

Summary of Revisions

The following changes have been made to PON 3016:

1. Round 2 Due Date has been changed to September 16, 2015.
2. The primary contact has been changed to Patrick Bolton
3. The Focus Areas have been changed to a list of 15 specific topics. Each proposal MUST address at least one of these topics.
4. The cost share requirements and maximum award amount have been adjusted for funding category 2 (Feasibility and Policy Studies).
5. An additional funding category has been added, Demonstration of Innovative Engagement Programs. This has a maximum award amount of \$300,000 and a 25% cost share. Specific examples of eligible projects are included.
6. The funding categories have been revised to provide specific examples of the types of projects that NYSERDA seeks under each funding category.
7. Proposal requirements and evaluation criteria have been updated to reflect the above changes.
8. Other minor edits have been made to improve clarity that do not impact the substance of the PON.



Plug-In Electric Vehicle-Enabling Technology
Demonstration Program
Program Opportunity Notice (PON) 3016
\$3 million Available

Proposal Due Dates:
Round 1: February 10, 2015 by 5:00 PM Eastern Time*
Round 2: September 16, 2015 by 5:00 PM Eastern Time*
All, some, or none, of the available funds may be awarded

The Plug-In Electric Vehicle-Enabling Technology Demonstration Program (the Program) seeks research and demonstration proposals to demonstrate new technologies and strategies that help overcome barriers to the market adoption of plug-in electric vehicles (PEVs) and make them more economically viable while reducing their impact on the electric grid and environment in New York State. Two solicitation rounds are anticipated and the total available funding is \$3 million. All, some, or none, of the available funding may be allocated in total and in any one round.

NYSERDA is interested in projects that will study and/or demonstrate existing technologies, or combinations of technologies, and strategies that have not been applied to the PEV market or have not been demonstrated in New York. Of particular interest are technologies and strategies that can integrate PEVs into the electric grid, improve the user experience for PEV drivers, reduce the cost of deploying PEV charging infrastructure, ease financial and regulatory obstacles to PEV adoption, and increase market demand for PEVs. Proposals should focus on research, results, or strategies that can become economically viable on their own and be replicated and implemented throughout the State in the near term to advance PEV acceptance. This solicitation is not for technology development and is not intended to pay primarily for electric vehicle supply equipment (EVSE) deployment.

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

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

Roseanne Viscusi, PON 3016
NYS Energy Research and Development Authority
17 Columbia Circle
Albany, NY 12203-6399

If you have technical questions concerning this solicitation, contact Patrick Bolton, (518) 862-1090, ext. 3322 or patrick.bolton@nyserda.ny.gov or Adam Ruder, (518) 862-1090, ext. 3411 or adam.ruder@nyserda.ny.gov. If you have contractual questions concerning this solicitation, contact Nancy Marucci at (518) 862-1090, ext. 3335 or nancy.marucci@nyserda.ny.gov.

No communication intended to influence this procurement is permitted except by contacting Patrick Bolton (Designated Contact) at (518) 862-1090, ext. 3322 or patrick.bolton@nyserda.ny.gov. Contacting anyone other than this Designated Contact (either directly by the proposer or indirectly through a lobbyist or other person acting on the proposer’s behalf) in an attempt to influence the procurement: (1) may result in a proposer being deemed a non-responsible offerer, and (2) may result in the proposer not being awarded a contract.

*Whether filed electronically, hand delivered or mailed, proposals must be RECEIVED by NYSERDA by 5:00 PM Eastern time on the corresponding Due Date. Late proposals will be returned. Incomplete proposals may be subject to disqualification. It is the proposer’s responsibility to ensure that all pages have been included in the proposal. Faxed or e-mailed proposals will not be accepted. Proposals will not be accepted at any other NYSERDA location other than the address above. If changes are made to this solicitation, notification will be posted on NYSERDA’s web site at www.nyserda.ny.gov

1.0 INTRODUCTION

The plug-in electric vehicle (PEV) market has grown rapidly in both New York State and the United States as a whole. PEVs consist of both battery electric vehicles (BEVs), which run only on electricity, and plug-in hybrid electric vehicles (PHEVs), which run using electricity stored onboard from the electric grid as well as gasoline. Between May 2012 and July 2014, registered PEVs in New York State grew by more than 1,000 percent, from under 1,000 to over 11,000. Installations of electric vehicle supply equipment (EVSE), more commonly called charging stations, are also increasing rapidly, with over 1,000 EVSE installed in the State as of September 2014. New York State has been leading the push for wider PEV adoption through Governor Andrew M. Cuomo's Charge NY initiative, which sets a goal of 30,000 to 40,000 PEVs and 3,000 charging stations on New York roads by 2018, plus regulatory reforms, increased understanding of the benefits of PEVs, and new technology advances in the industry. In addition, New York State is working with seven other states to collaborate on policies that advance PEVs and fuel cell vehicles through a multi-state Zero Emission Vehicle (ZEV) Action Plan.

PEVs still face significant challenges before they reach widespread adoption, the most widely noted being their high upfront costs and, for BEVs specifically, a shorter mileage range than gasoline-powered vehicles. Currently, PEV prices have been falling, especially for leases, and are approaching competitiveness with gasoline-powered vehicles when factoring in the federal electric vehicle tax credit. Operating costs for PEVs are often much lower than those of gasoline-powered vehicles, because of both reduced fuel costs and reduced maintenance costs. Most BEVs available today have ranges between 75 and 100 miles, while PHEVs have all-electric ranges of 10 to 40 miles before they switch over to running on gasoline.

Reducing the price and increasing the range of PEVs is important, but new tools, policies, consumer incentives, financing models, and behavioral approaches can also help accelerate PEV sales and leases beyond current early adopters into the mainstream vehicle market. Solutions that make owning PEVs more attractive relative to gasoline-powered vehicles could draw the attention of vehicle purchasers that would not have considered purchasing a PEV otherwise.

To help the PEV market become truly viable, the economics and impacts of PEV charging infrastructure must also improve. There is a need for new policies and technologies to reduce the strain on the electric grid from EVSE and keep the cost of charging PEVs down. Distributed generation, on-site energy storage, and software to integrate charging loads can all help reduce electric grid strains and demand charges. Emerging technologies like vehicle-to-building and vehicle-to-grid services could allow PEVs to generate additional revenue or provide extra value as a backup electric generator of sorts.

New business models need to emerge that make charging station ownership a profitable venture. Currently, upfront costs can be hard to recover because of low usage, expensive installations, and consumers' low willingness to pay. Reducing initial costs and tying EVSE ownership to other revenue streams may help attract additional private investments in public PEV infrastructure.

Solicitation Goals and Focus Areas

The goal of this solicitation is to help overcome market barriers to broader PEV adoption by researching and demonstrating new technologies, strategies, and policies that can reduce some of the financial, economic, practical, policy and behavioral barriers currently facing the industry. This includes projects that help make PEVs more desirable for consumers and more economically viable, while lowering their impact on the electric grid and maximizing their environmental benefits.

In funding this solicitation, NYSERDA seeks to advance and demonstrate new technologies, strategies, business models, education initiatives, and policy ideas that support the expansion of the PEV market and PEV industry in New York State. NYSERDA is interested in projects that will study and/or demonstrate existing technologies and strategies that have not been applied to the PEV market or have not been demonstrated in New York.

Of particular interest are technologies and strategies that can integrate PEVs into the electric grid, improve the user experience for PEV drivers, reduce the cost of deploying PEV charging infrastructure, ease financial and regulatory obstacles to PEV adoption, and increase market demand for PEVs. Proposals should focus on research, empirical results, and replicable strategies that can be transferred and implemented throughout the State to increase the market penetration of PEVs. Because the PEV market is evolving rapidly, projects with short timeframes that will produce results that can easily be incorporated into the PEV market quickly are strongly preferred. Proposers are expected to be able to explain why their project is important for expanding the PEV market and how it will influence the market. Demonstrations should show a clear path to economic viability and replicability at a larger scale.

This solicitation is NOT for technology product development and is NOT intended to pay for standard electric vehicle supply equipment (EVSE)/charging station deployment, including DC fast chargers.

Projects **MUST** address one or more of the following Focus Areas, which should be identified in the proposal. Proposals that do not address one or more of the Focus Areas may be considered unresponsive.

- Strategies and techniques for reducing the installation and operating costs of EVSE
- Controlling electric demand from charging, especially through the integration of EVSE into building energy management systems
- Innovative business models for the ownership of and generation of revenue from EVSE
- Consumer-focused activities that increase awareness, understanding, and exposure to PEVs, such as ride-and-drive events
- Innovative approaches to spurring PEV usage among low- and medium-income drivers
- Engaging with employers and/or implementing employer-based programs to encourage workplace charging and employee EV purchases
- Engaging with dealers and/or implementing dealer recognition and incentive programs to encourage greater PEV sales
- Informing local planning committees about how to incorporate EVSE recommendations/requirements into the site review process
- Analysis of the potential costs and benefits that PEVs can provide to electric utilities in New York State
- Innovative financing of PEVs and EVSE, including innovative battery ownership models
- Encouraging fleets, particularly municipal fleets, to adopt PEVs
- Methods for educating key stakeholders on how they can best support the PEV market
- Use of behavior-based strategies to influence PEV and EVSE adoption
- Business models for the expansion of the secondary market for PEVs
- Innovative regulatory policies and incentives

2.0 PROGRAM REQUIREMENTS

Solicitation Goal: As previously stated, the goal of this solicitation is to make PEVs a more attractive and viable option for drivers by researching and demonstrating new technologies, strategies, and policies that support their use and by educating key stakeholders in the PEV market. This includes projects that help make PEVs more desirable for consumers and more economically viable, while lowering their impact on the electric grid and maximizing their environmental benefits. Under this solicitation this should be done through the study or demonstration of policies, strategies, processes, services, technologies, and innovative collaborations other than specific technology improvements to PEVs or EVSE. Proposals should demonstrate how their successful implementation would advance the development of New York State's PEV market and improve the State's energy independence, environmental quality, and economic vitality. Proposals should incorporate appropriate cost sharing to leverage private investments and should be able to be completed in a short timeframe. Proposals should demonstrate a real market demand for solving the proposed problem and should investigate solutions that can become economically viable and are easily replicable in the broader PEV market.

Funding Categories: The following categories of projects will be considered for funding:

1. **Education and Outreach Projects** that educate specific target audiences (such as car dealers, planners, or municipalities) about PEVs and the actions that the groups can take to build the PEV market. This may include spreading knowledge about successful PEV strategies or programs that have been done in New York or elsewhere. These projects will generally consist of curriculum or workshop development, one or more outreach events, and development of a plan explaining how the activities can be continued once NYSERDA funding is exhausted. These projects should target a single audience and describe how the effort will impact the PEV market. All education and outreach projects must identify ways that the work will continue to be used and have an impact on the PEV market after NYSERDA funding is exhausted. Projects funded in this category will be limited to **a maximum of \$50,000 per project of NYSERDA funds. All Category 1 projects are required to provide at least 25% of total project costs in non-NYSERDA matching funds.**
2. **Feasibility and Policy Studies**, including activities and research in one or more of the Focus Areas listed above to investigate the basic feasibility of technologies, strategies, and policies for New York State that have the potential to expand the PEV market in New York State. Studies may be comprised of feasibility assessments, business case studies, engineering studies, consumer research studies, and related analysis necessary to establish the energy, environmental, and additional benefits of a relevant policy, strategy, product or technology. All studies must investigate policies and strategies with regard to how they could be implemented in New York State, and how they would impact PEV adoption in the State. These studies generally should consist of paper studies resulting in a

publishable final report. Projects funded in this category will be limited to **a maximum of \$100,000 per project of NYSERDA funds. All Category 2 projects are required to provide at least 25% of total project costs in non-NYSERDA matching funds.**

While other proposals will be considered, NYSERDA is especially interested in funding Category 2 studies that include:

- The development of a guidance document to inform local planning committees how to incorporate EVSE recommendations/requirements into the site review process. This should address ways that a municipal planning board can encourage or require site owners applying for site approval to include EVSE in the implementation of their projects.
- A policy study that analyzes the potential costs and benefits of PEVs can provide to utilities in New York State. This should include an analysis of the net economic and societal benefits of PEVs to the State, the costs and benefits of PEVs to utilities, and how PEVs impact utility rates for all utility customers. The study should build off of previously published studies, including those completed previously for NYSERDA that have investigated the electric grid impacts of PEVs and managed/smart charging options for PEVs.

- 3. Demonstration of Innovative Engagement Programs** that recognize exemplary achievements in promoting PEVs by specific target audiences (employers and car dealers), generate increased interest in PEVs from new members of those audiences, and/or implement innovative incentive or outreach programs that spur these audiences to be more actively involved in promoting PEV adoption. Projects can include education and outreach, events to recognize top performers, installation of EVSE (no more than 25% of the total project cost), incentives to employees or car dealers for buying/selling PEVs, and other mechanisms for encouraging participation. Proposals should identify how they will enlist participation by members of the target audience and will be evaluated by whether they do this while generating new PEV sales in a cost effective manner. Data collection and analysis is a critical element of any demonstration project and should be included in the proposal; independent data collection and analysis is preferred. Projects funded in this category will be limited to **a maximum of \$300,000 per project of NYSERDA funds. All Category 3 projects are required to provide at least 25% of total project costs in non-NYSERDA matching funds.**

NYSERDA will only consider Category 3 demonstrations that consist of:

- Demonstrations of approaches to engage with employers and/or implement employer-based programs to encourage workplace charging and employee PEV purchases
- Demonstrations of approaches to engage with dealers and/or implement dealer recognition and incentive programs to encourage greater PEV sales

- 4. Integration and Demonstration of New Technologies and Business Models** that have the potential to achieve the solicitation goal while advancing one or more of the Focus Areas. Demonstration projects generally consist of equipment installations or software deployment accompanied by data collection and analysis that results in a publishable and publicly available final report. This category is aimed at finding new and emerging 'best practices' in PEV charging and PEV use that have yet to be significantly deployed in New York State. The intent is not to research the existing technology per se, but to quantify and validate potential benefits and identify specific barriers to adoption for New York State. It is recognized that significant procurement of material and equipment may be necessary, but no more than 25% of the total project cost should be spent on EVSE. Data collection and analysis is a critical element of any demonstration project and should be included in the proposal; independent data collection and analysis is preferred. Projects funded in this category will be limited to **a maximum of \$500,000 per project of NYSERDA funds. All Category 3 projects are required to provide at least 50% of total project costs in non-NYSERDA matching funds.**

While other proposals will be considered, NYSERDA is especially interested in funding Category 4 demonstrations that include:

- Demonstrations of ways to reduce the costs of installation focused on workplace charging such as tying in to parking lot lighting systems
- Demonstrations of strategies to control electric demand from charging, particularly through energy management systems
- Demonstrations of consumer-focused activities that increase awareness, understanding, and exposure to EVs, such as ride-and-drive events
- Demonstrations of business models integrating new revenue streams for EV or EVSE owners, such as DR aggregation, sponsored EVSE, and retailer revenue sharing

Funds will be allocated on a competitive basis. NYSEERDA anticipates awarding funding for multiple projects under this PON. All, some, or none, of the total available funding may be allocated in total and in each round. In its sole discretion, NYSEERDA may award partial funding to proposals or modify any submitted scope of work as appropriate. NYSEERDA will not reimburse for costs incurred before the date of contract execution.

EVSE Requirements

All EVSE and vehicle communications must be in accordance with NEC 625. Level 2 EVSE cord connection must be in accordance with SAE J1772. DC fast charging EVSE must include either a SAE J1772 combo cord connection or CHAdeMO cord connection. NYSEERDA may require DC fast charging EVSE to be upgradeable to include dual SAE/CHAdeMO cord connections in the future. All public-access EVSE units must be code compliant and UL Certified (or equivalent). Documentation of the certifications must be submitted with the proposal. EVSE that are used solely by a fleet of medium- or heavy-duty EVs may be pending UL certification (or equivalent), but the EVSE manufacturer must have at least submitted to UL for review and approval by the due date for this PON. All installations of equipment must comply with all applicable local and State Environmental, Building, and Fire Codes.

Project Scope

Projects selected for funding must:

- Identify readily quantifiable metrics that track how the project contributes to advancing PEVs in New York State
- Emphasize the ultimate broad-based deployment of technical solutions rather than conducting basic research
- Document energy, environmental, and economic benefits in New York State
- Provide the required amount of cost-sharing by the proposer or third parties in the form of cash (preferable) or in-kind labor, materials, equipment, facilities, and other resources, subject to verifiable valuation. Co-funding may be from the proposer or other private or government sources. Letters from all co-funders confirming cost share are required to be submitted with the proposal. New York State funds cannot be used to reimburse or replace normal expenses of other government organizations.

Other Considerations

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

Projects are expected to be able to begin within six months of the proposal due date. Because the PEV market is evolving quickly, shorter projects are strongly preferred. Generally the project schedule should not exceed 18 months.

For all categories, cash co-funding is preferred over in-kind services.

Teaming arrangements are not only encouraged but may be necessary to achieve project success. Proposal teams may include commercial firms, industry associations or research organizations, universities, government agencies, end-users, and other stakeholders. Letters of commitment from each identified team member should be included in an appendix to the proposal. The lack of such letters, especially in cases where co-funding is indicated, is viewed as a very serious proposal deficiency and will be judged accordingly in the technical evaluation process.

3.0 PROPOSAL REQUIREMENTS

Proposers must either submit their proposal through the electronic submission process described on the front of this Program Opportunity Notice and in Attachment G or submit two (2) hard copies and one (1) electronic media copy (CD or DVD) of the proposal to the attention of Roseanne Viscusi at the address on the front of this Program Opportunity Notice. Electronic files should be submitted in readily accessible formats (Word, Excel, PDF). A completed and signed Proposal Checklist must be attached as the front cover of your proposal, WHICH MUST CONTAIN AN ORIGINAL SIGNATURE.

Late proposals and proposals lacking the appropriate completed and signed Proposal Checklist will be returned. Faxed or e-mailed copies will not be accepted.

Proposals should not be excessively long or submitted in an elaborate format that includes expensive binders or graphics – double-sided printing with a single staple in the upper left corner is preferred. Total proposal length should be 20 pages or less, plus appendices. Suggested page limits for each section are provided below in parentheses. Proposals that grossly exceed the page limits or fail to follow the format guidelines may be rejected as non-responsive. Proposals should concisely present the information needed to fully address the evaluation criteria (see Section 4). Each page of the proposal should state the name of the proposer, the PON number, and the page number. If you believe proprietary information must be submitted to present an adequate proposal, please contact the Designated Contact listed at the beginning of this PON and comply with the Section 5.0 instructions for submitting proprietary material.

3.1 PROPOSAL SECTIONS

YOUR PROPOSAL **MUST** CONTAIN THE FOLLOWING DOCUMENTS IN THE FOLLOWING ORDER:

1. Attachment A - Proposal Checklist WITH AN ORIGINAL SIGNATURE
2. Attachment B - Disclosure of Prior Findings of Non-Responsibility Form
3. Attachment C - Contract Pricing Proposal Form
4. Attachment D - Proposal Overview Form
5. Proposal narrative as described in the following pages
6. Letters of project commitment from all financial partners to the proposal. Absence of signed commitment letters will be viewed as a lack of financial commitment to the project proposal.
7. Exceptions to NYSERDA standard terms and conditions (provided under Attachment F), if any.

In addition, the electronic version of your proposal should contain the following files:

1. The entire proposal in electronic format, preferably in a single Word or PDF file although multiple files are acceptable if necessary
2. Attachment C as a stand-alone Excel file
3. Attachment D as a stand-alone Word file
4. The proposed statement of work as a stand-alone Word file

NYSERDA will enter into a contract with successful proposers using the attached Sample Agreement (**Attachment F**). **If you do not accept the standard terms and conditions, provide alternate terms with justification based on the risk and benefit to New York State. Any negotiation of terms will be at NYSERDA's sole discretion.** NYSERDA reserves the right to consider only exceptions to terms that are specifically included with the proposal. Any negotiation of terms will be at NYSERDA's sole discretion. Attachment F does not need to be completed; it is provided only for review per the discussion above.

The proposal must be in the following format and should present the items in the sequence indicated below.

1. **Proposal Checklist.** Complete Attachment A, the Proposal Checklist, and include it as the front cover of the proposal. Note the following:
 - The proposer must clearly indicate the Funding Category (Category 1, 2, or 3) for the proposal. Each proposal may only apply under one (1) Funding Category.
 - Indicate whether you accept the standard terms and conditions as contained in the attached Sample Agreement (Attachment F).
 - Do not leave any blanks. If a specific question is not applicable, indicate N/A.
 - Be sure the individual signing the Proposal Checklist is authorized to commit the proposer's organization to the proposal as submitted. The Proposal Checklist **MUST** include an original signature on the hard copy submitted.
2. **Disclosure of Prior Findings of Non-Responsibility Form.** Complete Attachment B, the Disclosure of Prior Findings of Non-Responsibility Form, and include it directly following the Proposal Checklist. Be sure the individual signing the Disclosure of Prior Findings of Non-Responsibility Form is authorized to commit the proposer's organization to the proposal as submitted.
3. **Contract Pricing Proposal Form.** A **Contract Pricing Proposal Form** (CPPF), with associated instructions, is provided as Attachment C to this PON. Each proposal must include a completed CPPF and also a cost-sharing table (see Budget portion of Project Narrative for example) identifying the allocation of funding by task. The net cost to NYSERDA is one of the evaluation **criteria** and will be closely considered. Include the CPPF directly following the Disclosure of Prior Findings of Non-Responsibility Form.
4. **Proposal Overview Form.** Complete Attachment D, Proposal Overview Form, which summarizes the salient details of the proposal on one page, directly following the CPPF. Please submit this document in Word format in the electronic copy. **Please note: the Proposal Overview Form must contain entirely *non-proprietary* information.**
5. **Project Narrative.** The Project Narrative includes the core details of the proposal. The Project Narrative should include the following sections:
 - **Executive Summary (one page maximum).** Indicate the Funding Category (1, 2, 3, or 4) to which your proposal is being submitted and the Focus Area(s) it addresses. Briefly summarize the team members, the related problem or opportunity, the proposed solution and its innovative characteristics, and the potential for PEV market expansion and resulting energy and greenhouse gas (GHG) reductions in New York State. Please note: the Executive

Summary must contain entirely *non-proprietary* information. Strictly limit the Executive Summary to one page and use the following outline:

- Team Members
- Background
- Objective and Scope of Proposed Project
- Project Benefits

- **Background and Proposed Approach (two to four pages).** Provide a narrative including a detailed description of the aspect of the PEV market the project focuses on, how it currently operates, and what opportunities exist for improvement. Explain how the project is innovative and different from current practices in the PEV market. Explain fully how successful implementation of the technology or policy would improve the PEV market and produce energy, environmental, and economic benefits for New York State. Describe the proposed approach to designing the study or demonstration, how the proposed project will be implemented, and how the proposer will collect and analyze data from the outreach, study or demonstration. Fully describe all partnerships involved in the proposed project.
- **Path to Market Acceptance (two to three pages).** Provide evidence that market actors, such as utilities, public or workplace EVSE owners, installers, fleets, etc. are interested in the innovation being investigated. Explain how they would benefit from the innovation being widely introduced in New York State and why they would be likely to favor that innovation over alternatives. Describe the barriers standing in the way of broad acceptance of the technology, policy, or business strategy being studied and explain how the project will educate stakeholders about ways to avoid or break down these barriers. Characterize a plausible path to broader adoption of the technology, policy, or business strategy, including a description of the resources and stakeholders that must be engaged to accomplish this.
- **Project Evaluation and Assessment (two to three pages).** Explain how the project's impacts will be evaluated and how the project will assess the actual and potential benefits to NYS that are derived from the project's completion. Describe the appropriate criteria to evaluate the success of the proposed project and how the proposer will collect data to assess the project's progress toward meeting those criteria. Proposals should include expected milestones for measuring success that can be evaluated at six-month intervals while the project is ongoing.
 - For Category 1 Projects, the proposal should include a detailed plan to assess the impacts of the educational outreach, including the number of stakeholders influenced, the changes in behavior stakeholders make because of the information learned through the project, and how these changes improve the PEV market in NYS.
 - For Category 2 Projects, the proposal should include a detailed plan to estimate potential impacts of the study if the technologies, strategies or policies studied are implemented in NYS. Assessments should address the potential scope of the market impact and how the technologies, strategies or policies studied would impact the market.
 - For Category 3 and 4 Implementation/Demonstration Projects, the proposal should include a detailed plan to collect data and provide reporting to validate the claimed benefits. Data collected should include, at a minimum, GHG reductions, investments in NYS, and appropriate metrics to measure impacts on the PEV market. This will likely require periodic data collection and reporting activities, conducted by the proposer or, preferably, subcontracted to an objective third party.

For all categories, proposers should include project evaluation as a discrete task in the statement of work and allocate a portion of the overall budget to this task.

- **Proposed Statement of Work and Schedule (three to four pages).** In the electronic version, please include the Statement of Work (SOW) as a stand-alone file in Word format. The SOW is the primary contractual document that outlines work activities and specifies deliverables. It delineates each step required to accomplish the project objectives. Therefore, each action needs to be identified, indicating who will perform it, how it will be performed and its intended result. At the end of each task description, specific task deliverable(s) must be listed. Be sure to identify the task deliverable, as this will be a measure of your performance. Be clear and specific: concentrate on "how" and not "why." Use "active voice" sentence structure to make clear who is responsible for specific actions. Use the following phrase to start the description of every task and subtask: "The Contractor shall...." The SOW structure should include:

Task 1.0 Project Management.

Subtask 1.1 Subcontracts. The Contractor shall enter into the following Subcontracts. Describe all required subcontracts, even if the subcontractor is yet to be defined.

Subtask 1.2 Meetings. The Contractor shall hold a Kick-Off Meeting, Interim Review Meetings (as warranted), and a Wrap-Up Meeting at the end of the project.

Subtask 1.3 Progress Reports. NYSERDA will expect to receive written monthly or quarterly progress reports, as part of the project management task. These activities should be considered when developing your cost proposal. Such reports shall describe any difficulties encountered during the reporting period and shall include a statement of the Project Director setting forth the cost of the work during the reporting period. The progress reports should be submitted to the NYSERDA Project Managers no later than the 10th of the month following the period in which the work was performed.

Subtask 1.4 Data Collection and Benefit Reporting. For Categories 1 and 2, NYSERDA will require two brief annual updates on the effectiveness of the information dissemination (e.g. conference presentations, workshops, publications, citations, etc.). A simple, web-based PDF form will be provided for electronic filing (Attachment E1).

For Category 3 and 4 Projects, NYSERDA will also require five brief annual updates on the effectiveness and additional replication of the strategy/technology. A simple, web-based PDF form will be provided for electronic filing (Attachment E2).

Subtask 1.5 Final Report. The Final Report is a significant project deliverable and should detail all of the work performed and task deliverables, but exclude proprietary information. The comprehensive Final Report shall cover all aspects of the project and shall merge together, and build further on, the previously generated progress reports and task deliverables. In addition, conclusions and recommendations for further work should be provided.

Task 2.0, 3.0, 4.0, etc. Project-specific Work Scope Tasks. Add as many tasks and subtasks as necessary to cover all actions needed to achieve the goals and objectives of the project. These will be action steps. Each task should include a concise narrative description of the work that will be performed, how it will be performed, and specific deliverables to be provided. Typical tasks may include, but are not limited to, study/demonstration design, study/demonstration execution, and data collection. As noted above, one task must be focused on data collection and project evaluation.

Schedule. All proposals must include a schedule with a project start and end date and a detailed timeline with milestones to complete the project. Present a work schedule with a starting point and duration for each task and subtask. Presentation of the schedule in a table or bar chart is preferred starting with "Month 1," "Month 2," etc. along the top horizontally with tasks and subtasks running vertically down the left hand side. Define and indicate key milestones in the schedule, including planned start and completion dates for each task.

- **Proposer Qualifications (two to three pages, depending on team size).** Provide an overview of the relevant qualifications of the proposer, other team members and major subcontractors. Note that subcontracts of \$50,000 or more are subject to competitive bid procedures except where the proposal identifies a specific subcontractor as an integral participant in the proposed work (see Section 5.02 of Exhibit B in Attachment F: Sample Agreement). Resumes, facility qualifications, and data sheets do not belong in the body of the proposal, but should be included in the appendix. Key individuals identified in the proposal need to be available to commit to the project in the time frame proposed and subsequent personnel substitutions will require NYSERDA approval. Additionally, discuss any NYSERDA contracts awarded to the proposer in the past five years and identify NYSERDA project managers associated with those contracts.

To the extent that proposed Category 4 activities include the use of any existing intellectual property (IP) assets, the proposer must describe the IP and provide details that would identify any granted patents or pending applications related to the IP. If the proposer does not own the relevant IP, but is a licensee of the IP, then the proposal must specifically identify and describe any relevant license agreements. Proposers are encouraged to provide copies of relevant IP license agreement(s) and/or letter(s) of support from licensors as attachments to the proposal. To the extent any of the above represents non-public information, please refer to the "Proprietary Information" section in Section 5.0 below.

- **Project Benefits (one to two pages).** Discuss how the proposed project will advance PEV adoption in New York State and reduce petroleum use and GHG emissions in the State. Provide estimates of the potential improvement. Quantify any additional project benefits to the extent possible: electric grid benefits (e.g., reduced peak loads, more balanced usage, etc.), environmental benefits (e.g., emission reductions, elimination of hazardous materials, etc.), economic benefits (e.g., jobs created or retained, reduced transportation system life-cycle costs, enhanced viability of New York State businesses, etc.), safety and security benefits (e.g., reduction in deaths, injuries and real property losses, etc.), and other benefits (e.g., lowering the cost of compliance with State or Federal regulations, enhanced quality of life issues, etc.)

- **Budget.** All cost information must be provided on the attached Contract Pricing Proposal Form (**Attachment C**). Each subcontractor to the proposer should complete a separate Attachment C form.

In addition to the CPPF, the proposal should include a brief description of the budget, including a cost-sharing table (see example below) identifying the allocation of funding by task. The description should describe the equipment needed for the project, the equipment's function and necessity, estimates of the costs to purchase and install the equipment, the people who will do the work and whether they are external subcontractors or internal personnel, and the cost share, including the type, amount, and source of cost share. Provide as much detail as possible, such as quotes and preliminary engineering cost estimates. Indicate the number of hours each individual will spend on each task and an hourly rate of pay. Provide justification or verification for the rate of pay proposed.

Award recipients will receive funds on a reimbursement basis based on costs incurred, as evidenced by submitted invoices, and proof of payment to vendors and sub-contractors, in accordance with a mutually agreed-upon Statement of Work. No reimbursement will be provided for costs incurred prior to the contract execution date.

Cost Sharing. All Category 1, 2, and 3 proposals are required to show non-NYSERDA funding of at least 25% of total project costs. All Category 4 proposals are required to show non-NYSERDA funding of at least 50% of total project costs. For example, a Category 1 project seeking \$45,000 in NYSEDA funds would be required to provide a minimum of \$15,000 in cost share, which is 25% of the total project cost of \$60,000. A Category 2 project seeking \$75,000 in NYSEDA funds would be required to provide a minimum of \$25,000 in cost share, which is 25% of the total project cost of \$100,000. A Category 4 project seeking \$350,000 in NYSEDA funds would be required to provide a minimum of \$350,000 in cost share, which is 50% of the total project cost of \$700,000.

The amount of cost sharing will be an important consideration in the proposal evaluation process. Cost sharing can be from the proposer, other team members, and other government or private sources. Include documentation of cost share support from entities other than the proposer, such as letters of financial commitment from the participating entities (in an appendix). Absence of documentation of funding will be construed as a lack of commitment to the project by that entity. NYSEDA funds cannot be used to reimburse or replace normal expenses of other government organizations.

Contributions of direct labor (for which the laborer is paid as an employee) and purchased materials may be considered "cash" contributions. Unpaid labor, indirect labor, or other general overhead may be considered "in-kind" contributions. For example, labor may be provided at discount rates, while products for commercial demonstration may be provided at a significant discount or at cost to the project. Requested funds, cash cost share, and in-kind contributions together must account for 100% of the cost of eligible expenses for implementing the project. For all categories, cash co-funding is preferred over in-kind services.

It is the responsibility of the proposer to adequately document the level of cost share being provided from all sources. If funded, the proposer will also need to provide cost share documentation with each invoice submitted. NYSEDA funds will not pay for efforts that have already been undertaken. The proposer or proposing team cannot claim as cost-share any expenses that have already been incurred. Show the cost sharing plan in the following format within your proposal (expand as needed).

PROPOSAL COST SHARING TABLE							
Proposed Funding By Task (Cash and In-Kind)					Project Total		
Funding Source	Task 1 (\$)	Task 2 (\$)	Task 3 (\$)	...	Cash (\$)	In-Kind (\$)	Total (\$)
NYSERDA							
Proposer							
Co-Funder 1 (identify)							
Co-Funder 2 (identify)							
Task Total (\$)							

Indirect Costs. Attach supporting documentation to support indirect cost (overhead) rate(s) included in your proposal as follows:

- Describe the basis for the rates proposed (i.e., based on prior period actual results; based on projections; based on federal government or other independently-approved rates).

- If rate(s) is approved by an independent organization, such as the federal government, provide a copy of such approval.
- If rate(s) is based on estimated costs or prior period actual results, include calculations to support proposed rate(s). Calculation should provide enough information for NYSERDA to evaluate and confirm that the rate(s) are consistent with generally accepted accounting principles for indirect costs.

NYSERDA reserves the right to audit any indirect rate presented in the proposal and to make adjustment for such difference. Requests for financial statements or other needed financial information may be made if deemed necessary.

- **Annual Metrics Reports.** If awarded, the proposer will be required to submit to NYSERDA's Project Manager on an annual basis, a prepared analysis and summary of metrics addressing the anticipated energy, environmental and economic benefits that are realized by the project. All estimates shall reference credible sources and estimating procedures, and all assumptions shall be documented. Reporting shall commence the first calendar year after the contract is executed. Reports shall be submitted by January 31st for the previous calendar year's activities (i.e. reporting period). Please see Attachment E1/E2: Sample Metrics Reporting Guides for the metrics that you will be expected to provide and the reporting duration. NYSERDA may decline to contract with awardees that are delinquent with respect to metrics reporting for any previous or active NYSERDA agreement.
- **Appendices.** Include any resumes, company qualifications, or ancillary information which is deemed necessary to support your proposal.
- **Letters of Interest or Commitment.** If you are relying on any other organization to provide services, equipment or cost share, you must include a letter from that organization describing their planned participation. Where appropriate, proposed field demonstrations should include letters of commitment from the host site or vehicle fleet owner.

Also include letters of interest or commitment from team members, businesses or other organizations critical to the success of the project. Absence of letters of interest or commitment will be interpreted as the proposer not having support from the identified parties.

In addition, include letters of support from PEV market actors, such as utilities, public or workplace EVSE owners, installers, fleets, etc. that can attest to the potential to expand the PEV market of the innovation the project will study. Letters should address how that entity would benefit from the innovation being widely introduced in New York State and why they would be likely to favor that innovation over alternatives.

4.0 PROPOSAL EVALUATION

Proposals that meet the Proposal Requirements will be reviewed by a Technical Evaluation Panel (TEP) and will be scored and ranked according to the following criteria, which are listed in order of importance. All three categories of projects will be evaluated together. NYSERDA reserves the right to interview proposers as part of the evaluation process. After the proposals are reviewed, NYSERDA will issue a letter to each proposer indicating the proposal evaluation results. Proposers receiving favorable evaluations will be invited to enter into contract negotiations with NYSERDA. The proposer may also be asked to address specific questions or recommendations of the TEP before contract award.

1. Proposal Quality

- **Program Goals and Benefits:** How well does the project help meet the goals of removing market barriers to PEV adoption in New York State and creating energy, environmental, and economic benefits for New York State? How well does it address one or more of the listed Focus Areas? How significant is the statewide potential for expanded PEV adoption resulting from the project? Are the expected benefits likely to be realized, given other constraints or barriers? Are there additional significant benefits, such as enhanced electric grid, environmental, economic, safety and security benefits? If adopted, will there be economic benefits in New York State in the form of subsequent investments, manufacturing or technical service activity? For Category 3 projects, how cost effective is the project in generating new PEV sales and engaging employers/car dealers in the PEV market?
- **Project Design:** Is the proposed work plan technically feasible, innovative, and superior to potential alternatives? Is there a strong likelihood that the project can be completed as described, with the intended benefits? Does the approach to completing the project seem appropriate for the proposed schedule and budget?
- **Innovation:** Does the project contain a novel approach to the PEV market that has not been demonstrated in

New York to date? Does the proposal contain detailed information on the proposed innovation and how that innovation will be implemented?

- **Market Demand and Replicability:** Has the proposer demonstrated that the technology, strategy, or policy being studied is something that market actors are interested in implementing and feel would provide benefits if successful? Are there letters from market actors attesting to the value of the project? Does the project demonstrate a path to market acceptance and economic viability? Is there a path for it to be replicable beyond a single demonstration?
- **Data Collection and Analysis:** Does the proposal contain a detailed plan for data collection and analysis? Does it include thoughtful ways to measure success and potential or actual impacts? Does it include a well-considered plan for independent analysis of the project, where appropriate?

2. Proposer Qualifications

- **References and Past Performance:** Does the proposer have a history of successfully completing similar projects? Do they have the necessary technical expertise to complete the project?
- **Partnerships:** Does the project comprise significant innovative partnerships with appropriate partners for accomplishing the project's goals?
- **Level of Commitment from Partners:** Did the project partners provide commitment letters detailing their roles in the project and any financial or technical cost share for the project?
- **New York State Content:** Does the team consist of New York State businesses, thereby providing economic benefits in the form of jobs?

3. Project Value

- **Cost/Benefit Considerations:** Is the overall project cost justified based on the expected benefits? Relative to the project cost, how significant are the potential benefits? Are the equipment and labor costs reasonable for the type of equipment and labor being used?
- **Schedule:** Does the proposal contain a reasonable schedule to complete the work? Is the schedule short enough and flexible enough to be able to respond to changing market conditions?
- **Budget Detail:** Is the level of detail included in the budget sufficient to evaluate the project costs? Is the budget appropriate for the proposed work plan?
- **Cost Share:** Has the minimum cost share requirement been met? Is there cost share provided beyond the minimum required? How appropriate are the proposer's cost share contributions (sources and amounts) with respect to the degree of risk, potential to benefit from the work, and financial status of the proposing organization and project team? Does the project offer the potential to catalyze additional investments in the future if successful?

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

5.0 GENERAL CONDITIONS

Proprietary Information - Careful consideration should be given before confidential information is submitted to NYSERDA as part of your proposal. Review should include whether it is critical for evaluating a proposal, and whether general, non-confidential information, may be adequate for review purposes. The NYS Freedom of Information Law, Public Officers law, Article 6, provides for public access to information NYSERDA possesses. Public Officers Law, Section 87(2)(d) provides for exceptions to disclosure for records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." Information submitted to NYSERDA that the proposer wishes to have treated as proprietary, and confidential trade secret information, should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should be excepted. See Public Officers Law, Section 89(5) and the procedures set forth in 21 NYCRR Part 501 <http://www.nyserda.ny.gov/About/-/media/Files/About/Contact/NYSERDA-Regulations.ashx>. However, NYSERDA cannot guarantee the confidentiality of any information submitted.

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

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

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

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

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

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

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

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

Prior to contracting with NYSERDA, the prospective contractor must also certify to NYSERDA whether it has filed such certification with the Department. The Department has created a second form that must be completed by a prospective contractor prior to contacting and filed with NYSERDA. See, ST-220-CA (available at http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf). The Department has developed guidance for contractors which is available at <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>.

Contract Award - NYSERDA anticipates making multiple awards under this solicitation. It may award a contract based on initial applications without discussion, or following limited discussion or negotiations pertaining to the Statement of Work. Each offer should be submitted using the most favorable cost and technical terms. NYSERDA may request additional data or material to support applications. NYSERDA will use the Sample Agreement to contract successful proposals. NYSERDA reserves the right to limit any negotiations to exceptions to standard terms and conditions in the Sample Agreement to those specifically identified in the submitted proposal (see Proposal Checklist). Proposers should keep in mind that acceptance of all standard terms and conditions will generally result in a more expedited contracting process. NYSERDA expects to notify proposers in approximately 12 weeks from each proposal due date whether your proposal has been selected to receive an award. NYSERDA may decline to contract with awardees that are delinquent with respect to any obligation under any previous or active NYSERDA agreement.

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

Disclosure Requirement - The proposer shall disclose any indictment for any alleged felony, or any conviction for a felony within the past five years, under the laws of the United States or any state or territory of the United States, and shall describe circumstances for each. When a proposer is an association, partnership, corporation, or other organization, this disclosure requirement includes the organization and its officers, partners, and directors or members of any similarly governing body. If an indictment or conviction should come to the attention of NYSERDA after the award of a contract,

NYSERDA may exercise its stop-work right pending further investigation, or terminate the agreement; the contractor may be subject to penalties for violation of any law which may apply in the particular circumstances. Proposers must also disclose if they have ever been debarred or suspended by any agency of the U.S. Government or the New York State Department of Labor.

ATTACHMENTS

- Attachment A – Proposal Checklist
- Attachment B – Disclosure of Prior Findings of Non-Responsibility Form
- Attachment C – Contract Pricing Proposal Form
- Attachment D – Proposal Overview Form
- Attachment E1 and E2 – Sample Metrics Reporting Guides
- Attachment F – Sample Agreement
- Attachment G – Instructions for Submitting Electronic Proposals



ATTACHMENT A – PON 3016 PROPOSAL CHECKLIST (MANDATORY)

Proposal Title		Due Date Round 1: February 10, 2015 Round 2: September 16, 2015	
Funding Category (1, 2, or 3)			
Primary Contact (Prime Contractor)		Title	
Company		Phone	Fax
		e-mail	
Address	City	State or Province	Zip
Secondary Contact		Title	
Company		Phone	Fax
		e-mail	
Address	City	State or Province	Zip
<p>THE PRIME CONTRACTOR MUST <u>SIGN THIS FORM BELOW</u> and ANSWER THE FOLLOWING QUESTIONS:</p> <p>Do you accept all Terms & Conditions in the Sample Agreement? (If no, explain on separate page) __ Yes __ No (NYSERDA may or may not accept any of the listed exceptions; NYSERDA reserves the right to limit any negotiations to exceptions specifically identified herein.)</p> <p>Have you been indicted/convicted for a felony within the past 5 years? (if yes, explain on separate pg) __ Yes __ No</p> <p>Are you a Minority or Women-Owned Business Enterprise? __ Yes __ No</p> <p>Does your proposal contain Minority or Women-Owned Business enterprises as subcontractors? __ Yes __ No</p> <p>Are you submitting the required number of copies? (See proposal instructions.) __ Yes __ No</p> <p>Is other public funding pending/awarded on this and/or very similar topic (prior and/or competing proposals)? (if yes, explain on separate page) __ Yes __ No</p> <p>Does your proposal contain any proprietary information? __ Yes __ No (if yes, follow the instructions in Section 5.0 to identify proprietary information and include required documentation as an appendix Note the Executive Summary and Attachment D, Proposal Overview Form, must contain entirely <i>non-proprietary</i> information.)</p>			
ON WHAT PAGE IN YOUR PROPOSAL CAN THESE ITEMS BE FOUND?			
1. Disclosure of Prior Findings of Non-responsibility Form (mandatory) _____		9. Project Benefits _____	
2. Completed and Signed Contract Pricing Proposal Form _____		10. Budget Narrative _____	
3. Proposal Overview Form _____		11. Cost-Sharing Table _____	
4. Executive Summary _____		12. Commitment Letters from Participating Organizations _____	
5. Background and Proposed Approach _____		13. Indictment/Conviction of Felony (if applicable) _____	
6. Project Evaluation and Assessment _____		14. NYSERDA Contracts Awarded (if applicable) _____	
7. Proposed Statement of Work and Schedule _____		15. Prior and/or Competing Proposals (if applicable) _____	
8. Proposer Qualifications _____		16. Exceptions to Terms & Conditions (if applicable) _____	
AUTHORIZED SIGNATURE & CERTIFICATION			
I certify that the above information, and all information submitted in connection with State Finance Law §139-j and §139-k, is complete, true, and accurate, that I have read and reviewed the Standard Terms and Conditions set forth in the attached Sample Agreement and that I accept all terms unless otherwise noted herein, and that the proposal requirements noted have been completed and are enclosed. I affirm that I understand and will comply with NYSERDA's procedures under §139-j(3) and §139-j(6)(b) of the State Finance Law. I understand that this proposal may be disqualified if the solicitation requirements are not met. I, the undersigned, am authorized to commit my organization to this proposal.			
Signature		Name	
Title		Organization	
Phone		Date	

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

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

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

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

If you answered yes, please provide details below.

Government Agency or Authority:

Date of Termination or Withholding of Contract:

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

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

By: _____ Date: _____
Signature

Name: _____ Title: _____



ATTACHMENT C

New York State Energy Research and Development Authority Contract Pricing Proposal Form			Solicitation/Contract No. PON 3016	Page	
Contractor:			Name of Proposed Project:		
Address:					
Location (where work is to be performed):			NYSERDA funding:		
			Total Project Cost:		
Cost Element			Total Project Cost	Funding & Co-funding via NYSERDA	Cost-sharing & Other Co-funding
1. Direct Materials					
a. Purchased Parts					
b. Other					
Total Direct Materials					
2. Materials Overhead			Rate:		
3. Direct Labor (specify names/titles)			Hours	Rate/hr	
Total Direct Labor					
4. Labor Overhead			Rate %	\$ Base	
Total Labor Overhead					
5. Outside Special Testing					
6. Equipment					
7. Travel					
8. Other Direct Costs					
9. Subcontractors/Consultants					
Total Subcontractors/Consultants					
10. General & Administrative Expense			Rate %	Element(s)	
11. Fee or Profit (NOT allowable for PON 3016)			Rate:		
12. Total Estimated Project Cost					
This proposal reflects our best estimates as of this date, in accordance with the instructions to proposers.					
Typed Name and Title:			Signature:		Date:
Has any executive agency of the U.S. government performed any review of your records in connection with any prime contract or subcontract within the past twelve months? ___ Yes ___ No					
If yes, identify:					

costs, research and development hours of costs, and any other direct base effort.

- o Actual incurred rates for the prior three years, including actual base and pool amounts.

3. DIRECT LABOR

a. Commercial Enterprises

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

b. Educational Institutions

Provide the following for each calendar year of the contract:

- (1) For individuals not on an "actual hours worked" basis:
 - o individual's name
 - o annual salary and the period for which the salary is applicable (preferably in weeks)
 - o the proportionate time to be charged to this effort.
- (2) For individuals who maintain time records as the basis for charging costs, supply the detail as requested in Instructions 3(a)(1)

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

5. OUTSIDE SPECIAL TESTING

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

6. EQUIPMENT

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

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

7. TRAVEL

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

8. OTHER DIRECT COSTS

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

9. SUBCONTRACTORS/CONSULTANTS

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

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

11. FEE OR PROFIT

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



**Attachment D
Proposal Overview Form**

Expand cells as needed but keep the length of the document to two pages or less

Proposer contact information and address:	
Objectives:	Describe what you see as your specific objectives in this project.
Background:	Proposer History and company background.
Project Description:	Give a brief description of the tasks you will accomplish as your scope of work.
Benefits and Metrics:	Characterize and quantify, if possible, project benefits to New York State. Identify how success/benefits will be measured and verified during and after project completion, i.e. source(s) that will substantiate the benefits.
Strengths:	List what you believe to be the specific strengths of your proposal.
Weaknesses:	List in priority order any identified weaknesses of your proposal and how your team will mitigate those weaknesses.
Funding:	Indicate the total amount of funding requested and any cost share being provided. List whether cost share is cash or in-kind services.

Metrics Reporting Guide

Information Dissemination

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

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

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

Information Dissemination

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

Publications

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

Metrics Reporting Guide

Product Demonstration

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

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

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

Site Metrics

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

Information Dissemination

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

Publications

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

Resources Saved			
<input type="checkbox"/>	<i>Add Metric</i>		
<input type="checkbox"/>	General Resource Type	Specific Resource Type	Unit of Measurement
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Basis of Calculations <input type="text"/>		
Resources Used			
<input type="checkbox"/>	<i>Add Metric</i>		
<input type="checkbox"/>	General Resource Type	Specific Resource Type	Unit of Measurement
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Basis of Calculations <input type="text"/>		

[hide](#)



ATTACHMENT F – SAMPLE AGREEMENT

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

AGREEMENT

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

This Agreement consists of this form plus the following documents:

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

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

[CONTRACTOR]

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

By _____

By _____

Name _____

Jeffrey J. Pitkin
Treasurer

Title _____

STATE OF)
) SS.:
COUNTY OF)

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

Notary Public

EXHIBIT B

GENERAL CONTRACT PROVISIONS, TERMS AND CONDITIONS

Article I

Definitions

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

(a) General Definitions:

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

Budget: The Budget set forth at Exhibit A hereto.

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

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

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

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

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

Responsible: Responsible or Responsibility means the financial ability, legal capacity, integrity and past performance of Contractor and as such terms have been interpreted relative to public procurements. See NYS Finance Law § 163(1)(c).

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

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

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

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

Article II

Performance of Work

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

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

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

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

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

- 1)
- 2)
- 3)
- 4)

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

Article III

Deliverables

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

Article IV

Payment

Section 4.01. Payment Terms. In consideration for this Agreement and as NYSERDA's full payment for the costs of the performance of all Work, and in respect of all other direct and indirect costs, charges or expenses incurred in connection therewith, NYSERDA shall pay to the Contractor amounts not to exceed the maximum amount set forth in Item 5, Page One of this Agreement for the cost elements identified in the Budget to be funded with NYSERDA funds, subject to the provisions and restrictions contained herein, including, without limitation, the Prompt Payment Policy Statement attached hereto as Exhibit D. NYSERDA's payments shall be on a reimbursement basis, and shall be paid only to the extent that Cash-based Expenses are incurred by the Contractor in

performance of the Work in accordance with the provisions of this Agreement, and the following:

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

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

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

Section 4.02. Progress Payments.

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

(b) Retainage: In accordance with and subject to the provisions of Exhibit D, NYSERDA shall pay to the Contractor, within the prescribed time after receipt of an invoice for a progress payment, 90% of NYSERDA's share of the amount so requested, unless NYSERDA should determine that any such payment or any part thereof is otherwise not properly payable pursuant to the terms of the Agreement or the Budget.

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

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

Section 4.05. Maintenance of Records. The Contractor shall keep, maintain, and preserve at its principal office throughout the term of the Agreement and for a period of three years after acceptance of the Work, full and detailed books, accounts, and records pertaining to this Agreement, including without limitation, all data, bills, invoices, payrolls, time records, expense reports, subcontracting efforts and other documentation evidencing, or in any material way related to, Contractor's performance under this Agreement.

Section 4.06. Maximum Commitment. The maximum aggregate amount payable by NYSERDA to the Contractor shall be the amount appearing at Item 5 of page one of this Agreement. NYSERDA shall not be liable for any costs or expenses in excess of such amount incurred by the Contractor in the performance and completion of the Work.

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

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

Article V

Assignments, Subcontracts and Purchase Orders

Section 5.01. General Restrictions. Except as specifically provided otherwise in this Article, the assignment, transfer, conveyance, subcontracting or other disposal of this Agreement or any of the Contractor's rights, obligations, interests or responsibilities hereunder, in whole or in part, without the express consent in writing of NYSERDA shall be void and of no effect as to NYSERDA.

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

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

Article VI

Schedule; Acceptance of Work

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

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

Article VII

Force Majeure

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

Article VIII

Rights in Information; Confidentiality

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

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

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

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

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

(e) The Contractor agrees that to the extent it receives or is given any information from NYSERDA or a NYSERDA contractor or subcontractor, the Contractor shall treat such data in accordance with any restrictive legend contained thereon or instructions given by NYSERDA, unless another use is specifically authorized by prior written approval of the NYSERDA Project Manager. Contractor acknowledges that in the performance of the Work under this Agreement, Contractor may come into possession of personal information as that term is defined in Section 92 of the New York State Public Officers Law. Contractor agrees not to disclose any such information without the consent of NYSERDA.

Article IX

Warranties and Guarantees

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

(a) all information provided and all representations made by Contractor as a part of the Proposal Checklist or application, if any, submitted to NYSERDA in order to obtain this Agreement were, to the best of Contractor's knowledge, complete, true and accurate when provided or made;

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

(c) 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;

(d) the design, supervision and workmanship furnished with respect to performance of the Work shall be in accordance with sound and currently accepted scientific standards and engineering practices;

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

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

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

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

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

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

¹<http://www.nyserda.ny.gov/About/Board-Governance.aspx>

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

(l) Contractor shall at all times during the Agreement term remain Responsible, and Contractor agrees, if requested by NYSERDA, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

Article X

Indemnification

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

Article XI

Insurance

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

(a) except policies in evidence of insurance required under Section 11.02(b), name or be endorsed to cover NYSERDA, the State of New York and the Contractor as additional insureds;

(b) provide that such policy may not be cancelled or modified until at least 30 days after receipt by NYSERDA of written notice thereof; and

(c) be reasonably satisfactory to NYSERDA in all other respects.

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

(a) Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this Agreement, with minimum limits of \$1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster; and

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

Section 11.03. Delivery of Policies; Insurance Certificates. Prior to commencing the Work, the Contractor shall deliver to NYSERDA certificates of insurance issued by the respective insurers, indicating the Agreement number thereon, evidencing the insurance required by Article XI hereof. In the event any policy furnished or carried pursuant to this Article will expire on a date prior to acceptance of the Work by NYSERDA pursuant to the section hereof entitled Acceptance of Work, the Contractor, not less than 15 days prior to such expiration date, shall deliver to NYSERDA certificates of insurance evidencing the renewal of such policies, and the Contractor shall promptly pay all premiums thereon due. In the event of threatened legal action, claims, encumbrances, or liabilities that may affect NYSERDA hereunder, or if deemed necessary by NYSERDA due to events rendering a review necessary, upon request the Contractor shall deliver to NYSERDA a certified copy of each policy.

Article XII

Stop Work Order; Termination; Non-Responsibility

Section 12.01. Stop Work Order.

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

- (i) by written notice to the Contractor, cancel the Stop Work Order, which shall be effective as provided in such cancellation notice, or if not specified therein, upon receipt by the Contractor, or

- (ii) terminate the Work covered by such order as provided in the Termination Section of this Agreement.

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

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

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

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

Section 12.02. Termination.

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

(b) NYSERDA specifically reserves the right to terminate this agreement in the event that the certification filed by the Contractor in accordance with State Finance Law Sections 139-j and 139-k is found to have been intentionally false or intentionally

incomplete, or that the certification filed by the Contractor in accordance with New York State Tax Law Section 5-a is found to have been intentionally false when made. Terminations under this subsection (b) will be effective upon Notice.

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

12.03 Suspension or Termination for Non-Responsibility.

(a) Suspension. NYSERDA, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question the Responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as NYSERDA issues a written notice authorizing a resumption of performance under the Contract.

(b) Termination. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate NYSERDA officials or staff, this Agreement may be terminated by NYSERDA at the Contractor's expense where the Contractor is determined by NYSERDA to be non-Responsible. In such event, NYSERDA may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

Article XIII

Independent Contractor

Section 13.01. Independent Contractor.

(a) The status of the Contractor under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Contractor, the Subcontractors, and their respective officers, agents, employees, representatives and servants, including the Project Director, shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of NYSERDA nor make any claim, demand or application for any right or privilege applicable to NYSERDA, including, without limitation, vicarious liability, professional liability coverage or indemnification, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit. It is understood and agreed that the personnel furnished by

Contractor to perform the Work shall be Contractor's employee(s) or agent(s), and under no circumstances are such employee(s) to be considered NYSERDA's employee(s) or agent(s), and shall remain the employees of Contractor, except to the extent required by section 414(n) of the Internal Revenue Code.

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

Article XIV

Compliance with Certain Laws

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

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

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

Article XV

Notices, Entire Agreement, Amendment, Counterparts

Section 15.01. Notices.

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

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

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

(1) **NYSERDA**

Name: Cheryl L. Earley

Title: Director of Contract Management

Address: 17 Columbia Circle, Albany, New York 12203

Facsimile Number: (518) 862-1091

E-Mail Address: Cheryl.Earley@nysesda.ny.gov

Personal Delivery: Reception desk at the above address

[Contractor Name]

Name:

Title:

Address:

Facsimile Number:

E-Mail Address:

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

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

Section 15.02. Entire Agreement; Amendment. This Agreement embodies the entire agreement and understanding between NYSERDA and the Contractor and supersedes all prior agreements and understandings relating to the subject matter hereof. Except as otherwise expressly provided for herein, this Agreement may be changed,

waived, discharged or terminated only by an instrument in writing, signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

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

Article XVI

Publicity

Section 16.01. Publicity.

(a) The Contractor shall collaborate with NYSERDA's Director of Communications to prepare any press release and to plan for any news conference concerning the Work. In addition the Contractor shall notify NYSERDA's Director of Communications regarding any media interview in which the Work is referred to or discussed.

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

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



EXHIBIT C

REVISED 5/12

STANDARD TERMS AND CONDITIONS
FOR ALL NYSERDA AGREEMENTS

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

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

1. 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 NYSERDA of any NYSERDA-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 NYSERDA a non-collusive bidding certification on Contractor's behalf.

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

5. SET-OFF RIGHTS. NYSERDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to NYSERDA with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to NYSERDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. PROPRIETARY INFORMATION. Notwithstanding any provisions to the contrary in the Agreement, Contractor and NYSERDA acknowledge and agree that all information, in any format, submitted to NYSERDA shall be subject to and treated in accordance with the NYS Freedom of Information Law ("FOIL," Public Officers Law, Article 6). Pursuant to FOIL, NYSERDA is required to make available to the public, upon request, records or portions thereof which it possesses, unless that information is statutorily exempt from disclosure. Therefore, unless the Agreement specifically requires otherwise, Contractor should submit information to NYSERDA in a non-confidential, non-proprietary format. FOIL does provide that NYSERDA may deny access to records or portions thereof that "are trade secrets or are submitted to an agency by a commercial

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

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

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

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 C, the terms of this Exhibit C 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
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
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
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
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. COMPLIANCE WITH TAX LAW SECTION 5-a. The following provisions apply to Contractors that have entered into agreements in an amount exceeding \$100,000 for the purchase of goods and services:

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

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

NYSERDA reserves the right to terminate this agreement in the event it is found that the

certification filed by the Contractor in accordance with Tax Law Section 5-a was false when made.

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

EXHIBIT D

NYSERDA PROMPT PAYMENT POLICY STATEMENT

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

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

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

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

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

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

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

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

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

² This is only a summary; the full text of Part 504 can be accessed at:
<http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx>

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.

(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.



New York State Energy Research and Development Authority (NYSERDA)

2015 Report Content Guide

Revised 01/02/2015

(Replaces the NYSERDA Report Content Guide 2014)

Table of Contents

- 1 Purpose 7**
- 2 Required Elements 7**
 - 2.1 Copyright for Intellectual Property..... 10
 - 2.2 Americans with Disabilities Act (ADA) Accessibility Compliance..... 10
- 3 Formatting 11**
- 4 Submitting a Report to NYSERDA 11**
- 5 Contacts 12**
- 6 Required Elements Checklist..... 12**

Note that NYSERDA will apply the NYSERDA logo during publication. The logo will only appear on the cover and not on the inside pages of reports.

II. 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 in NYSERDA Marketing at 518-862-1090, ext. 3276 or dlw@nyserdera.ny.gov.

III. Required Elements

Section 6 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. Refer to ADA guidelines for the best way to represent data with reference to colors. Preferences for tables are listed in this document.
 - 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 (as needed; 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).
 - Use the following format to refer to reports published by NYSERDA:

New York State Energy Research and Development Authority (NYSERDA). Year of publication. “Title of Report,” NYSERDA Report Number xx-yy (added by NYSERDA). Prepared by organization, company or individual names and city/state location (optional). nyserda.ny.gov/publications

- 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—see Section 2.2 for more details).

A. 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.

B. 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.

IV. 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 call-out 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 2015 NYSERDA Marketing’s Template for Technical Reports.

Option 2—Contractor does the formatting

- Visit nyserdera.ny.gov/resources/ to download:
 - Report template (2015 NYSERDA Marketing’s Template for Reports).
 - Details about report formatting (NYSERDA Report Formatting Guide 2015).
- 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.

V. 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.

VI. 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.

VII. Required Elements Checklist

The following elements should be included in reports, unless noted as optional, along with the style of page numbers is listed in parentheses:

- 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.

Attachment G

INSTRUCTIONS FOR SUBMITTING ELECTRONIC PROPOSALS (January 2014)

Please read the following instructions before submitting a proposal.

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

Important Reminders:

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

If you make an error:

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

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

If you need help:

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