrees, as a material condition of the Agreement, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found

to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSEDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

5. SET-OFF RIGHTS. NYSEDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSEDA'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 NYSEDA 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 NYSEDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. PROPRIETARY INFORMATION. Notwithstanding any provisions to the contrary in the Agreement, Contractor and NYSEDA acknowledge and agree that all information, in any format, submitted to NYSEDA shall be subject to and treated in accordance with the NYS Freedom of Information Law ("FOIL," Public Officers Law, Article 6). Pursuant to FOIL, NYSEDA 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 NYSEDA in a non-confidential, non-proprietary format. FOIL does provide that NYSEDA 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 NYSEDA without obligation concerning its confidentiality. In the event of a FOIL request, it is NYSEDA'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, NYSEDA 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 NYSEDA's Regulations, Part 501 (<http://www.nyserda.ny.gov/en/About/~media/Files/About/Contact/NYSEDARegulations.ashx>).

7. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. As a condition to NYSEDA's obligation to pay any invoices submitted by Contractor pursuant to this Agreement, Contractor shall provide to NYSEDA 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.

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

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

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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).

18. 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.

19. 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 C

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 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 VII 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 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.

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/NYSERDARegulations.ashx>

(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.

(h) "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 D

New York State Energy Research and Development Authority

Report **Content** Guide 2014

Revised 1/13/2014

(Replaces the NYSERDA Report Format and Style Guide AND the Report Content Guide 2013)

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Purpose

This document explains how to prepare and submit a report to the New York State Energy Research and Development Authority (NYSERDA). It includes details on the elements of the report, specifications for formatting and accessibility, and information on electronic submission. Please follow these instructions unless your NYSERDA contract specifies otherwise.

NYSERDA will publish the finished report deliverable online and/or in print. Please direct questions about technical content and submission deadlines to your NYSERDA project manager. For questions related to formatting and electronic submission of the report, contact Diane Welch, NYSERDA Marketing, 518-862-1090, ext. 3276 or dlw@nyserd.ny.gov.

Required Elements

Section 5 includes a brief checklist of the required elements. This section contains details about the items that are required in all reports (unless noted as optional). Items should appear and be paginated in the following sequence:

- Title page (no page number):
 - Include title of report, draft or final, prepared for NYSERDA, NYSERDA Project Manager (name and title), prepared by name and affiliation, report number, contract number and date report submitted.
- Notice (small Roman numerals for page numbers i.e., ii):
 - Option 1—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.

NYSERDA makes every effort to provide accurate information about copyright owners and related matters in the reports we publish. Contractors are responsible

for determining and satisfying copyright or other use restrictions regarding the content of reports that they write, in compliance with NYSERDA's policies and federal law. If you are the copyright owner and believe a NYSERDA report has not properly attributed your work to you or has used it without permission, please email print @nyserda.ny.gov.

- Option 2—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's Name] (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, 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. 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.

NYSERDA makes every effort to provide accurate information about copyright owners and related matters in the reports we publish. Contractors are responsible for determining and satisfying copyright or other use restrictions regarding the content of the reports that they write, in compliance with NYSERDA's policies and federal law. If you are the copyright owner and believe a NYSERDA report has not properly attributed your work to you or has used it without permission, please email print@nyserda.ny.gov.

- Abstract and Keywords (optional; small Roman numerals for page numbers):
 - 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 and the Library of Congress. 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.
- Acknowledgments (optional; small Roman numerals for page numbers):
 - If included, the Acknowledgments page precedes the Table of Contents and is generally no longer than two paragraphs in length.
- Table of Contents (small Roman numerals for page numbers):

- The Table of Contents should list front matter material and titles and section numbers for heading levels one through four. Additional levels should not be used in the report. If the heading styles are applied in Word, the list can be automatically generated.
 - List of Figures (small Roman numerals for page numbers).
If the report contains three or more figures, they should be listed using the style of the Table of Contents. (If the figure titles in text have the caption function applied in Word, the list can be automatically generated.)
 - List of Tables (small Roman numerals for page numbers).
 - If the report contains three or more tables, they should be listed using the style of the Table of Contents. (If the figure titles in text have the caption function applied in Word, the list can be automatically generated.)
 - Acronyms and Abbreviations List (small Roman numerals for page numbers):
 - All acronyms and abbreviations should be spelled out and followed by the acronym or abbreviation in parentheses on first use.
 - First reference to NYSERDA in text should be “the New York State Energy Research and Development Authority (NYSERDA).” Subsequent references should read simply “NYSERDA.”
 - When referring to New York State, use “New York State” on first use and abbreviate “the State” for subsequent uses.
 - Executive Summary or Summary (optional; ES-1 or S-1 etc. for page numbers of Executive Summary and Summary, respectively):
 - An Executive Summary is two pages in length maximum. A Summary is a shorter version of the report and varies in length but less than 10 percent of the main report is a good guideline.
 - Main Text (pages sequentially numbered i.e., 1, 2, 3 etc. preferred, but chapter-page acceptable).
 - Figures and tables with sequential numbering (Figure 1, Figure 2, etc. preferred but sequential chapter-number are acceptable), callouts in text (i.e., Figure 1 shows...) and Alternative Text to comply with ADA Accessibility are required.
 - Figures and tables at the back of the document are preferred for documents that NYSERDA will be formatting; figures and tables placed in-line with text near callout is acceptable.
 - References Cited and Bibliography information (continue sequential page numbering):
 - References Cited vs. Bibliography: References Cited has specific references called out in text to document sources of specific information, and a bibliography is a list of sources used to compile a document but does not have callouts for specific facts in the text.
 - Endnote style for reference citations is preferred but footnotes are acceptable.
 - Format of reference callout in text for footnote or endnote is the author-date callout in text (i.e., Wood and Stone 2010).
 - Full reference citations listed alphabetically by the last name of the first author.
 - Citation format is based on Chapter 15 (Documentation II: Author-Date References) of *The Chicago Manual of Style* (16th edition).
- Appendices (optional; A-1 etc for Appendix A, B-1 etc for Appendix B page numbering):
- In NYSERDA reports, Appendices should be called appendices and not Attachments. Attachments are used to append a document to an appendix. (Attachments may have different definitions in emails and legal documents.)
- Alternative text that describes figures and tables to meet Accessibility requirements (a separate Word file is fine).

Copyright for 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.

For each figure and table, the contractor must also provide a source line that gives the original source and any language stating permission to reprint that should be published with each respective table or figure.

Americans with Disabilities Act (ADA) Accessibility Compliance

As a State Authority, NYSERDA is obligated to ensure that all documents published on NYSERDA's website are accessible, pursuant to 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 meet the needs of persons with visual or mobility 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 disability to hear the text. The formatting of these documents is critical to the success of the conversion from text to speech. 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.)

Reports submitted to NYSERDA must meet the following requirements:

- Use numbered headings in the document up to Level 4 (i.e., 1.1.1.1).
- Pick one of the formatting options outlined in Section 3 of this document.
- Provide short titles for all tables, images and figures.
- Provide Alternative Text (also known as alt-text) that describes the visual elements of each image, figure and table—and does not just repeat the title or caption.
 - Write out links in documents that will be printed. Write the sentence so that the URL is not at the end and followed by a period. See the last bulleted item for an example (“Visit....”).
 - Avoid linking to “click here” or including extremely long URLs. For web-only documents, use contextual links, such as linking NYSERDA's website to “NYSERDA” instead of putting a long URL in text.
 - Visit nyserdera.ny.gov/resources/ for more information about how to make a document accessible.

Formatting

Contractors have two options for the format of a submitted document:

Option 1—NYSERDA does the formatting

Contractor emails to NYSERDA Project Manager a Word file of all report components with all text in Times New Roman 10 pt font.

File should include outline level numbering with each section head (1 Level 1 Heading, 1.1 Level 2 Heading, 1.1.1 Level 3 Heading, 1.1.1.1 Level 4 Heading), not to exceed Level 4.

Each figure and table should have a callout in the main text (i.e., Figure 1 shows... or According to Figure 1,... or (Figure 1) at the end of a sentence).

Figures and tables along with their titles (and captions if necessary) should be grouped together at the back of the file or supplied in a separate file. Contractor can request inline or back-of-report placement of figures. NYSERDA will format the document according to the 2014 NYSERDA Marketing's Template for Technical Reports.

Option 2—Contractor does the formatting

- Visit nyserda.ny.gov/resources/ to download:
 - Report template (2014 NYSERDA Marketing's Template for Reports).
 - Details about report formatting (NYSERDA Report Formatting Guide 2014).
- Apply each of the Word Styles in the template to the elements of the document as appropriate, such as apply Heading 1 to all first-level headings, Body Text to all body text and References to reference materials. Place figures and captions after each respective call-out OR in order at the back of the report.

Submitting a Report to NYSERDA

No print drafts of the report are required. An electronic Word version of the draft report should be emailed to the NYSERDA Project Manager. Contact the Project Manager regarding how to transfer large files. The contractor is responsible for satisfactorily addressing comments from NYSERDA and other co-sponsors. When making corrections, the contractor must ensure that technical content is not compromised. After editorial corrections have been made, the contractor must email to the Project Manager a Word version of the final report.

Contacts

The NYSERDA Project Manager should be the contractor's primary point of contact. For additional questions, contact Diane Welch in NYSERDA Marketing at dlw@nyserda.ny.gov or 518-862-1090 ext. 3276. Contractors can also email print@nyserda.ny.gov or call 518-862-1090 and ask for Marketing.

Required Elements Checklist

- Title page (no page number).
- Notice (small Roman numeral page numbers, i.e., ii).
- Abstract and Keywords (optional; small Roman numerals).
- Acknowledgments (optional; small Roman numerals).
- Table of Contents (small Roman numerals).

- List of Figures (small Roman numerals).
- List of Tables (small Roman numerals).
- Acronyms and Abbreviations List (small Roman numerals).
- Executive Summary or Summary (optional; ES-1 or S-1 etc).
- Main Text (pages sequentially numbered i.e., 1, 2, 3 etc.).
- Figures and tables with sequential numbering (Figure 1, Figure 2, etc), callouts in text (i.e., Figure 1 shows...), and Alt Text for ADA Accessibility.
 - Figures and tables at the back of the document are preferred for documents that NYSERDA will be formatting; figures and tables placed in-line with text after first callout are acceptable.

References Cited and Bibliography information.

Appendices (optional; page numbering is A-1 etc for Appendix A, B-1 etc for Appendix B).

Copyright information for intellectual property (i.e., images, figures, tables or large pieces of text that have been previously published)—include written permission from the copyright holder at the end of the document and use appropriate language in the captions of the images, figures and tables such as “Reprinted with permission from [publisher’s name].”

- Alternative text that describes each figure, table and image —and does not just repeat the title or caption. (See Section 2.2 for more information.) The text should be listed at the end of the document or provided in a separate file.