



Reducing Distributed Energy Storage Soft Costs
Request for Proposals 3407

\$8,100,000 Available

NYSERDA reserves the right to extend and/or add funding to the Solicitation should other program funding sources become available.

Proposals Due: December 12, 2016 by 5:00 PM Eastern Time*

This New York State Energy Research and Development Authority (NYSERDA) Request for Proposals (RFP) 3407 seeks technical assistance contractors with the insight and capabilities to work with NYSERDA on assimilating distributed energy storage into mainstream consciousness as a viable peak load reduction measure and grid asset. In pursuit of this goal, NYSERDA is seeking proposals from qualified contractors to develop and implement a comprehensive strategy to reduce soft costs associated with distributed energy storage systems in New York State by 25% per kWh by 2019 and 33% or more by 2021 compared to a 2015-16 baseline of approximately \$220/kWh.¹ Distributed energy storage (which will be referred to as energy storage in this RFP) refers to systems in the kW to multi-MW range located behind and in-front-of a customer’s meter within the distribution and sub-transmission system, excluding bulk storage. Up to \$8,100,000 of NYSERDA funding is available. All, some, or none, of the available funds may be awarded.

Proposal Submission: Electronic submission is preferable. NYSERDA will also accept proposals by mail or hand-delivery. If submitting electronically, applicants 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. 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 RFP’s webpage, which is located in the “Current Opportunities” section of NYSERDA’s website (<https://www.nyserda.ny.gov/Funding-Opportunities/Current-Funding-Opportunities.aspx>). Instructions for submitting electronically are located as Attachment E to this RFP.

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

Jillina Baxter RFP 3407
NYS Energy Research and Development Authority
17 Columbia Circle
Albany, NY 12203-6399

¹ This will be further refined through a soft cost study by NYSERDA in early 2017.

No communication intended to influence this procurement is permitted except by contacting Ben Falber at (518) 862-1090, ext. 3050 or benjamin.falber@nyserderda.ny.gov or Jason Doling at (518) 862-1090 ext. 3558 or jason.doling@nyserderda.ny.gov (“Designated Contacts”). If you have contractual questions concerning this solicitation, contact Nancy Marucci at (518) 862-1090, ext. 3335 or nancy.marucci@nyserderda.ny.gov. Contacting anyone other than the Designated Contacts (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 an applicant being deemed a non-responsible offerer, and (2) may result in the applicant not being awarded a contract.

* Late proposals will be returned. Incomplete proposals may be subject to disqualification. It is the applicant’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 <https://www.nyserderda.ny.gov>.

I. Introduction:

Energy storage is a multi-faceted technology that cuts across many sectors, and will become a supporting pillar of the electric system under the Reforming the Energy Vision (“REV”) initiative. Energy storage will help achieve New York’s long-term renewable and greenhouse gas reduction goals² by integrating intermittent renewables, increasing utilization of electric system assets and reducing peak demand, and reducing the need for fossil fuel peaker plants.

Advanced energy storage on the grid, including utility-sited and customer-sited applications, is also a significant economic development opportunity with global projections increasing from 538 MW installed in 2014 worth \$675 million to 21,000 MW worth \$15.6 billion installed in 2024, and up to \$400 billion in annual sales by 2030.³ NYSERDA seeks to maximize opportunities for firms to provide energy storage solutions to the New York marketplace. Firms engaged in the New York energy storage sector include Fortune 500 companies, original equipment manufacturers, system integrators, research institutions, and a strong startup community.

While battery costs are generally declining by 10% or more annually,⁴ soft costs, which include permitting and customer acquisition, can comprise 25% or more of the total installed cost of a

² “The Clean Energy Standard will require 50 percent of New York’s electricity to come from renewable energy sources like wind and solar by 2030 [and] . . . reducing greenhouse gas emissions by 40 percent (from 1990 levels) and by 80 percent by 2050.” <https://www.governor.ny.gov/news/governor-cuomo-announces-establishment-clean-energy-standard-mandates-50-percent-renewables>;
<http://www3.dps.ny.gov/W/PSCWeb.nsf/All/CC4F2EFA3A23551585257DEA007DCFE2?OpenDocument>

³ Navigant Research, *Energy Storage for the Grid and Ancillary Services, 2Q 2016* (providing 2014 and 2024 market data): <http://www.navigantresearch.com/newsroom/energy-storage-for-the-grid-is-expected-to-reach-15-6-billion-in-annual-revenue-by-2024>; Citigroup, *Investment Themes in 2015*, January 2015 (providing energy storage market predictions for 2030): <https://ir.citi.com/20AykGw9ptuHn0MbsxZVgmFyppuQUUt3HVhTrcjz4ibR%2Bx79LajBxIyoHIoSDJ3S%2BWRS Mg8WOe%3D> and <http://www.energy-storage.news/news/citigroup-predicts-240gw-energy-storage-market-by-2030>

⁴ For example, since 2008-2010, lithium-ion battery module cost has decreased by a factor of four while lifetime and capacity has doubled. Sources include: Battery Power Magazine, October 2013, <http://www.batterypoweronline.com/main/articles/the-lithium-ion-inflection-point/>; PV Magazine, November 2015, http://www.pv-magazine.com/news/details/beitrag/li-ion-battery-costs-to-fall-50-in-next-5-years--driven-by-renewables_100022051/#axzz4RWySFgtN

distributed energy storage system. These soft costs are largely driven by local factors and are therefore well positioned for meaningful intervention by NYSERDA. As the value proposition for energy storage becomes more deeply integrated into load management practices and utility planning, this RFP's purpose is to leverage NYSERDA's market role to ensure that soft costs are not undue roadblocks to otherwise bankable energy storage projects.

II. Program Summary

This RFP seeks technical assistance contractors to assist NYSERDA in providing credible third party assistance to building owners and operators, storage vendors, Authorities Having Jurisdiction (AHJ), and others to address the stall points described herein. Four categories of activities are included in this RFP. These technical assistance contractors will augment NYSERDA's staff and build upon NYSERDA's reputation as a source of objective and credible information. This initiative is not exclusive to a particular energy storage technology. However, soft costs are especially significant for electrochemical systems which, due to their features, smaller footprint, and flexibility, are well suited for meeting many electric system needs.

- Category 1: Energy Storage Permitting Guidance. Working with AHJs such as fire and building departments to inform, train, and disseminate clear and unambiguous model operating procedures to guide installation of energy storage systems while codes and standards continue to evolve.
- Category 2: Customer Acquisition and Best Fit Customer Data Analytics. Conducting analytics on load data to determine characteristics that identify best fit customers for energy storage. This includes market segmentation, analyzing interval meter data, conducting data logging where necessary, iterating key characteristics and algorithms, and developing tools for use in the public domain by NYSERDA, customers, and vendors to quickly downselect those most likely to benefit from an energy storage system. Outreach and education to such best fit customers, in coordination with NYSERDA and the distribution utility, is also required.
- Category 3: Customer and Industry Education. Developing and providing educational and outreach programming for customers and vendors on the utilization of storage for various use cases. The deployment of this programming on the business case for storage will require strategic marketing, will be guided by the data analytics in Category 2, and be dependent on granular assessments of geographic needs as well as identified utility needs. Such use cases include customer bill savings primarily via demand charge management; optimizing existing tariffs including standby tariffs; facilitating participation in demand response programs; participating in wholesale markets as opportunities evolve; avoiding interconnection costs and increasing hosting capacity for renewable energy installations; integrating with on-site solar; and informing utility thinking around non-wires alternatives.

renewables.100022051/#axzz4G5yZqQof; Bloomberg New Energy Finance Summit historical price chart: <http://c1cleantech.com/wpengine.netdna-cdn.com/files/2015/09/battery-learning-rate.png>; Pike Research and Deutsche Bank price trends: <https://grist.files.wordpress.com/2011/09/li-ion-projected-costs.png>; Lithium ion density trends: http://static.cdn-seekingalpha.com/uploads/2012/5/14/saupload_Battery_20Energy_20Density.jpg and <http://www.nissan-global.com/JP/TECHNOLOGY/FILES/2010/07/f4c4d5d2e20391.jpg>.

- Category 4: Data Collection and Analysis for Deployed Energy Storage Systems. Collecting, analyzing, aggregating, and presenting real performance and financial data from distributed energy storage systems that will be deployed with NYSERDA support, as well as potentially other projects in New York State, to increase confidence in system performance, bankability, and reliability. NYSERDA seeks an intermediary party to perform data quality control and relationship checks on deployed systems as well as to provide bill analytics in order to, among other activities, develop case studies highlighting specific use cases and customer segments.

Applicants may apply to provide one or more of these Categories of services, and proposals should address all of the activities required within each Category or Subcategory. If a proposal includes a partnership of applicants that seek to provide various services as a team, the qualifications and expertise of each applicant with regard to fulfilling the specific roles should be clearly identified. For example, content creation and the outreach and marketing of that content may be shared by two applicants in partnership. While NYSERDA reserves the right to reallocate funds between the Categories, the anticipated budget is: Category 1 \$1,000,000; Category 2 \$2,200,000; Category 3 \$2,450,000; and Category 4 \$2,450,000. Each set of activities and an associated budget specific to that Category must be presented independently. Any economies of scale that would be obtained by selecting a contractor to provide multiple categories of services should be clearly described.

NYSERDA intends to select a pool of contractors that demonstrate technical merit through this RFP. NYSERDA intends to enter into general Task Order Agreements with the top-ranked applicants in each support area, with the flexibility to request services for a variety of activities (see Section IV.C. for an explanation of Task Order Agreements). NYSERDA will administer, manage, and coordinate the various technical assistance contractors selected under this RFP and the management of projects implemented. NYSERDA is not seeking a third party for this oversight and coordination role, and such work will not be subordinated to a contractor. This precludes from consideration applicants that do not seek, as their primary purpose, to directly implement the activities described, or proposals solely to coordinate and subcontract activities to others.

Applicants should propose specific activities and outcomes that would be accomplished for three years (2017 to 2019). Particular emphasis should be placed on 2017 activities and the associated budget. Category 1, especially permitting, is a priority activity that requires immediate and substantial deployment. The data analytics required to identify best fit customers under Category 2 are also priority actions. Educational programming activities under Category 3 will be based on a granular assessment of needs and opportunities, and applicants should propose initial activities that address immediate identified needs. The scope of work under Category 4 will expand as the number of storage deployments increases, including under a separate future solicitation for “value stacking pilot” projects. Much of the work described herein is intended to support and be informed by the results of this value stacking solicitation expected to be released by January 2017 to assess the effectiveness and value from using a distributed storage system to meet distribution and/or wholesale system needs in addition to those of the host site. NYSERDA intends for these projects to serve as bellwether demonstrations that support the building of a REV-envisioned grid.

III. APPLICANT WEBINAR & INQUIRIES

NYSERDA will conduct an informational webinar on November 16 at 11:00 am - 12:00 pm Eastern Time during which NYSERDA will review this RFP, the proposal requirements, and answer questions. Applicants who intend to participate can send an email to EnergyStorage@nyserda.ny.gov with the subject line “RFP 3407 Applicant Webinar” and information on how to participate will be provided.

Applicants are encouraged to submit written questions prior to the webinar to EnergyStorage@nyserda.ny.gov and will also have the opportunity to type in questions during the webinar through the webinar portal.

Following the webinar, NYSERDA will post the webinar and questions and responses on this RFP webpage. NYSERDA will post all questions anonymously and NYSERDA’s written responses will supersede any responses given during the Applicant Webinar.

IV. Program Requirements and Categories

Applicants are invited to submit, in the format described in Section V, a proposal describing their skills, expertise, qualifications, and proposed activities and budget in any or all of the following categories. The proposed scope of work shall achieve the stated goals and the specific activities that are described in each Category and/or Subcategory. Applicants are also encouraged to include alternative and/or additional activities that can effectively help to achieve the goals. An expanded scope should be justified by market need within the proposal or through letters of support.

All applicants must consider and seek to leverage existing efforts such as, but not limited to, the PV Trainers Network,⁵ outreach activities through the Clean Energy Communities Program,⁶ and professional associations.

Co-funding, while not required, is strongly encouraged and will be considered in the review criteria.

A. Categories and Required Activities

CATEGORY 1: Energy Storage Permitting Guidance

NYSERDA seeks an implementation contractor(s) that will work with NYSERDA and AHJs to ensure that siting and permitting is grounded in data, ensures safe deployment, and is not an overly complex and uncertain barrier to an otherwise bankable energy storage project. Further, NYSERDA seeks to mitigate the risk that market opportunities continue to outpace the development of regulations, codes and standards thereby stalling deployment. Pre-establishing energy storage siting requirements and model codes that anticipate growing market opportunities can allow for a clear regulatory path to site storage when the market opportunities arrive. This Category describes a two-pronged multi-year initiative that will initially, but not exclusively, target downstate jurisdictions

⁵ <https://training.ny-sun.ny.gov/>

⁶ <https://www.nyserda.ny.gov/All-Programs/Programs/Clean-Energy-Communities>

including New York City and leverage this work to assist other jurisdictions. Respondents to this RFP should detail a strategic timeline and plan of execution for these activities.

For context, NYSEERDA plans to separately continue its ongoing battery fire safety testing in partnership with Con Edison. This testing is currently being conducted by DNV GL and will be used to inform ongoing and planned permitting and siting activities. Results from this work will help inform the activities described below, but this RFP does not seek a testing lab to conduct this work.

a. Assist AHJs with Developing Model Storage Siting and Permitting Guides

i. Goal

This first prong is a near-term priority focused on AHJs that may have established a permitting process, which can be modified, streamlined, or brought into better alignment with evolving codes, standards, and practices, in addition to AHJs that have not established a permitting process for siting behind the meter energy storage. In addition to the New York City market where energy storage permitting has gained significant attention, NYSEERDA also seeks to proactively engage with municipalities where storage systems are not yet being sited in anticipation of increasing deployment and use cases, recognizing that siting and installation requirements need to take into account the specific building environment, density, and local factors.

The development of model permitting guides will be the result of lessons-learned as best practice guidance is developed and more energy storage projects are sited. This will include iterative work in direct conjunction with AHJs and stakeholders. Model permitting guides are expected for various use cases including load reduction, on-site renewable integration, and meeting other electric grid needs. By leveraging existing permitting processes and through feedback from regulators, these guidelines may include methods for utilizing flexible zoning techniques, outdoor vs. indoor installation distinctions, occupied vs. non-occupied space, technology, inter-agency coordination/cooperation, and ideas to help streamline technical review.

ii. Required Activities

- Work with NYSEERDA to develop procedural “best practices” and permitting guides for siting energy storage in conjunction with AHJs to help guide development of building and life safety codes. Rather than literally create the text for a single model code, create categorical logic models and templates that provide options and examples for how a municipality may evaluate storage siting depending on the complexity, use cases, and needs in a particular location. Guidelines should include insight into the purpose of certain best practices to accurately manage safety risks, and seek to avoid undue revisions or additions to current regulations and possibly use existing standards as guidance.
- Develop and implement a plan for developing these model permitting guides to be shared and considered by municipalities most in need of a trusted energy storage permitting process, thereby most effectively engaging in outreach. This plan will require segmenting the market,

addressing which relevant municipalities will be targeted, the approach to targeting such municipalities, the timeline, and expected budget based on market needs and impact.

- Provide AHJs with educational outreach, while utilizing developed guides, on best practices in permitting and evaluating applications for energy storage; methods for evaluating numerous yet similar projects; evolving factors that are likely to affect project flow and workload; and resources on new technologies (benefits, risk factors, use cases) that are likely to surface in applications in the near future.
- Assist AHJs, as requested, with developing clear and unambiguous guidelines or requirements for siting stationary energy storage systems. Since existing codes and standards are generally insufficient or silent with respect to energy storage systems used for energy management purposes, this may include significant data analysis (such as evaluating battery burn, extinguisher, and ventilation test results), conversations with national or international experts, and interaction with energy storage system manufacturers and installers.
- Serve as an independent technical resource to AHJs augmenting their own staff in reviewing applications for energy storage, particularly as new technologies are commercialized. Providing recommendations to streamline permitting and application review between various AHJs within a municipality such as fire and building departments may also be sought in order to maximize available staff resources at each agency and maximize value added work.
- As future needs materialize, potentially assist with independently pre-screening applications for completeness against prescribed installation requirements before submission to an AHJ
- Partner with NYSERDA in building a strategic relationship with codes staff at the New York State Department of State to potentially evolve toward the features contained within a unified permit structure similar to the unified solar permit.
- Other activities may, as aligned with this Category, also be proposed by the applicant or assigned by NYSERDA as needs arise.

b. Best Practices Guidance for Energy Storage Vendors

i. Goal

The second prong will advance as model guides described in (a) are developed, and will develop energy storage vendor guidance that clearly describes existing siting requirements and identifies and recommends best practices that can be used as codes and standards continue to evolve. Both behind-the-meter and in-front-of-the-meter storage systems are likely to be represented by these guidelines. As the permitting process for siting energy storage is different among municipalities, this guidance on siting energy storage will not be a one size fits all approach, but rather, will disseminate existing requirements and best practices based on the jurisdictional requirements, risk mitigation factors, and need.

As codes and standards evolve and are developed in the State, the objective is for these model operating procedures to clearly and unambiguously inform requirements that must be considered by vendors when designing and seeking approval for energy storage system deployment. This includes,

but is not limited to, setbacks, containment, internal and external fire detection and extinguishment, ventilation, sprinkler requirements, and visual displays of system performance.

Proposals should include a method for ensuring that this information is effectively presented and distributed to the vendor community. The method for presenting and distributing information on permitting rules and best practices for compliance with these rules will be determined based on effectiveness. This may include a mechanism to track and survey for topics of interest or acute confusion in order to keep distributed materials concise and relevant.

ii. Required Activities

- Develop an outreach and dissemination strategy for vendors including leveraging existing outreach mechanisms and third party partner training and professional development networks, where practical. Include the types of content projected to be delivered, audiences, means by which these audiences will be reached, and methods to assess effectiveness.
- Work directly with AHJs, including building, permitting as well as land use, zoning, and/or brownfield development agencies, etc. to develop or optimize permitting and best practices guides that can remain as elastic as the evolving regulatory environment. These guides should be a hybrid of written text, webinars, and direct links to agency rules and personnel. These guides should be built as trusted, current resources, ideally endorsed in some form by AHJs, that keep the industry informed on permitting and fire safety rules for siting energy storage. Additionally, these guides should seek to streamline the permitting review process by helping to ensure that vendors correctly submit all required information to AHJs.
- Develop location-specific best practices and practical guidance on attaining compliance based on current procedures. Aggregate best practices for siting systems.
- Leverage existing resources such as the CUNY DG Hub's energy storage permitting guide for NYC⁷ and work in coordination with other experts in the energy storage space, including national labs and National Fire Protection Association. Specific formalized partnership teams should be described in the proposal.
- Other activities may, as aligned with this Category, also be proposed by the applicant or assigned by NYSERDA as needs arise.

CATEGORY 2: Customer Acquisition and Best Fit Customer Data Analytics

a. Goal

NYSERDA seeks contractor(s) to assist with reducing customer acquisition costs by identifying characteristics of best fit customers, developing screening tools, conducting data mining, and iterating these activities for use in the public domain. NYSERDA does not intend for these public tools to supplant the sophisticated proprietary analysis that an energy storage vendor would conduct when preparing a quote for a specific customer site. Rather, NYSERDA seeks deep insights from customer data sets in order to help the broader energy storage vendor community to contact best fit customers

⁷ <https://nysolarmap.com/resources/reports/>

regarding energy storage opportunities and vendors, or to potentially match best fit customers and vendors via a publicly available web based tool.

This effort requires determining the characteristics of a customer site that make it an economic best fit for energy storage. Making this determination includes analyzing customer characteristics, primarily load profiles, in tandem with utility tariff structures while considering the capabilities and applications for energy storage technology. Initially, the desire is to begin with data from interval metered customers where interval load data is available, and then expand scope to demand metered customers.

The contractor(s) selected under Category 2 are expected to have experience conducting data analytics based on utility bills, tariffs and load profiles, as well as interval data logging to help determine key characteristics that accurately predict best fit customers for energy storage. This includes analyzing interval meter data, conducting data logging where necessary for customers identified as potential best fit, and iterating key characteristics and algorithms. This additionally includes developing publicly available data and tools for use by NYSEERDA, customers, and vendors to quickly down-select those customers most likely to potentially benefit from an energy storage system for demand charge reduction and other benefits.

b. Required Activities

- Identify the source of customer data and load profiles that will be utilized. Applicants may propose to segment and analyze data already in the applicant's possession, partner with NYSEERDA to request and acquire data sets from utilities, develop an application or other type of product or service that leverages Green Button data,⁸ or other means of acquiring customer data subject to NYSEERDA approval. The customer data is initially expected to be analyzed in the following order, based on the prospect for positive project economics based on peak demand and demand charges. Applicants may suggest modifications to this approach and should identify specific market segmentation approaches that will be used.
 - common area load space within interval-metered New York City medium and large multifamily buildings;
 - other interval metered commercial, industrial, institutional, and municipal buildings in New York City;
 - interval metered customers in other regions of the State with high peak demands or demand charges including Westchester, and Long Island;
 - demand metered customers in regions of the State with high peak demands or demand charges including New York City, Westchester, and Long Island;
 - other interval and demand metered customers elsewhere in the State.
- Identify key characteristics of best fit customers. Segmentation will continue to expand as best fit customer characteristics are quantified in the market segments identified in the above bullet. Key characteristics for identifying customers that are a best economic fit for energy storage may include, but are not limited to, load predictability, load factor, utility territory, tariff rates and structures, peak duration, available space, sensitivity to energy costs, curtailment tolerance, and building's alignment within constrained distribution systems.

⁸ <http://www.greenbuttondata.org/>

- Develop screening tools, conduct data mining, and iterate these activities in order to identify and contact potential customers with these key best fit characteristics to inform them about energy storage opportunities and vendors. This may serve to facilitate target outreach and educational activities, and to inform intelligence on how to best segment the market for energy storage solutions and applications. A publicly available web based tool may be proposed for utilization by customers and vendors; in this case, indicate a realistic timeframe under which NYSERDA must continue to fund tool maintenance and development, and plans for continuity beyond this support. Customers identified through a web based tool, or identified as a member of a best fit market segment under these efforts, should receive unbiased information on energy storage system options as facilitated and approved by NYSERDA. Any customer outreach or communications will be coordinated with the distribution utilities and other NYSERDA departments so that information about distributed energy resources and load management opportunities are presented to potential customers in a coordinated manner.
- Other activities may, as aligned with this Category, also be proposed by the applicant or assigned by NYSERDA as needs arise.

CATEGORY 3: Customer and Industry Education

Contractors selected to implement the goals of this section will develop and deliver informational campaigns that support the implementation of distributed energy storage installations specifically when and where opportunities exist today, and as opportunities become clearer in the near future. While the business case today is largely driven by participation in utility or NYSERDA funding opportunities coupled with demand charge management, this is expected to evolve under REV as energy storage pilots, non-wires alternative use cases, and demonstrations inform the development of new use cases, tariffs, and values. This Category describes a two-pronged multi-year initiative, described in the two subcategories below: customer education and industry education.

Information and training will be targeted to the customer side: building owners and operators, as well as design and engineering professionals that may incorporate storage into building designs or renovation plans. Market segmentation will be critical, and NYSERDA seeks to target specific customer segments based on those most likely to be good fit candidates for storage used in load management and other use cases. Contractor(s) selected to assist with this Category will work with NYSERDA to clearly identify and characterize target audience, validate educational and outreach needs, and develop approach and content based on these specifically identified needs. Validation and continual improvement with the intended audience is expected.

Initially, interval metered customers with “peaky” load profiles, i.e. short, high, and predictable peak usage that results in high demand charges should be evaluated. For instance, common area load in large multi-family buildings have been identified as a segment that fits these criteria. The outreach strategy should expand to target additional customer segments including demand-metered customers as the data analytics work described in Category 2 yields predictable characteristics of best fit customers.

Materials will also be developed for energy storage vendors/installers, utilities, professional networks, and other audiences. Industry focused materials will be geared toward publicizing the business case

for storage in New York and the State and utility initiatives that support this case, as well as maximizing existing tariffs and opportunities (e.g., the standby tariff, value of “D”, demand response programs).

For context, all materials developed under Category 3 will be housed on the energy storage platform described in Category 4, which will be the central repository for distributed energy storage resources developed by NYSERDA.

a. Goal

Selected contractors shall develop resources and outreach that builds upon NYSERDA’s role as an independent information clearinghouse. This shall include searchable online tools that leverage existing third party platforms, holding workshops and webinars, and hosting outreach to potential customers to engage with others who have already deployed systems to learn about state of commercial deployments, vendor experiences, use cases, and business models.

Additionally, case studies and fact sheets shall be developed and promoted that help vendors and customers understand and maximize utility tariffs and wholesale market products, best practices, and economics available today as well as new business strategies as the regulatory structure evolves. Proposals should also include creative strategies for outreach that target end-users where they consume information. Proposals must include a strategy for delineating where, when, and how target consumers consume informational content, and based on that, where when and how informational resources will be deployed, whether written or through video, webinar, or otherwise.

i. Subcategory 3a: Required Activities: Customer Education

- Develop and implement a strategy for targeting communication for the customer classes identified in the opening paragraphs of this Category with a plan for developing content and a method for releasing content where, when, and how these customers consume informational content. Clear enunciation of customer needs and outreach mechanisms, corroborated directly with the intended audience, will be required in funded activities. This content will deliberately inform customers on i) why energy storage can be a clear and prudent opportunity, ii) other customers’ experiences utilizing energy storage, iii) how an investment in energy storage can be accessed and structured, and iv) how to do a simple payback analysis for certain distributed energy storage use cases. Consistent, clear, and simple messaging must be articulated as a key element of this strategy.
- Produce case studies, fact sheets, and informational videos, etc. for customers to understand best practices and economics of energy storage projects with clear acknowledgement of the needs of the target audience and best mechanisms to communicate content.
- Produce guides for building owners to increase their knowledge base and recognize the types of building characteristics that make a particular site well suited for energy storage, including energy storage integrated with on-site solar.

- Communicate how these targeted customer segments are typically billed for energy to elucidate opportunities for savings, the details of existing and emerging tariff structures, and specific offerings that guide where and how storage is installed and utilized.
- Organize outreach and events initially geared toward large interval metered customers by leveraging professional networks, and other ongoing training and outreach programming on distributed energy resources that are targeted for this customer class. Outreach events may include, but are not limited to, webinars, tours, presentations, etc. wherein the content produced on energy storage is promoted, outreach lists are grown, and content is distributed.
- Insightfully recognize patterns in outreach effectiveness, and grow and adapt to best serve energy storage customer concerns.
- Leverage reputable 3rd party resources, including NY-BEST, CUNY, and other market intelligence firms when developing content.
- Other activities may, as aligned with this Category, also be proposed by the applicant or assigned by NYSERDA as needs arise.

ii. Subcategory 3b: Required Activities: Industry Education

- Provide a strategy and plan for implementation for targeted educational programming for an industry audience which may address clarity on: wholesale vs. retail programs, integrating energy storage with on-site solar, net metering rules, aggregation methods, siting concerns, as well as tariff optimization, including the usage of standby rates.
- Provide a strategy and plan for implementation for targeted educational programming on the market potential for energy storage to provide various services based on the maturity of technology, as well as the products and use cases that have been field tested, deployed, and validated nationwide and in the State. In addition, provide a strategy and plan for implementation for targeted educational programming on the market potential for energy storage deployment based on the number of customers that may be willing and able to take advantage of energy storage opportunities, whether currently or under evolving tariff structures. This programming on the market potential for storage would be specifically targeted to entities, including utilities developing programs that may involve distributed energy storage deployment, that may seek to procure energy storage for various needs and require unbiased information. As the utility business model evolves under REV, this information on the capabilities and size of the energy storage market can inform non-wires alternative procurement targets or the confidence AHJs can have in setting energy storage goals.
- Insightfully recognize patterns in outreach effectiveness, and grow and adapt to best serve energy storage industry concerns.
- Leverage reputable 3rd party resources, including NY-BEST, CUNY, and other market intelligence firms when developing content.

- In the future as needs arise, engage with NYSERDA, Department of Public Service staff, and distribution utility staff on interconnection challenges and recommendations, educate vendors on interconnection requirements for energy storage or combined storage/renewable generation systems, and potentially assist with reviewing or providing guidance on interconnection applications.
- Other activities may, as aligned with this Category, also be proposed by the applicant or assigned by NYSERDA as needs arise.

CATEGORY 4: Data Collection and Analysis for Deployed Energy Storage Systems

a. Goal

NYSERDA seeks contractors to perform data quality control, relationship checks, and analysis on data obtained from energy storage projects receiving NYSERDA support, as well as potentially other deployed energy storage projects in New York State that originate from outside financing sources. Selected contractors will additionally perform bill analytics for customers to compare savings and revenue pre-and post-deployment of the energy storage solution. Because evaluating storage data requires unique and specialized analysis, NYSERDA is seeking technical assistance contractors that can provide quality assurance and analysis on performance data. For planning purposes, applicants should base the proposal on evaluating data on approximately 100 energy storage projects including those supported by NYSERDA and other deployed projects over three to five years beginning in late 2017.

A primary focus of this work will be on the data received from upcoming value stacking pilots. NYSERDA intends to invest in value stacking pilots and demonstrations under a separate solicitation later this year to assess the effectiveness and value of using a distributed storage system to meet distribution and/or wholesale system needs in addition to those of the host site.⁹ Specified data will be required to be reported on by vendors as a condition of receiving funding. The data collected from these energy storage deployments, after being assessed by the contractor selected under this section, will then be input into NYSERDA's DG Integrated Data System.¹⁰

For context, the DG Integrated Data System is NYSERDA's online platform for aggregated use case data and informational materials on distributed energy resources. NYSERDA is currently evaluating, under a separate solicitation, a data collection and web host platform provider to implement a new iteration of this DG Integrated Data System.¹¹ The new iteration of the DG Integrated Data System will include energy storage. As detailed in Category 3, the new iteration of the DG Integrated Data System will also house all case study and other education materials. The DG Integrated Data System is a centralized platform that will host this information and a third party is required to develop and validate posted information.

⁹ More information on these pilots can be found in the Energy Storage Chapter of NYSERDA's Reducing Barriers to Deploying Distributed Energy Storage Clean Energy Fund Investment Plan

¹⁰ <http://chp.nyserderda.ny.gov/home/index.cfm>

¹¹ <https://www.nyserderda.ny.gov/Funding-Opportunities/Closed-Funding-Opportunities/RFP-3328-DG-Integrated-Data-System-Operation-and-Support>

The contractor(s) selected under this Category will be primarily responsible for conducting quality assurance and then submitting energy storage system performance data to the DG Integrated Data System. The contractor will also be responsible for providing data analysis to NYSERDA and customers as needs arise.

b. Required Activities

- Receive and manage multiple data channels that will be used to analyze the performance of a distributed storage system. The data channels to be managed will include, but are not limited to, kW and kWh of peak reduction; roundtrip AC system efficiency; peak demand savings and energy arbitrage savings; number of cycles and depth of discharge; and other provided grid services such as wholesale services, utility load relief, and demand response events. Applicants are encouraged to recommend additional data channels in their proposals that should be captured. While a concise number of data channels will be captured on all projects, the customer will be engaged in identifying specific additional data they desire be captured.
- Develop the tools that will be used to complete required quality control and relationship checks to ensure the accuracy of all data channels received.
- Package and relay data received from storage systems to the DG Integrated Data System.
- As more projects are deployed, conduct bill analytics for customer-sited systems to evaluate bill savings and value propositions both pre and post energy storage deployment. In particular, this will help to create more accurate and trusted savings models.
- Partner with NYSERDA to work with other stakeholders, including utilities and government entities such as building and fire departments, as well as the NYC Department of Citywide Administrative Services, to identify useful content for inclusion on the energy storage page on the DG Integrated Data System as a consolidated source of data for use by customers and AHJs.
- Other activities may, as aligned with this Category, also be proposed by the applicant or assigned by NYSERDA as needs arise.

B. Funding and Schedule

Up to \$8,100,000 may be committed in total through approximately December 31, 2019 for services provided through Task Order Agreements (see Attachment D) resulting from this RFP. NYSERDA anticipates issuing single to multi-year agreements to selected contractors with the option to renew at NYSERDA's discretion. NYSERDA reserves the right to extend and/or add funding to agreements. Task Order Agreements will be negotiated soon after the notification of selection is delivered to successful applicants. While applicants should present multi-year activities in the proposal, care should be paid to the scope of work and budget for near-term activities during the first 12 months to facilitate execution of work as quickly as possible for selected activities.

C. Task Order Agreements

NYSERDA intends to select a pool of contractors that demonstrate technical merit through this RFP. NYSERDA intends to enter into general Task Order Agreements with the top-ranked applicants in each Category or Subcategory, with the flexibility to request services for a variety of activities. A Task Order Agreement is used because an estimate cannot be made in advance as to the type, amount, and

complexity of all of the work each contractor will be required to perform, although it may contain a maximum dollar amount.

A Task Work Order (“TWO”) will be issued by NYSERDA pursuant to the Task Order Agreement and will consist of the statement of work and a budget for specific projects when services are requested for specific activities pursuant to Task Order Agreements. NYSERDA will exercise the option to use the top-ranked contractor for TWOs or, if multiple contractors are selected with overlapping areas of expertise, NYSERDA may also ask selected contractors for proposals and bids on specific assignments in the future. If the top-ranked contractor is unable to perform work on a specific task (such as because of workload, timeliness, or expertise), NYSERDA may select the next-ranked contractor to implement the work. Selected contractors will support NYSERDA’s activities associated with this RFP subject to satisfactory performance and an option to renew at NYSERDA’s discretion for additional years.

Task Order Agreements are expected to be issued where immediate work is required and a budget is known, as well as in cases where total funding is not yet determined because the full scope of work requires additional input. The amount of work assigned to each contractor will depend on their particular expertise, the amount of work requested in the contractor's technical area, past performance, current workload, deadline requirements, and the ability of the contractor to provide high quality, cost-effective, and timely services. NYSERDA reserves the right to negotiate among finalists to ensure access to specific expertise.

Once a contractor(s) enters into a Task Order Agreement through this RFP, when services are required, NYSERDA will assign a project and negotiate the specific TWO and budget with the contractor, which will become a binding agreement for all parties.

D. Contractor Responsibilities

NYSERDA expects to issue, to selected contractors, requests for services in each of the support areas. For each such request, the selected contractor shall be required to:

- Negotiate the scope and cost of the technical assistance with NYSERDA;
- Upon agreement by all parties to the TWO, provide the required assistance within the required time frame;
- Submit any deliverables to NYSERDA for review and approval; NYSERDA's review will ensure that the deliverable conforms to the TWO and;
- Provide required documentation of expenditures by task, based on the TWO, when seeking reimbursement from NYSERDA.

E. Compensation

Activities will be funded based on reaching pre-determined milestones/deliverables and these activities will generally be annual or multi-year in nature with the ability to continue and extend work at NYSERDA’s discretion based on performance. NYSERDA will negotiate each Task Order Agreement (Sample Task Order Agreement attached to this RFP as Attachment D) to establish rates.

Budgets for all work conducted will be included in the individual TWOs and approved by NYSERDA. Each TWO will also place a ceiling or not-to-exceed amount for each project and milestone payment

events that occur upon the completion of specified deliverables. **Contractors will not be compensated for time spent in the preparation of any TWO.** Preparation of the TWO is considered to be covered by the contractor's overhead expense.

V. PROPOSAL REQUIREMENTS

A. Submittal: To be eligible for selection under this RFP, applicants must submit a complete proposal package and agree to the terms and requirements of this RFP. All responses submitted as part of this RFP solicitation process become the property of NYSERDA. Applicants will not be reimbursed by NYSERDA for any costs associated with the preparation of their proposals.

B. Proposal Format: Proposals should not be excessively long or include unnecessary attachments beyond those sufficient to present a complete, comprehensive, and effective response. Each page of the proposal should state the name of the proposer, RFP 3407, and the page number. To facilitate comparison of proposals, each proposal must be in the following format:

1. Proposal Checklist and Disclosure of Prior Findings of Non- Responsibility

Attach as the front cover of your proposal a signed copy of the Proposal Checklist (Attachment A) including required certifications under the State Finance Law. Failure to include a signed copy of the Proposal Checklist referenced in this solicitation may disqualify your proposal.

2. Cover Letter: Applicants must submit a cover letter that references this RFP, identifies Category(ies) to which the proposal responds, provides applicant contact information, and includes a non-proprietary succinct summary of each proposal including identification of key Project Team members and anticipated outcomes.

3. Statement of Work: Applicants must prepare a Statement of Work (SOW) for each Category to which they respond. Although the SOW will be subject to negotiation and NYSERDA approval, and implemented through a Task Work Order, applicants should prepare this SOW with the intent for this SOW to be implemented as written. For Categories 1, 2, and 3, particular care should be given to near term activities within the next 12 months, where applicable. The SOW includes:

- An introductory section describing the proposed work in narrative form that expands on the Cover Letter by fully and specifically addressing the Evaluation Criteria in Section VI.
- Identification of all proposed Tasks. For each Task, as defined by this RFP in each Category and Subcategory or articulated by the applicant, the following must be provided in addressing the required activities listed above: primary goals for the work, proposed approach, deliverables, responsible party, and budget (total and by task).
- Proposed strategy for developing the project described in the SOW so as to target specific market segments, interim milestones, and expected outcomes.
- Particularly for Categories 1 and 3, the proposed implementation strategy for what content will be developed, the target audience, the means of reaching the target audience, and the methods for tracking the effectiveness of the implementation strategy.
- Proposed schedule in weeks following contract execution.
- Recommended metrics to evaluate performance.

- Any additional information that shall convey to NYSERDA how the program shall be conceived and administered.

Selected contractors will be required to submit periodic concise progress reports describing the work performed during the reporting periods, segregated by major project tasks, to NYSERDA's Project Manager no later than 30 calendar days following each quarter. The report shall describe progress, planned activities in the future, challenges encountered and planned solutions, and ability to meet schedule or reasons for slippage.

4. Project Team Personnel and Qualifications: Information on Project Team must include following:

- Identification of the full Project Team and key personnel, including identification of responsibilities associated with each Task, and an organizational chart.
- Identification of the Project Manager, with documentation of management of similar projects.
- Project Team's relevant expertise, experience and general ability to meet the objectives of this RFP. Thorough descriptions must be given of completed projects that illustrate competency in the range of services requested, including references for past relevant projects.
- Identification of relevant past working relationships between contractor and subcontractors.
- Include as an attachment one-page résumés that highlight recent relevant experiences of key individuals (applicant and any subcontractors) who will be directly involved in providing services. For ease of reference, organize the résumés in alphabetical order by last name of the individuals providing services, referencing in each résumé header the support areas they will be directly involved with.

5. Fee Schedule and Budgets: Applicants must include an overall anticipated budget for the full scope of activities for each Category or Subcategory of services proposed under this RFP, and indicate whether a discount in fees is available if the Applicant is selected for all of the proposed Category or Subcategory. Budgets must be itemized by Category or Subcategory, Task and Subtask. In addition, include a Budget Form (see Attachment C) presenting the specific budget only for the first 12 months of activities for each Category or Subcategory proposed.

Applicants must include a fee schedule for the services proposed under this RFP (See Exhibit E, Project Personnel and Rate Schedule in Attachment D, Sample Agreement). Fee schedules for applicants and all subcontractors shall include: direct labor costs presented by job title, and a range for each job title's hourly rate, which shall be inclusive of all overhead; travel and per diem costs; and other costs. If an applicant is not located in New York State, describe how travel costs will be minimized. NYSERDA may negotiate rates for subsequent years which shall in no event escalate by more than 3% per year.

Cost sharing that includes a contribution from the applicant, project team, or other parties is not required, but highly desirable and will be assessed in the evaluation criteria. If proposal includes cost sharing, a letter of commitment of funds must be provided on the party's letterhead. Cost sharing can be from the proposer, other team members, and other government or private sources. Contributions of direct labor (for which the laborer is paid as an employee) and purchased materials may be considered "cash" contributions. Unpaid labor, indirect labor, or other general overhead may be considered "in-kind" contributions. NYSERDA will not pay for efforts which 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 (expand table as needed):

	Cash	In-Kind Contribution	Total
NYSERDA	\$	\$	\$
Applicant	\$	\$	\$
Others (List Individually)	\$	\$	\$
Total	\$	\$	\$

6. Letters of Commitment: Commitment letters for all subcontractors on the Project Team must be provided. Letters of support from key stakeholders and target audience may also be included.

7. Samples of Work: Applicants may include samples of relevant work in a readily-viewable format. Proposals must demonstrate, and quantify where possible, past performance on similar efforts.

8. NYSERDA History: Identify active and completed NYSERDA-funded projects for which the applicant was a contractor or subcontractor over the last five years.

VI. PROPOSAL EVALUATION

Proposals that meet the submission requirements will be reviewed by a Scoring Committee using the Evaluation Criteria below **listed in order of importance**. At NYSERDA’s discretion, applicants may be requested to interview with all or part of the Scoring Committee to address any potential questions or clarifications outlined in the proposals. Applicants will be notified if they are requested to attend an interview. Proposals will be evaluated and ranked by the Scoring Committee individually for each of the four categories.

GENERAL EVALUATION CRITERIA: ALL PROPOSALS

Proposed scope of work:

- Proposal is responsive to the requirements of the RFP.
- Proposed services are clearly described and demonstrate a high likelihood of success.
- Proposal demonstrates prior success with similar efforts via submission of samples of prior applicable work and references.
- Proposal includes a clear, well-defined scope of work for all Categories or Sub-Categories to which it responds.
- Proposal, where applicable, leverages existing efforts such as, but not limited to, the PV Trainers Network, outreach activities through the Clean Energy Communities Program, and professional associations, as well as reputable third party resources.
- Letters of commitment from subcontractors (if applicable) and letters of support justify the need for such work.
- Proposal incorporates value-added services that exceed the requirements of the RFP.

Team:

- Project Team is strong; roles of Team members are clearly defined by task, complementary and lend value.

- Project Manager has appropriate skills and expertise.
- Project Team demonstrates technical competence relevant to the RFP's stated goals and specific tasks and subcontractors have successfully collaborated on previous projects, if applicable.
- Project Team demonstrates an ability to effectively deliver services as documented through past success.

Budget:

- Proposed budget is within defined funding limit(s), clearly articulated, and demonstrates cost-effectiveness and value for the stated objectives and deliverables.
- Proposed budget allocation among tasks is appropriate.
- Proposal includes all required budget documents, which are clear and complete.
- Extent to which requested NYSERDA funds are leveraged with co-funding.

NYSERDA reserves the right to accept or reject proposals based on the following factor(s):

- The degree to which pricing and hourly rates are in line with the rest of the market.

ADDITIONAL EVALUATION CRITERIA BY CATEGORY:

Category 1: Energy Storage Permitting Guidance

Proposed scope of work:

- Proposal identifies a sound strategy for developing content on siting and permitting, targeted audiences, and methods to reach such audiences.
- Proposal demonstrates a sophisticated understanding of energy storage market trends and regulatory needs in various jurisdictions, and the optimal way to engage with specific AHJs in different municipalities.
- Provides clear and realistic strategic timeline and execution plan for programming related to existing codes and standards compliance and/or the evolution of current codes and standards to reflect best practices.
- Sound strategy is articulated for tracking interest in various topics to ensure that information is effectively presented and distributed.
- Proposal identifies practical methods and tactics on regulatory codes and standards, as well as practical compliance protocols to attain approval for energy storage siting systems under such codes and standards.
- Proposal identifies a reasonable plan for engaging with relevant municipalities and New York State Department of State code staff.
- Proposal demonstrates past performance on similar efforts, with quantifiable statistics, where possible.

Team:

- Demonstrates technical knowledge of battery safety including familiarity with various battery chemistries as well as system integration and power electronics.
- Understanding of existing life safety, electrical, and building codes and relevant industry standards as well as direct exposure to progress among new codes and standards in development.
- Practical demonstrated experience in developing effective requirements for the safe installation of energy storage in a manner that optimizes risk mitigation, safety redundancy, and cost so as to strike the appropriate balance between the highest level of safety and integrity and system cost.
- Project Team includes firefighter experience in addressing and extinguishing building and battery fires including escalation approaches.
- Project Team demonstrates ability to present content in areas relevant to this project and includes exemplary samples of prior, relevant work.
- Demonstrated experience with AHJs, including effectively delivering training, that allows the team to build on existing relationships.

Category 2: Customer Acquisition and Best Fit Customer Data Analytics

Proposed scope of work:

- Proposal identifies a method for attaining data to be analyzed for best fit customer analysis, and reflects the desired timeline of the types customer data to be analyzed over the scope of the project.
- Proposal identifies experience with conducting data analytics based on utility bills and data logging including capacity for analyzing interval meter data, conducting data logging, and iterating key characteristics and algorithms.
- Proposal demonstrates capacity for developing tools that can be used by NYSERDA, customers, and vendors to quickly down-select those customers most likely to benefit from an energy storage system for demand charge reduction and other customer and electric system benefits.
- Proposal presents a compelling approach to identifying and evaluating key customer characteristics that can identify best fit customers for energy storage including sophisticated customer segmentation.
- Proposal provides a realistic scope of work to identify and contact potential customers in an outreach strategy intended to present customers with energy storage opportunities in coordination with NYSERDA, whether through a web based tool or otherwise.
- Proposal demonstrates past performance on similar efforts with quantifiable statistics, where possible.

Team:

- Project Team possesses the necessary background, expertise, and technical experience with evaluating customer load profiles for load management and/or energy storage implementation.

Category 3: Customer and Industry Education

Subcategory 3a. Customer Education

Proposed scope of work:

- Proposal identifies a compelling plan to produce engaging educational content and conduct outreach with a strategy for measuring effectiveness, and includes exemplary samples of prior, relevant online and in-person training.
- Proposal identifies specific topics relevant to NYSERDA's target audiences and designed to improve the deployment of distributed energy storage resources.
- Proposal demonstrates a capacity for targeting and segmenting customer classes that most benefit from outreach and education on distributed energy storage.
- Proposal identifies strategies for translating informational topics into accessible language that can be adapted to the context of how and where such information is deployed.
- Proposal demonstrates past performance on similar efforts with quantifiable statistics, where possible.

Team:

- Project Team demonstrates experience in creating and providing educational and outreach activities and materials and training associated with topics on distributed storage state of commercial deployments, technology readiness, use cases and business models.
- Project Team includes members with technical knowledge of distributed storage state of commercial deployments, technology readiness, use cases and business models, and an understanding of general, regional, and temporal dynamics impacting the deployment of distributed storage in NYS.
- Project Team identifies capabilities to segment the market and identify targeted strategies for relevant audiences where, when and how these audiences consume information.

Subcategory 3b. Industry Education

Proposed scope of work:

- Proposal identifies a compelling plan to produce engaging educational content and conduct outreach with a strategy for measuring effectiveness, and includes exemplary samples of prior, relevant online and in-person training.
- Proposal identifies specific topics relevant to NYSERDA's target audiences and designed to improve the deployment of distributed energy storage resources.

- Proposal demonstrates a strategy for tracking and educating industry audiences on distributed energy storage market potential, market rules, relevant tariffs, funding opportunities, and other information that can best animate the market.
- Proposal demonstrates past performance on similar efforts with quantifiable statistics, where possible.

Team:

- Project Team demonstrates experience in creating and providing educational and outreach activities and materials and training associated with topics on distributed storage state of commercial deployments, technology readiness, use cases and business models.
- Project Team includes members with technical knowledge of distributed storage state of commercial deployments, technology readiness, use cases and business models, and an understanding of general, regional, and temporal dynamics impacting the deployment of distributed storage in NYS.
- Project Team identifies capabilities to segment the market and identify targeted strategies for relevant audiences where, when and how these audiences consume information.
- Project Team has experience with NYS utility tariffs and ways in which storage can be utilized and optimized under these structures.

Category 4: Data Collection and Analysis for Deployed Energy Storage Systems

Proposed scope of work

- Proposal identifies experience with managing and presenting distributed energy storage data in a concise, readily understood context.
- Proposal identifies necessary patterns required for data validation to identify quality control and relationship check issues prior to posting system performance data.
- Proposal details the tools that will be utilized for assessing all data channels received from energy storage projects.
- Proposal identifies the types of bill analytics that can be implemented for the purpose of developing case studies that inform more trusted energy storage business models.
- Proposal includes examples of prior relevant work and past performance on similar efforts with quantifiable statistics, where possible.

Team:

- Project Team includes appropriate background, expertise, and technical experience with managing, assessing, and analyzing the types data channels that will be received from energy storage projects.
- Project Team has the requisite experience to analyze technical and financial data to produce validated reports on the effectiveness of a storage unit to provide customer and grid services.
- Project Team has the requisite experience to engage in bill analytics to evaluate value propositions pre and post energy storage deployment.

VII. GENERAL CONDITIONS

Proprietary Information - Careful consideration should be given before confidential information is submitted to NYSERDA as part of your proposal. Review should include whether it is critical for evaluating a proposal, and whether general, non-confidential information, may be adequate for review purposes. The NYS Freedom of Information Law, Public Officers law, Article 6, provides for public access to information NYSERDA possesses. Public Officers Law, Section 87(2)(d) provides for exceptions to disclosure for records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." Information submitted to NYSERDA that the proposer wishes to have treated as proprietary, and confidential trade secret information, should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to 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 <https://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 may at its discretion elect to extend and/or add funds to any project funded through this solicitation. 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). Applicants 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 applicants in approximately eight (8) weeks from the 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.

Accessibility Requirements - NYSERDA requires contractors producing content intended to be posted to the Web to adhere to New York State's Accessibility Policy. This includes, but is not limited to, deliverables such as: documents (PDF, Microsoft Word, Microsoft Excel, etc.), audio (.mp3, .wav, etc.), video (.mp4, .mpg, .avi, etc.), graphics (.jpg, .png, etc.), web pages (.html, .aspx, etc.), and other multimedia and streaming media content. For more information, see [NYSERDA's Accessibility Requirements](#).

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. NYSERDA reserves the right to disqualify applicants based upon the results of a background check into publicly available information and the presence of a material possibility of any reputational or legal risk in making of the award.

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. Applicants must also disclose if they have ever been debarred or suspended by any agency of the U.S. Government or the New York State Department of Labor.

VIII. Attachments:

Attachment A: Proposal Checklist

Attachment B: Disclosure of Prior Findings of Non-Responsibility

Attachment C: Budget Form

Attachment D: Sample Task Order Agreement

Attachment E: Instructions for Electronic Proposal Submission



**ATTACHMENT A
PROPOSAL CHECKLIST (MANDATORY)**

Proposal Title		Due Date	
Primary Contact (Prime Contractor)		Title	
Company		Phone	Fax
		e-mail	
<input type="checkbox"/> By checking this box I certify that the TIN number submitted is not a social security number. If your tax id number is your social security number please leave information blank and contact NYSERDA.		Federal Tax Identification Number:	
Address	City	State or Province	Zip
Secondary Contact		Title	
Company		Phone	Fax
		e-mail	
Address	City	State or Province	Zip

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

Do you accept all Terms & Conditions in the Sample Agreement? (If no, explain on separate page)
(NYSERDA may or may not accept any of the listed exceptions; NYSERDA reserves the right to limit any negotiations to exceptions specifically identified herein.)
___Yes ___No

Do you wish to have any information submitted in your proposal package treated as proprietary or confidential trade secret information? If yes, you must identify and label on each applicable page "confidential" or "proprietary" (For additional information regarding this, please refer to the section entitled "Proprietary Information" in the solicitation document).
 ___Yes ___No

Have you been indicted/convicted for a felony within the past 5 years? (if yes, explain on separate pg)
 ___Yes ___No

Are you a Minority or Women-Owned Business Enterprise?
 ___Yes ___No

Does your proposal contain Minority or Women-Owned Business enterprises as subcontractors?
 ___Yes ___No

Are you submitting the required number of copies? (See proposal instructions.)
 ___Yes ___No

Is other public funding pending/awarded on this and/or very similar topic (prior and/or competing proposals)? (if yes, explain on separate page)
 ___Yes ___No

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

Provide list of items consistent with Proposal Requirements section of solicitation:	Indictment/Conviction of Felony _____ (if applicable)
	NYSERDA Contracts Awarded _____ (if applicable)
	Prior and/or Competing Proposals _____ (if applicable)
	Exceptions to Terms & Conditions _____ (if applicable)
	Completed and Signed Contract Pricing Proposal Form(s) _____
	Disclosure of Prior Findings of Non-responsibility Form _____

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	

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?		Yes
		No
Was the basis for the finding of non-responsibility due to a violation of §139-j of the State Finance Law?		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?		Yes
		No
If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility:		
Government Agency or Authority:		
Date of Finding of Non-responsibility:		



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?		Yes
		No

If you answered yes, please provide details:

Government Agency or Authority:

Date of Termination or Withholding of Contract:

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

Signature: _____

Date: _____

Print Name: _____

Title: _____

INSTRUCTIONS FOR PREPARATION OF BUDGET

Your budget may be the basis of contract negotiation; it should be specific and complete in every detail. Supporting schedules (as described in Section B) providing the basis for your estimates must be provided. Each offer should submit using the most favorable cost. NYSERDA reserves the right to accept or reject proposals based on the degree to which pricing and hourly rates are in line with the rest of the market.

A. GENERAL

The schedule must be submitted on NYSERDA's Budget Form.

B. INSTRUCTIONS AND DESCRIPTION OF REQUIRED SUPPORT DETAIL

(Title each supporting schedule and cross-reference it to the item number on the Budget)

1 LABOR (DIRECT)

a. Attach supporting schedules showing:

- o Each category or type (Title) of labor being estimated
- o Applicable labor rates per hour, fully burdened
- o Estimated hours required to perform the proposed statement of work

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 1(a.)

2 DIRECT MATERIALS (PURCHASED PARTS), SUPPLIES, EQUIPMENT, AND OTHER COSTS

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

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

b. OTHER DIRECT MATERIALS

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

c. OUTSIDE SPECIAL TESTING

- o Describe the effort.
- o Provide the units of time (hours, days, or weeks), cost rates, and the vendor.
In accordance with the requirements of the Subcontract Procedures section of the attached Sample Agreement,
- o 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.

d. 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)

e. OTHER DIRECT COSTS

- o Identify the type of cost (i.e. postage, telephone, publications, graphics, etc.)

- o Provide cost details for the amounts estimated (hours or units, rates, etc.)
- o If any internal service center rates are applied, provide details similar to that required in Instruction #B.

3 TRAVEL

- o NYSERDA will accept as a direct charge only that travel required to perform the statement of work.
- o 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.
- o Identify and support any other special transportation costs required in the performance of this project.

4 FINAL DELIVERABLE

- o A payment based on the final deliverable will be reserved until project completion. This amount typically represents 10-20% of contract value and will be negotiated with NYSERDA.

5 SUBCONTRACTORS/CONSULTANTS

- o Explain the specific technical area in which such service is to be used and identify the contemplated consultants.
- o 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.
- o Explain any administrative hours needed to manage sub-contractors and include those hours in the direct labor category above (3. Direct Labor). NYSERDA does not accept a percentage-based mark-up on subcontractor tasks.

5 CERTIFICATION (CHECK BOX)

Proposers must certify, via an attestation statement, that hourly rates included in the proposal budget are the same or less than the hourly rates charged to other government or commercial entities for similar work performed.

Attachment D – Sample Task Order Agreement

New York State Energy Research and Development Authority
AGREEMENT

1. Agreement Number:
2. Contractor:
3. Project Director:
4. Effective Date:
5. Total Amount of Award: *Cumulative Value of Task Work Orders Issued*
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; and
- Exhibit E, Rate Schedule.

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

CONTRACTOR

NEW YORK STATE ENERGY RESEARCH

Signature: _____

Name: _____

Title: _____

Signature: _____

Jeffrey J. Pitkin

Treasurer

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 noted therein, all of which are made a part hereof as if set forth here in full.

Budget: The Budget set forth in individual Task Work Orders consistent with the rates set forth in the Rate Schedule Exhibit noted on Page One.

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

Contract Administrator: NYSERDA's Director of Contract Management, Cheryl M. Glanton, 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 the Exhibit A, Statement of Work, if applicable.

Proprietary Information: Recorded information regardless of form or characteristic, produced or developed, 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, including Work defined in individual Task Work Orders.

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.

Task Work Order: A written Task Work Order issued by NYSERDA pursuant to Exhibit A of this Agreement, specifically an approved work scope and budget.

Work: The Work described in the Exhibit A and individual Task Work Orders (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.

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. It is understood and agreed that NYSERDA and the Contractor are sharing the costs for the Work to be performed. In consideration for this Agreement and as 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 actual costs incurred as set forth in individual Task Work Order Budgets up to a 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, the Budget and the following:

(a) Billing Rates: The Contractor shall be reimbursed for the services performed by its employees under the terms of this Agreement at the lesser of employee's billing rate set forth in the Rate Schedule or the employee's billing rate applicable at the time the Work is performed. Such billing rates shall be inclusive of actual Cash-based Expenses in the form of wages paid the employee, fringe benefits, overhead, general and administrative (G&A), and other indirect costs. Contractor hereby warrants and

guarantees that the billing rates charged herein are Contractor's customary billing rates for performance of work of the type described in the Statement of Work attached hereto.

(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 should generally 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) Compensation. Compensation will be based on the Contractor's Rate Schedule for NYSERDA set forth in Exhibit E. Contractor fees for a Task Work Order assignment must be fully set forth in each Task Work Order budget and must be approved by NYSERDA. The Task Work Order budget must state a not-to-exceed cost cap or ceiling amount for each Task Work Order assignment. The Contractor shall not accrue billable costs beyond the not-to-exceed cost cap in the Task Work Order without approval in writing by NYSERDA.

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 submitted electronically to NYSERDA online invoice system at: <https://services.nyserda.ny.gov/Invoices/> or, if this project is managed through NYSERDA's Salesforce application, via NYSERDA's Salesforce Contractor Portal with the Contractor's log-in credentials. If electronic submission is not possible, invoices may be addressed to NYSERDA, "Attention: Accounts Payable." Such invoices shall reference the purchase order number, which will be generated and provided to the Contractor upon execution of Task Work Orders, and 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 Task Work Order Budget or Rate Schedule. Invoices shall 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, or (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.

Section 4.03. Release by the Contractor. The acceptance by the Contractor of final payment related to each specific Task Work Order shall release NYSERDA from all claims and liability that the Contractor, its representatives and assigns might otherwise have relating to that Task Work Order.

Section 4.04. 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 4.05. 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 4.06. 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. 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

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.

Section 6.03. Option to Renew. NYSERDA shall have an option to renew this Agreement, at NYSERDA's discretion, for ____ additional ____-year periods, upon the same terms and conditions as this prior to the expiration of the initial term or any subsequent renewal term.

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.

(a) All Contract Information shall be the property of NYSERDA. The Contractor shall not use Contract Information for any purpose other than to implement its obligations under this Agreement.

(b) All Proprietary Information shall be the property of Contractor.

(c) The use, public performance, reproduction, distribution, or modification of any materials used by Contractor in the performance of this Agreement does not and will not violate the rights of any third parties, including, but not limited to, copyrights, trademarks, service marks, publicity, or privacy. The Contractor shall be responsible for obtaining and paying for any necessary licenses to use any third-party content.

(d) 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.

Section 8.02. Representations.

(a) All materials have been or will be created solely by the Contractor's full-time employees during the course of their employment, or independent contractors who assigned or will assign all right, title, and interest worldwide to the Contractor.

(b) The use, public performance, reproduction, distribution, or modification of the materials does not and will not violate the rights of any third parties, including, but not limited to, copyrights, trademarks, service marks, publicity, or privacy.

Section 8.03. Licenses. The Contractor shall be responsible for obtaining and paying for any necessary licenses to use any third-party content contained in the materials.

Section 8.04. Assignment of Rights. The Contractor hereby irrevocably assigns, conveys and otherwise transfers to NYSERDA, and its respective successors and assigns, all rights, title and interests worldwide in and to the materials and all copyrights, trade secrets, patents, trademarks, service marks and other intellectual property rights and all contract and licensing rights, and all claims and causes of action of any kind with respect to any of the foregoing, whether now known or hereafter to become known. In the event the Contractor has any rights in and to the materials that cannot be assigned to NYSERDA, the Contractor hereby unconditionally and irrevocably waives the enforcement of all such rights, and all claims and causes of action of any kind with respect to any of the foregoing against NYSERDA, its distributors and customers, whether now known or hereafter to become known and agrees, at the request and expense of NYSERDA and its respective successors and assigns, to consent to and join in any action to enforce such rights and to procure a waiver of such rights from the holders of

such rights. In the event the Contractor has any rights in and to the materials that cannot be assigned to NYSERDA and cannot be waived, the Contractor hereby grants to NYSERDA, and its respective successors and assigns, an exclusive, worldwide, royalty-free, perpetual license to reproduce, distribute, modify, publicly perform and publicly display, with the right to sublicense through multiple tiers of sublicensees and assign such rights in and to the materials including, without limitation, the right to use in any way whatsoever the materials and the Contractor retains no rights to use the materials and agrees not to challenge the validity of the copyright ownership by NYSERDA in the materials. In the event that any development of any materials under this Agreement is to be performed by a subcontractor, the Contractor agrees to include the provisions contained in this section in any such subcontract.

Section 8.05. Restriction on Use. 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) any Work product furnished with respect to performance of the Work shall be in accordance with sound and currently accepted professional construction and design standards and best engineering practices applicable to the Work;

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

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

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

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

(i) Contractor is familiar with and will comply with NYSERDA's Code of Conduct for Contractors, Consultants, and Vendors with respect to the performance of this Agreement; <http://www.nyserda.ny.gov/About/Board-Governance.aspx>

(j) 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; and

(k) 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

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 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.

Section 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:

NYSERDA

Name: Cheryl M. Glanton

Title: Director of Contract Management

Address: 17 Columbia Circle, Albany, New York 12203

Facsimile Number: (518) 862-1091

E-Mail Address: Chery.Glanton@nysesda.ny.gov

Personal Delivery: Reception desk at the above address

Contractor

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

STANDARD TERMS AND CONDITIONS FOR ALL NYSERDA AGREEMENTS

REVISED 5/12

(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.ny.gov/about/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 <http://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.¹

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

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

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

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

(c) "Payment" means payment properly due and owing to Contractor pursuant to Article 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

¹ This is only a summary; the full text of Part 504 can be accessed at:
<http://www.nysesda.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.

EXHIBIT E

PROJECT PERSONNEL & RATE SCHEDULE

Fully-Burdened Hourly Salary Ranges

Title	Base Year 1		Base Year 2		Base Year 3		Base Year 4		Base Year 5	
	Min	Max								

Travel or other direct costs for project related expenses may be part of Task Work Orders on an as needed basis, and will be reimbursed at cost. NYSERDA will not reimburse the purchase or rental of measurement tools and equipment.

NYSERDA - INSTRUCTIONS FOR ELECTRONICALLY SUBMITTING PROPOSALS

Please read the following instructions before submitting a proposal.

1. Submit one proposal for each session.
2. Enter your e-mail address and click the “Validate Email” button to generate an automated email.
3. Check your email for the auto-generated email containing a link to validate your email address. Click the link to be taken back to the Funding Opportunity page and to begin the online submission process.
4. Upload as many files as needed, one at a time.
5. The electronic file names should include the proposing entity’s name in the title of the document. Note: there is a **100** characters limit.
6. You may submit Word, Excel, Zip, or PDF files. Individual files should be less than **1GB** file size.
7. PDF files must be searchable and therefore should be converted directly from an electronic document to PDF, rather than scanned.
8. 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.
9. After all necessary files have been uploaded, review the list of documents to ensure that your proposal is complete and accurate.
10. Click the “Submit Proposal button.”
11. You will then be brought to a confirmation page listing the files received. Please print and save the confirmation page.
12. An auto-generated confirmation e-mail will be sent to the e-mail address you entered. Please save this e-mail.
13. When choosing to submit files electronically, the award/non-award notification letter will be sent to the e-mail address of the **Primary Contact listed on the Proposal Checklist.**

Important Reminders:

1. **The electronic proposal system closes promptly at 5pm Eastern Time on the due date of the solicitation.** Files in process or attempted for submission after 5pm will be locked out of the system. Please allow at least 15-30 minutes to enter/submit proposals.
2. E-mail or facsimile (fax) submittals will not be accepted.

If you make an error:

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

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

If you need help:

If you need help with this electronic proposal submission process, please contact Jillina Baxter at Jillina.Baxter@nyserda.ny.gov or 518-862-1090 ext. 3279 and the Program contact listed in the solicitation.