



**NYSERDA**

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Chair

**NY Prize Community Grid Competition  
Request for Proposals (RFP) 3044  
Revised April 2015**

**Stage 1: Feasibility Assessment**  
**Proposals Accepted: now through May 15, 2015 5:00 PM Eastern Time\***  
**Note: Stage 2 (Detailed Design) and Stage 3 (Build) to be released at a future date.**

**SUMMARY OF REVISIONS**

**The following change has been made to RFP 3044, NY Prize Community Grid Competition:**

- Attachment F, Sample Agreement has been replaced in its entirety.

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**New York State Energy Research and Development Authority**

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# NY Prize Community Grid Competition

Request for Proposals (RFP) 3044

## Up to \$40 Million Available

**Stage 1: Feasibility Assessment**  
**Proposals Accepted: now through May 15, 2015 5:00 PM Eastern Time\***  
**Note: Stage 2 (Detailed Design) and Stage 3 (Build) to be released at a future date.**

The New York State Energy Research and Development Authority (NYSERDA), in partnership with the Governor’s Office of Storm Recovery (GOSR) announce the availability of up to \$40,000,000, under the three-stage NY Prize Community Grid Competition (NY Prize), to support the development of community microgrids. The objective of NY Prize is to promote the design and build of community grids that improve local electrical distribution system performance and resiliency in both a normal operating configuration as well as during times of electrical grid outages. NY Prize objectives include empowering community leaders, encouraging broad private and public sector participation including local distribution utilities, local governments and third parties, protecting vulnerable populations and providing tools to build a cleaner more reliable energy system.

**Stage 1: Feasibility Assessments.** NYSERDA is accepting proposals for funding to conduct engineering assessments that evaluate the feasibility of installing/operating a community microgrid at a site within New York State. Proposals **must be received by NYSERDA** by 5:00 PM Eastern Time on May15, 2015.

Category	Funding Limits	Total Project Cost Share
Feasibility Assessment	Up to \$100,000	Not Required

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

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

**Roseanne Viscusi, RFP 3044**  
**NYS Energy Research and Development Authority**  
**17 Columbia Circle, Albany, NY 12203-6399.**

Programmatic questions should be directed to John Saintcross, 518-862-1090 ext: 3384 ([john.saintcross@nyserda.ny.gov](mailto:john.saintcross@nyserda.ny.gov)), or Michael Razanousky, 518-862-1090 ext: 3245 ([michael.razanousky@nyserda.ny.gov](mailto:michael.razanousky@nyserda.ny.gov)). Contractual questions should be directed to Nancy Marucci, (518) 862-1090 ext: 3335 ([nancy.marucci@nyserda.ny.gov](mailto:nancy.marucci@nyserda.ny.gov)).

No communication intended to influence this procurement is permitted except by contacting Michael Razanousky, (518) 862-1090 ext: 3245. Contacting anyone other than this Designated Contact (either directly by the proposer or indirectly through a lobbyist or other person acting on the proposer’s behalf) in an attempt to influence the procurement: (1) may result in a proposer being deemed a non-responsible offerer, and (2) may result in the proposer not being awarded a contract.

\* Late proposals or proposals lacking the appropriate completed and signed Proposal Checklist will be returned. Faxed proposals will not be accepted. Mailed proposals will not be accepted at any other NYSERDA location other than the address above. Prior to preparing proposal for future rounds, proposer should contact NYSERDA regarding changes to solicitation. If changes are made to this solicitation, email notification will be sent to original distribution group as well as posted on NYSERDA’s web site: [www.nyserda.ny.gov](http://www.nyserda.ny.gov) and in the Contract Reporter.

## I. INTRODUCTION - NY Prize Community Grid Competition

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The New York State Energy Research and Development Authority (NYSERDA), in partnership with the Governor's Office of Storm Recovery (GOSR) announces the availability of up to \$40,000,000, under the NY Prize Community Grid Competition, to support the development of community microgrids. The purpose of this competition is to solicit proposals to design and build community grids that improve the local electrical distribution system performance and resiliency in both a normal operating configuration as well as during times of electrical grid outages. The competition was developed in response to the Governor's New York RISE initiative regarding the use of microgrids as a means of minimizing the impacts due to power outages associated with emergencies, natural disasters, and other events. Communities that a) continue to remain vulnerable to future storms, b) have historically not benefitted from energy grid optimization, and c) are co-located within a utility service territory with areas experiencing significant load growth or in potential need of utility grid reinforcements are strongly encouraged to consider competing for a NY Prize award. Key NY Prize objectives include empowering community leaders, encouraging broad private and public sector participation, protecting vulnerable populations, expanding the use of locally distributed energy resources, engaging with private sector or third-party interests and providing tools for building a cleaner more reliable energy system.

NY Prize is not intended to support the development of additional behind-the-meter, campus style, single entity microgrids for which an extensive operating history exists. NY Prize seeks to support the development of community grids encompassing no less than one facility providing a critical service to the public that is connected to multiple, uniquely owned/controlled buildings that act as a group of interconnected loads and distributed energy resources, lie within a clearly defined electrical boundary and act as a single controllable entity, which can connect and disconnect from the surrounding utility grid and operate in both grid-connected or island mode.

Originally, electric power in the United States, including generation and distribution systems, operated on a small, local scale. Over time, regional utilities and infrastructure were developed to deliver cost-effective, safe, and reliable water, heat, power, fuel, and communications over significantly broader distances. These large, networked systems of electric power generation, transmission, distribution, and delivery offer the benefits of fuel diversity, proximity of generating assets to large fuel and water resources, efficiencies of scale, reliability through diversity of assets, quality of life benefits from locating large emissions sources away from population centers, and least-cost-dispatch. These systems are, however, vulnerable to outages that can impact large regions and thousands of businesses and citizens, particularly as a consequence of extreme, destructive weather events. Microgrids could help minimize the impact of these outages by localizing power generation, distribution, and consumption so that a fallen tree or downed wire will not interrupt critical services for miles around. Microgrids are essentially self-sustaining, small electric grids with their own generation resources and internal loads that may or may not be connected to the larger electric utility "macrogrid".

Microgrids rely on a combination of Demand-side Resources (DR) (i.e., resources such as energy efficiency or curtailable load that impact how energy is consumed) and distributed generation resources (DG) (i.e., resources that produce energy). For the purposes of the NY Prize competition, these collectively are considered Distributed Energy Resources or DER as defined below:

## **DISTRIBUTED ENERGY RESOURCES (DER):**

**Demand-side resources** are those that affect how and when energy is consumed within the microgrid. Most commonly, these will include intelligent energy management systems and energy efficiency investments. Intelligent energy management technologies are systems that monitor and control electricity consumption in real time. These technologies allow the operator of the microgrid to reduce demand for either practical reasons (such as the microgrid islanding and needing to curtail consumption to match local generation) or in response to economic incentives (such as the microgrid's participation in a demand response program).

**Supply-side resources** affect energy production within a microgrid. The most common are distributed generators (DG). DG encompasses a wide range of generation technologies, including gas turbines, solar electric (photovoltaic or PV), wind turbines, fuel cells, biomass, and small hydroelectric generators. Some DG units that use conventional fuel-burning engines are designed to operate as combined heat and power (CHP) systems that are capable of providing heat for buildings or industrial processes using the "waste" energy from electricity generation. Some of the key attributes for microgrid developers to consider when choosing between types of DG to install in a microgrid include the intermittency of the generator's output (e.g., solar panels produce power only "intermittently," when the sun is shining), whether it is renewable or non-renewable, its location, its size, its relationship with the conventional electric grid, and its operating regime.

As described earlier, community microgrids eligible to receive NY Prize monetary awards must involve at least one facility that provides a critical service to the public (critical facility). Facilities meeting this requirement include:

- Wastewater Treatment Plants
- Hospitals
- Universities
- Facility of Refuge or Shelters
- Schools (K-12)
- Police Departments
- Libraries
- Hospitals
- Fire Stations

## **REGULATORY CONTEXT - Reforming the Energy Vision**

In its order of December 26, 2013 <sup>1</sup>, the Public Service Commission (PSC) announced that it would comprehensively consider how the regulatory paradigm and retail and wholesale market designs either effectuate or impede progress toward achieving the policy objectives underlying the system benefit programs and regulation of electric distribution utilities<sup>2</sup>. With respect to regulation of distribution utilities, the PSC identified the following key questions it needed to address:

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<sup>1</sup> Case 07-M-0548, Proceeding on Motion of the Commission Regarding an Energy Efficiency Portfolio Standard, Order Approving EEPS Program Changes (issued December 26, 2013) (EEPS Changes Order).

<sup>2</sup> See Case 13-M-0412, Petition of New York State Energy Research and Development Authority to Provide Initial Capitalization for Governor Cuomo's New York Green Bank, Order Establishing New York Green Bank and Providing Initial Capitalization

1. What should be the role of the distribution utilities in enabling system wide efficiency and market-based deployment of distributed energy resources and load management?
2. What changes can and should be made in the current regulatory, tariff, and market design and incentive structures in New York to better align utility interests with achieving our energy policy objectives?

The PSC also identified several policy objectives it would want satisfied by any utility system reforms:

1. Enhanced customer knowledge and tools to support effective management of their total energy bill
2. Market animation and leverage of ratepayer contributions
3. System wide efficiency
4. Fuel and resource diversity
5. System reliability and resiliency; and
6. Reduction of carbon emissions

This was followed by an order instituting a proceeding to improve system efficiency, empower customer choice, and encourage greater penetration of clean generation and energy efficiency technologies and practices, commonly called Reforming the Energy Vision (or REV)<sup>3</sup>. In a subsequent memorandum and resolution<sup>4</sup>, the PSC stated that demonstration projects would be an important step in implementing the REV changes and informing decisions on utility functionalities, customer responses to program offerings and associated prices and determining the most effective implementation of Distributed Energy Resources (DER). The intent of early REV demonstrations is to advance the development of new utility and third party service or business models and gain experience with integration of DER. Communities in NY prize are encouraged to consider these principles as they develop plans for a community microgrid.

## **II. Competition Structure**

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Community microgrid development projects, including those being funded through current or pending NYSERDA awards, funded through other means or otherwise in progress, have the option of submitting a proposal at any stage of the NY Prize competition for which funding is being requested subject to that stage being open for competition as specified in the schedule in this Section II. All applications are eligible for NY Prize monetary awards only to the extent that the proposer demonstrates that any existing or pending funding awards are insufficient to complete an assessment that complies with the NY Prize competition requirements specific to the stage of competition for which funding is being requested.

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(issued December 19, 2013) and Case 03-E-0188, Retail Renewable Portfolio Standard, Order Authorizing the Redesign of the Solar Photovoltaic Programs and the Reallocation of Main-Tier Unencumbered Funds (issued December 19, 2013).

<sup>3</sup> CASE 14-M-0101 - Proceeding on Motion of the Commission in Regard to Reforming the Energy Vision, (issued April 25, 2014).

<sup>4</sup> CASE 14-M-0101 - Proceeding on Motion of the Commission in Regard to Reforming the Energy Vision, Memorandum and Resolution on Demonstration Projects (Issued December 12, 2014).

## **COMPETITION STAGES**

The NY Prize competition is comprised of three (3) stages that will be released in separate RFP's:

Stage 1: Feasibility Assessment (this RFP 3044)

Stage 2: Audit-Grade Detailed Engineering Design and Financial /Business Plan

Stage 3: Microgrid Build-out and Operation

### **Stage 1: Feasibility Assessment**

Communities or Proposers are encouraged to offer proposals for conducting a Feasibility Assessment for a community grid, subject to the requirements of Section IV. Community proposals satisfying the specified evaluation criteria will be awarded up to \$100,000 in NY Prize funding to conduct a Feasibility Assessment. The awarded contract will be structured to include the activities and requirements in Attachment C.

**NOTE: NYSERDA reserves the right to negotiate scope of work, budget and funding levels on all awarded projects.**

Payments will be released on a reimbursement basis for eligible expenses related to milestone completion. Community cost share is not required but those communities willing to share in the costs of conducting this assessment will be favorably considered for selection. NYSERDA anticipates making potentially up to 25-30 awards to support the development of Feasibility Assessments.

### **Stage 2: Audit-grade Detailed Engineering Design and Financial/Business Plan**

Communities awarded funding under the first stage of the NY Prize competition as well as project proposals that did not receive funding for a Feasibility Assessment pursuant to this RFP, will be encouraged to submit their Feasibility Assessments for Stage 2 consideration (participation in stage 1 is not a pre-requisite to participation in stage 2). Proposals from this field of competitors will be evaluated against prescribed criteria and some will be awarded under the Stage 2 design competition and receive NY Prize funding of up to \$1,000,000 to prepare a detailed, Audit-grade Engineering Design and Financial and Business Plan. Projects subject to current or pending NYSERDA awards for community grid design and engineering are eligible for additional monetary awards at this stage but again, only to the extent that the proposer can demonstrate that any existing or pending awards are insufficient to complete an audit-grade design assessment in accordance with NY Prize competition requirements. Community cost share of 25% of project costs is required of Stage 2 awardees. NYSERDA anticipates making potentially up to 10 - 12 awards for conducting an Audit-grade Engineering Design and Financial and Business Plan.

### **Stage 3: Microgrid Build-out and Operation**

At this stage of the competition, all remaining competitors will be encouraged to submit their Audit-grade Engineering Design and Financial and Business Plan for consideration and all or some of these proposed plans will be awarded NY Prize funding for construction and post-commissioning monitoring and evaluation activities. NYSERDA anticipates up to \$25 million in NY Prize funding being available to potentially support the construction of up to 5-7 community grid projects.

## SCHEDULE

The schedule for this competition reflects intentions to provide windows of opportunity for communities to enter the stage for which funding is being requested and be evaluated expeditiously.

**Please note:** The dates below are subject to change. Notification of such change(s) will be posted on the NY Prize website at <http://www.nyserda.ny.gov/All-Programs/Programs/NY-Prize>

<b>Milestone</b>	<b>Target Date(s)</b>
<b><i>Competition Open to Stage 1 Feasibility Assessment Study Entries</i></b>	February 12, 2015
- Outreach/Informational Session	February 25, 2015
- Stage 1 proposals accepted through	May 15, 2015
- Review panel convenes/proposals evaluated	Every week through May 28, 2015
- Contracts issued to Stage 1 awardees through	July 2015
<b><i>Competition Open to Stage 2 Audit-grade Engineering &amp; Financial/Business Plan Entries</i></b>	May 15, 2015
- Stage 2 proposals accepted	May 2015 through February 2016
- Review panel convenes/proposals evaluated	September 2015 and March 2016
- Contracts issued to Stage 2 awardees	60 days after selection
<b><i>Competition Open to Stage 3 Microgrid Build-out and Operation Entries</i></b>	July 15, 2015
- Stage 3 proposals accepted	July 2015 through December 2017
- Review panel convenes/proposals evaluated	Every 6 months starting January 2016 through January 2018
- Contracts issued to Stage 3 awardees	60 days after selection
- Stage 3 Project Commissioning	24 months after contract execution

## COMMUNITY OUTREACH

NYSERDA will conduct a teleconference (outreach session) to review the competition objectives, process for participation, and contractual requirements. Questions will be taken and to the extent possible, responses will be provided during the Outreach Session. Participants will also have an opportunity to provide written questions that NYSERDA will respond to within 10 business days. Written responses will be posted at <http://www.nyserda.ny.gov/All-Programs/Programs/NY-Prize>. Communities who intend to participate in the Outreach Session must send an email indicating such to <http://www.nyserda.ny.gov/All-Programs/Programs/NY-Prize/Email-List>, by 12:00 noon on February 23, 2015, with the subject line "NY Prize Outreach Session." Respondents will be provided with information on how to participate. Should the need arise; NYSERDA will conduct a follow-up Outreach Session(s). In such event, NYSERDA will forward information relevant to participating in such session when such decision is made to the authorized contact for project proposers.

### III. PROGRAM REQUIREMENTS

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To be eligible to participate in the NY Prize Competition, the following pre-requisites must be included in any project proposal:

- **Identify members of the project team.**
- **Provide evidence that the participation of the local utility and local government has been secured (e.g. letters of commitment in hand). Indicate progress in securing commitments from third parties (e.g., independent energy service companies, resource/ product vendors). At this stage of the NY Prize competition, commitments may not be financial, and letters that signify a considerable degree of support for conducting a feasibility assessment will suffice in such case.**
- **Provide evidence that the proposer is eligible for funding from NYSERDA and/or the US Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) program.**

### IV. STAGE 1 PROPOSAL REQUIREMENTS

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**Feasibility Assessment (up to \$100,000 in funding with no proposer total project cost share required)**

- Stage 1 engineering/business analysis studies that assess the feasibility, design and effectiveness of demonstrating community microgrids at a New York site.

**NOTE: NYSERDA reserves the right to negotiate scope of work, budget and funding levels on all awarded projects.**

#### **PROPOSAL SUBMISSION:**

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

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Proposals should not be excessively long or submitted in an elaborate format that includes expensive binders or graphics. Double-sided prints with a staple in the upper left corner is the preferred format. Unnecessary appendices beyond those sufficient to present a complete, comprehensive, and effective response will not influence the evaluation of the proposal. Each page of the proposal should state the name of the proposer, the RFP number, and the page number. **The proposal must be in the following format and sequence listed below** (suggested page limits for each section are shown in parentheses following the section title).

**ALL PROPOSALS MUST INCORPORATE THE FOLLOWING SECTIONS:**

**Note: Application proposal should not be longer than 10 to 15 pages total (appendixes excluded)**

**1. Proposal Checklist - Complete the specific Proposal Checklist (Attachment A of this RFP), and include it as the front cover of the original and each copy of the proposal.** Please note the following:

1. Indicate whether you accept the standard terms and conditions as contained in the Attachment F - Sample Agreement. If you do not accept the standard terms and conditions, provide alternate terms with justification based on the risk and benefit to NYSERDA and New York State. 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.
2. Be sure the individual who is signing the Proposal Checklist is authorized to commit the proposer's organization to the proposal as submitted.

Failure to include a signed copy of the Proposal Checklist referenced in this solicitation will disqualify your proposal.

**2. Procurement Lobbying Requirements - State Finance Law sections 139-j and 139-k --** Procurement lobbying requirements contained in State Finance Law sections 139-j and 139-k became effective on January 1, 2006. (The laws are available at: <http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html>). In compliance with §139-j and §139-k of the State Finance Law, for proposals submitted in response to this solicitation that could result in agreements with an annual estimated value in excess of \$15,000, additional forms must be completed and filed with proposals: (1) a signed copy of the Proposal Checklist including required certifications under the State Finance Law and (2) a completed Disclosure of Prior Findings of Non-Responsibility form. Failure to include a signed copy of the Proposal Checklist referenced in this solicitation will disqualify your proposal.

**3. Executive Summary** (two page maximum) – State the title of the proposed project and briefly summarize the team members, the community microgrid systems-related problem or opportunity, the proposed solution and its innovative characteristics, and potential energy, environmental, and economic benefits to New York State.

**4. Proposer Information** (three page maximum):

- Please provide the *legal name(s)*, title(s), mailing address(es), phone number(s), and e-mail address(es) of the proposer. Phone number(s) must be a number where the proposer can be reached during business hours. Please fill in the name(s), title(s), mailing address (es), phone number(s), and e-mail address (es) of the project contact only if different from the proposer. Phone number(s) must be a number where the contact can be reached during business hours.
- Please state the name and title of the representative who would be legally authorized to sign a contract, if awarded. Have this individual sign and date the Proposal checklist in the space provided. The legally authorized representative of the Proposer also certifies by the submission of its proposal that:
  1. the Proposer has reviewed this Notice and has investigated and informed itself with respect to all matters pertinent to this Notice and its proposal;
  2. the Proposer’s proposal is submitted in compliance with all applicable federal, state, and local laws and regulations, including antitrust and anti-corruption laws; and
  3. the information provided in the proposer’s proposal is true and accurate.
- **Provide evidence that the proposer is eligible for funding from NYSERDA and/or the US Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) program.**
- If applicable, provide evidence that the Proposer has financial resources to share the costs of conducting a Stage 1 Feasibility Assessment (only as applicable; no cost sharing is required for project costs up to \$100,000).
- Identify public interests/organizations/customers involved in the Project Team and describe their respective roles in and relationship to the project:
  - **Local electric distribution company (required),**
  - **Local government(required),**
  - **Local fuel (e.g., gas) distribution company (required for non-renewable, fuel-based generation),**
  - Regional Economic Development Council,
  - Low- to- moderate income tenants associations,
  - Local/regional emergency management
  - Retail /Institutional customers,
  - Non-profit organizations,
  - Third party implementers/project developers,
  - Vendors;
  - Others.

**5. Project Description and Benefits (two to three pages):**

Please describe the proposed project configuration, the project’s purpose/need, the intended use and description of the public benefits expected to result from the project.

- Please include the name, street address(es), and the municipality for each facility and new generation sources being considered in any community microgrid plans. Describe the preferred mix of fossil-fueled and renewable power generation sources as a percent of total community microgrid requirements. Identify innovative technologies and systems that are under consideration. Identify any existing generating assets that are being considered as part of the community microgrid plan. Please provide a description of and directions to the site. Include a copy of any maps or other documentation that well defines the geographical area/scale of the project including descriptions of customers/properties and electric generation options under consideration. Include a copy of the map and lot number(s) of the site as identified by the Tax Assessor's Office for the municipality in which the site is located.
- Describe the mix of properties, public and private interests, and critical functions that are expected to benefit from the project (e.g., diversity in mix of residential, critical public facilities and private commercial facilities).
- Describe utility system benefits (e.g., deferred capital expenses, reduced losses) that are anticipated to result from the operation of the project and under what operating conditions are such benefits expected to be realized. Describe who will benefit from the operation of the project (e.g., ratepayer, community microgrid customer).
- Provide any evidence demonstrating historic power quality/reliability issues that are not storm-related? If yes, describe the underlying cause. Describe power quality or reliability issues the project is expect to address.
- Describe how likely will the proposed community grid project build competitive markets, support new product and service options and demonstrate/incorporate new business models.
- To what extent will the operation of the project increase community resiliency or otherwise support community functioning during and after electric service disruption caused by severe weather (e.g., Irene, Lee, Sandy and October 2011 Winter Storm) or address other problems or opportunity and provide value to microgrid participants and others. What critical loads will be supported and for how long? Describe how this could be assured. To what extent is the project dependent on other community plans/projects/commitments being satisfied?
- Describe who is expected to own, maintain and control generating and other assets of the community microgrid project.
- Please provide/describe the population of the community including census tract income data, whether the affected community /project area has been storm impacted (Irene, Lee, Sandy and October 2011 Winter Storm), the geographic area impacted and the expected beneficiaries of the project/share of populace impacted by project plans. Describe how the interests of the affected population are to be served by the proposed project.
- Provide a description of any energy efficiency projects that have been or will be implemented by the affected facilities in the anticipated microgrid. If the community has considered/accounted for existing efficiency programs in its plans, please describe. If not, explain why.
- Please describe barriers to project success and plans to overcome them.
- Please describe scalability or replication expected with this project.
- Describe major tasks to be accomplished under the proposed project and the timing if known.

**6. Work Plan and Schedule** (three to five pages) The Work Plan describes work activities and deliverables associated with accomplishing the work outlined in Attachment C. **Refer to Attachment C for a Statement of Work and the format associated with conducting a Stage 1 Feasibility Assessment.**

The Work Plan shall describe each step or procedure required to accomplish the project objectives. Therefore, each action shall be identified, indicating who will perform it, how it will be performed and its intended result. Where applicable, include site maps and/or other diagrams indicating location and features of specific project tasks. Provide a project plan for working collaboratively (e.g., sharing data, conducting public outreach and organization) and enlisting other sources of technical and financial expertise. Be clear and specific: concentrate on how and not why. Use active voice sentence structure to make clear who is responsible for specific actions; for example, use the following phrase to start the description of every task and subtask: The Contractor shall ....

Schedule. Present a work schedule with a starting point and duration for each task and subtask contained in the Work Plan. Presentation of the schedule in a bar chart is preferred starting with "Month 1", Month 2", etc. The schedule should include timing of major milestones such as feasibility steps, showing progress toward project objectives and goals. Identify any seasonal constraints or specific requirements for work scheduling. For example, work times may need to be coordinated with a school year calendar, observation of environmentally sensitive seasons, or the receipt of required authorizations. Schedule for projects preferred to be completed within 4-8 months.

*(INCLUDE MILESTONE PAYMENTS FOR PROPOSALS ONLY)* Milestone Payments – Provide a list of deliverables associated with each task with proposed milestone payments assigned to major deliverables. The magnitude of the milestone payments should be based on the amount of effort required to reach the deliverable.

**7. Proposer Qualifications** (one to two pages); include resumes and other material in appendices) – Identify:

- Proposing Organization(s) - Include a brief description of organization(s) involved in the proposing team, including major subcontractors. Include date founded, history, size, product portfolio, and location. Also include an explanation of why the proposed organization or team is the best qualified to perform/implement the project from a technical and business perspective. Identify any other organizational qualifications relevant to the proposed work. If applicable, include examples of previous successful commercialization projects and the current status of those successes. (Note: Subcontracts of \$50,000 or more are subject to competitive bid procedures except where the proposal identifies a specific subcontractor as an integral participant in the proposed work; see Attachment F - Sample Agreement).
- Organizational Chart - Prepare an organizational chart listing all team members, including the project manager and any subcontractors and other sponsors involved in the project, showing their roles and responsibilities.
- Qualifications of Key Individuals – Identify key individuals that will be involved in the project and its success. Provide one- to two-paragraph summaries of relevant technical and business expertise of these individuals. Submit resumes (as appendices) of all key project team members. Include in the resumes, education and experience that are relevant to the proposed work.
- Previous Experience - Describe the proposing team's experience that is relevant to the proposed effort. List related projects that have been undertaken and successfully completed by the

Proposer and/or subcontractors. List NYSERDA contracts awarded to the proposer, if any, in the past five years.

**8. Budget** (one page) – Include a project budget, if possible, showing a total of project costs and proposer cost-share. Describe sources of any funding available to conduct a Feasibility Assessment.

Cost Sharing – To the extent applicable (cost sharing not required for conducting a Feasibility Assessment in Stage 1), the proposal should show non-NYSERDA funding of the total cost of the project. 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 that have already been undertaken. The proposer or proposing team cannot claim as cost-share any expenses that have already been incurred. Complete the following table for **ALL PROPOSALS** (expand table as needed):

FUNDING SOURCE TABLE			
Funding Source	Project Total		Total (cash + in-kind)
	Cash	In-Kind	
NYSERDA	\$		\$
Proposer	\$	\$	\$
Co-Funder (identify)	\$	\$	\$
Co-Funder (identify)	\$	\$	\$
Total (\$)	\$	\$	\$

**9. Appendices** – Include any resumes, company qualifications, or ancillary information that is deemed necessary to support your proposal. If appropriate, also include:

- **Letters of Support or Commitment** – If you are relying on any other organization to do some of the work, provide services or equipment, act as a host demonstration site, or share in the non-NYSERDA cost, include a letter from that organization describing their planned participation. Also include letters of support or commitment from businesses or other organizations critical to the future commercialization, demonstration, or implementation of the project. Absence of letters of interest or commitment will be interpreted as the proposer not having support from the identified parties.
- Provide evidence (signed letters of commitments) from the Proposer and Project team members signifying their participation in all aspects of project implementation team activities and their commitment to providing resources necessary to successfully carry out the responsibilities for conducting a Stage 1 Feasibility Assessment in accordance with the requirements set forth in Attachment C. **At this stage of the NY Prize competition, commitments may not be financial,**

**and letters that signify a considerable degree of support for conducting a feasibility assessment will suffice in such case.**

- Provide documentation of ownership, site control and/or permission of the property owner for proposed sites.

## **V. STAGE 1 PROPOSAL EVALUATION**

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Proposals that meet Program and Proposal Requirements will be reviewed by a Technical Review Committee (TRC) using the Evaluation Criteria identified below. After the proposals are reviewed, NYSERDA will issue a letter to each proposer indicating the proposal evaluation results. Proposers receiving favorable evaluations will be invited to enter into contract negotiations with NYSERDA to perform a Stage 1 Feasibility Assessment. The proposer may also be asked to address specific questions or recommendations of the TRC before contract award.

### **Evaluation Criteria for Feasibility Assessment Selection**

#### **Benefits /Impact**

- How likely will the proposed community grid project build competitive markets, support new product and service options and demonstrate/incorporate new business models?
- Have anticipated utility system benefits (deferred capital expenses, reduced losses, improved power quality, etc.) been identified? What are the benefits to the ratepayer? To the community microgrid customer?
- Is there evidence demonstrating historic power quality/reliability issues that are not storm-related? If yes, has the underlying cause been adequately described?
- Is the microgrid anticipated to serve areas impacted by Hurricanes Irene, Lee, Sandy or any other related outages? If not, is there sufficient documentation of other issues or concerns the microgrid is expected to address or resolve?
- To what extent will a community microgrid be expected to improve resiliency and/or support community functioning during and after disruptive events?
- During extended periods of electrical grid outages how long is it anticipated that the microgrid should be capable of running continuously?
- What is the current anticipated mix of fossil and renewable distributed power generation sources (e.g., storage, efficiency, PV, CHP) in percentage terms for the microgrid configuration? How will distributed energy resources (storage, efficiency, etc.) be integrated?
- Does the utility partner expect the community grid will improve the local distribution system performance in a normal operating configuration?
- How many low-to-moderate income individuals will benefit from the project?
- What are the anticipated annual hours of operation for non-emergency operation (“blue sky” conditions)? Is there local generation currently in place (or being considered) by a participating customer that could provide a foundation for expanding electric and/or hot water/heat service to other customers (e.g., combined heat and power, solar PV system(s))?

- Does the proposed community grid project incorporate a diverse mix of residential, critical public facilities and private commercial facilities?
- How well defined is the geographical area/scale of the project?
- Does the application identify the number and type of beneficiaries and describe how their interests are to be served by the proposed project?

### **Organization, Participation and Commitment**

- Does the proposer provide evidence that a broad coalition of public interests have teamed up in support of project development (e.g., Regional Economic Development Council(s), low- to-moderate income tenants associations, local/regional emergency management, etc.)?
- Has a community planning team been assembled and a plan of action developed? How are customers being engaged? What role are third parties playing?
- Have letters of commitment of support been secured from other local organizations (e.g., homeowners association, high schools and universities, church groups and local businesses)?
- Do letters of commitment confirm active participation in all aspects of project implementation team activities and commits the member to providing the resources necessary to successfully carry out the duties assigned to their role as a project implementation team member (e.g. data collection and storage, reporting, planning, scheduling, outreach and education, work implementation)?
- What is the likelihood of the project to be implemented once the feasibility study is completed?
- Have additional financing mechanisms or sources for this project been identified or secured?
- Is this part of a larger plan/project and if so, has the larger project been adequately described and is the microgrid critical for its implementation?
- If applicable, does the community microgrid project team have the financial resources to share the costs of conducting a Stage one feasibility assessment?

### **Other**

- How scalable or replicable is this project?
- Has the proposer provided other reasons for building a community microgrid? To what extent does the proposer describe other ancillary benefits (e.g., customer education and engagement processes), or demonstrate a greater degree of project planning and execution strategies (e.g., technology vendor commitments/ participation, greater development of business plans and ownership options, plans to implement energy efficiency, leveraging existing incentive programs)

Proposals that are judged to have satisfied these initial evaluation criteria will be eligible for funding up to \$100,000 subject to entering a milestone-based contract to conduct a Stage1 Feasibility Assessment as described in Attachment C.

## **VI. GENERAL CONDITIONS**

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### **CONTRACTING**

Awardees will have 60 days to enter an agreement to conduct a Stage 1 Feasibility Assessment with NYSERDA substantially in the form of Attachment C, or in the alternative, proposers eligible for Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) funds administered by GOSR can elect to apply for such funds by executing a Sub-Recipient Agreement with them.

### **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 exempt it from disclosure, including a written statement of the reasons why the information should be exempted. See Public Officers Law, Section 89(5) and the procedures set forth in 21 NYCRR Part 501 <http://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  
30 South Pearl Street  
Albany, NY 12245

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

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

**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](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](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, at its sole discretion, will decide whether to contract successful projects using time and material or milestone payment terms. 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. NYSERDA expects to notify proposers as soon as practical whether their proposal has been selected to receive an award. **NYSERDA may decline to contract with awardees who are delinquent with respect to any obligation under any previous or active NYSERDA agreement.**

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

first calendar year after the contract was executed. Reports shall be submitted by January 31st for the previous calendar years activities (i.e. reporting period). Please see Attachment E: Sample Metrics Reporting Guides for the metrics that you will be expected to provide and the reporting duration. **NYSERDA may decline to contract with awardees who are delinquent with respect to metrics reporting for any previous or active NYSERDA agreement.**

#### **LIMITATION**

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

#### **DISCLOSURE REQUIREMENT**

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

## **VII. Attachments**

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**Attachment A - Proposal Checklist**

**Attachment B - Disclosure of Prior Findings of Non-responsibility (mandatory)**

**Attachment C - Statement of Work Sample Format**

**No Attachment D**

**Attachment E - Sample Metrics Forms**

**Attachment F - Sample Agreement with Exhibits**

**Attachment G – Instructions for Electronic Proposal Submission**



**ATTACHMENT A – RFP 3044 PROPOSAL CHECKLIST (MANDATORY)**

Proposal Title		Due Date	
Primary Contact (Prime Contractor)		Title	
Company		Phone	Fax
		e-mail	
Address		City	State or Province
Zip			
Secondary Contact		Title	
Company		Phone	Fax
		e-mail	
Address		City	State or Province
Zip			
<p>THE PRIME CONTRACTOR MUST <u>SIGN THIS FORM BELOW</u> and ANSWER THE FOLLOWING QUESTIONS:</p> <p>Do you accept all Terms &amp; Conditions in the Sample Agreement? (If no, explain on separate page) <span style="float:right">__ Yes __ No</span>  <b>(NYSERDA may or may not accept any of the listed exceptions; NYSERDA reserves the right to limit any negotiations to exceptions specifically identified herein.)</b></p> <p>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). <span style="float:right">__ Yes __ No</span></p> <p>Have you been indicted/convicted for a felony within the past 5 years? (if yes, explain on separate pg) <span style="float:right">__ Yes __ No</span></p> <p>Are you a Minority or Women-Owned Business Enterprise? <span style="float:right">__ Yes __ No</span></p> <p>Does your proposal contain Minority or Women-Owned Business enterprises as subcontractors? <span style="float:right">__ Yes __ No</span></p> <p>Are you submitting the required number of copies? (See proposal instructions.) <span style="float:right">__ Yes __ No</span></p> <p>Is other public funding pending/awarded on this and/or very similar topic (prior and/or competing proposals)? (if yes, explain on separate page) <span style="float:right">__ Yes __ No</span></p>			
ON WHAT PAGE IN YOUR PROPOSAL CAN THESE ITEMS BE FOUND?			
Project Work Package_____		Indictment/Conviction of Felony (if applicable)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Letters of Reference_____		NYSERDA Contracts Awarded (if applicable)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Prior and/or Competing Proposals (if applicable)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Exceptions to Terms & Conditions (if applicable)	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Disclosure of Prior Findings of Non-responsibility Form	<input type="checkbox"/> Yes <input type="checkbox"/> No
AUTHORIZED SIGNATURE & CERTIFICATION			
<p>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.</p>			
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**  
**RFP 3044**  
**(Mandatory)**

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

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

If you answered yes, please provide details below.

Government Agency or Authority:

Date of Termination or Withholding of Contract:

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Attachment C**

**SAMPLE  
STATEMENT OF WORK  
Feasibility Assessment**

Contract Title:  
Contractor:  
Project Number:

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**DEFINITIONS**

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**1. The Project** is defined as:

In this feasibility study, [enter project sponsor name], along with its partners, [enter municipality name, local utility name, other participant names] will provide an assessment of microgrid options for [enter community name]. *[Describe participating customers, critical public service facilities involved, populations impacted and other key attributes that reasonable characterize the project].*

**2. The Project Objectives** are defined as:

The goal of the proposed project is to study the feasibility of building and operating a community microgrid for the purpose of maintaining electric services for the participating customers/facilities and the community at large in [enter community name] at times when weather events or other emergencies severely disrupt the capacity of the local distribution and transmission system to serve essential customer needs. The proposed project will consist of three phases. The first is the initial planning phase to define normal and emergency loads and identify distributed energy resources and demand response needs. The second phase will be the microgrid design. This will include the distributed energy resources sizing, quantity, and location; identification of electrical configuration; performance of steady state and transient voltage studies; impact of any renewable generation; system protection strategy, failure mode analysis, optimization analyses; and specification of microgrid controls. The last phase will be the specification and cost design. This will include the preparation of cost estimates, system drawings and specifications for the microgrid's distributed energy resources, electric distribution, load management and microgrid controls components.

**3. Contractor** is defined as:

**4. Subcontractors** are defined as:

Additions and/or Substitutes are allowed subject to written approval of Project Manager and formal modification to this Agreement.

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**PROJECT MANAGEMENT AND PROGRESS REPORTING**

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**Task 0 – Project Management and Progress Reporting**

**0.0 Responsibility**

The Contractor shall provide all project management activities necessary for the performance of this Statement of Work, which shall include the following activities:

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

#### **0.1** Progress Reporting

The Contractor shall submit **monthly** progress reports to NYSERDA's Project Manager no later than the 15th of the month following each reporting period. The Progress Reports shall include information on the following subjects, in the order indicated, with appropriate explanation and discussion:

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

**Deliverable(s):** Written Periodic Progress Reports.

#### **0.2** Project Kick-off Meeting

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

**Deliverable(s):** A brief report regarding the project kickoff meeting.

#### **0.3** Project Completion Meeting

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

**Deliverable(s):** A brief report regarding the project completion meeting.

#### **0.4** Project Metrics Reporting

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

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

**Deliverable(s):** Written Annual Metrics Report

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## PROJECT TASKS

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The feasibility assessment must fully address a multitude of questions as delineated in the work tasks identified below. The technical analyses shall calculate the energy impacts through sound engineering practices such as modeling (please specify software) or spreadsheets. NYSERDA requires access to view assumptions used in the energy analysis. If utilizing proprietary software or spreadsheets please discuss with NYSERDA an appropriate solution to sharing assumptions and results.

### **Task 1 Description of Microgrid Capabilities**

#### **Task 1.1 Minimum Required Capabilities**

The Contractor shall demonstrate that the proposed microgrid has the following minimum required capabilities:

- a. Serves at least one but preferably more, physically separated critical facilities located on one or more properties.
- b. The primary generation source capacity cannot be totally diesel fueled generators.
- c. A combination of generation resources must provide on-site power in both grid-connected and islanded mode;
- d. Must be able to form an intentional island;
- e. Must be able to automatically separate from grid on loss of utility source and restore to grid after normal power is restored;
- f. Must comply with manufacturer's requirements for scheduled maintenance intervals for all generation; plan on intermittent renewable resources that will be utilized toward overall generation capacity only if paired with proper generation and/or energy storage that will allow 24 hrs per day and 7 days per week utilization of the power produced by these resources.
- g. Generation must be able to follow the load while maintaining the voltage and frequency when running parallel connected to grid. It also needs to follow system load and maintain system voltage within ANSI c84-1 standards when islanded.
- h. Include a means for two-way communication and control between the Community Grid owner/operator and the local distribution utility through automated, seamless integration. Include processes to secure control/communication systems from cyber-intrusions/disruptions and protect the privacy of sensitive data.
- i. Provide power to critical facilities and a diverse group of customers connected directly to the microgrid—diversity should apply to customer type (e.g. residential, small commercial, industrial, institutional, etc.) and overall demand and load profile.
- j. Must include an uninterruptible fuel supply or minimum of one week of fuel supply on-site.
- k. Demonstrate that critical facilities and generation are resilient to the forces of nature that are typical to and pose the highest risk to the location/facilities in the community grid. Describe

how the microgrid can remain resilient to disruption caused by such phenomenon and for what duration of time.

- I. Provide black-start capability.

### **Task 1.2 Preferable Microgrid Capabilities**

The Contractor shall indicate to what degree the microgrid includes the following preferred capabilities:

1. Integrate and demonstrate operation of advanced, innovative technologies in electric system design and operations, including, but not limited to, technologies that enable customer interaction with the grid such as, Microgrid Logic Controllers, Smart Grid Technologies, Smart Meters, Distribution Automation, Energy Storage;
  - a. Include an active network control system that optimizes demand, supply and other network operation functions within the microgrid;
  - b. Include energy efficiency options to minimize new microgrid generation requirements;
  - c. Address installation, operations and maintenance and communications for the electric system to which interconnection is planned ( e.g., underground networks, overhead loops, radial overhead systems);
  - d. Coordinate with the Reforming the Energy Vision (REV) work to provide a platform for the delivery of innovative services to the end use customers;
  - e. Take account of a comprehensive cost/benefit analysis that includes, but is not limited to, the community, utility and developer’s perspective;
  - f. Leverage private capital to the maximum extent possible as measured by total private investment in the project and the ratio of public to private dollars invested in the project;
  - g. Involve clean power supply sources that minimize environmental impacts, including local renewable resources, as measured by total percentage of community load covered by carbon-free energy generation;
  - h. Demonstrate tangible community benefits, including but not limited to, (e.g. jobs created, number of customers served, number of buildings affected, scale of energy efficiency retrofits, etc.)
2. Incorporate innovation that strengthens the surrounding power grid and increases the amount of actionable information available to customers—providing a platform for customers to be able to interact with the grid in ways that maximize its value.

**Deliverables:** Documentation of the work conducted under each sub-task under Task 1: Description of Microgrid Capabilities, organized by sub-task.

### **Task 2: Develop Preliminary Technical Design Costs and Configuration**

The Contractor shall conduct a preliminary assessment of the technical design and system configuration for the proposed community microgrid in accordance with the following sub tasks:

**Note: Estimation of the costs and benefits at this stage of the NY prize competition (Feasibility) is likely to be accurate within +/- 30%. The emphasis at this stage of analysis is on establishing a reasonable basis for competing for funding for a detailed, audit-grade engineering and business case analysis at a subsequent stage of the NY Prize Community Grid Competition.**

### **Sub Task 2.1 Proposed Microgrid Infrastructure and Operations**

#### **The Contractor shall:**

- Provide a simplified equipment layout diagram and a simplified one-line diagram of the proposed microgrid, include location of the distributed energy resources (DER) and utility interconnection points. Identify new and existing infrastructure that will be a part of the microgrid.
- Provide a brief narrative describing how the proposed microgrid will operate under normal and emergency conditions. Include description of normal and emergency operations.

### **Sub Task 2.2 Load Characterization**

#### **The Contractor shall:**

- Fully describe the electrical and thermal loads served by the microgrid when operating in islanded and parallel modes: Peak KW, Average KW, annual/monthly/weekly KWh, annual/monthly/weekly BTU( consumed and recovered) and identify the location of the electrical loads on the simplified equipment layout and one-line diagrams.
- Provide hourly load profile of the loads included in the microgrid and identify the source of the data. If hourly loads are not available, best alternative information shall be provided.
- Provide a written description of the sizing of the loads to be served by the microgrid including a description of any redundancy opportunities (ex: n-1) to account for equipment downtime.

### **Sub Task 2.3 Distributed Energy Resources Characterization**

#### **The Contractor shall:**

- Provide the following information regarding Distributed Energy Resources (DER) and thermal generation resources that are a part of the microgrid:
  - (i) Type (DG, CHP, PV, boiler, solar water heater etc.),
  - (ii) rating (KW/BTU), and,
  - (iii) Fuel (gas, oil etc.).
- If new DER or other thermal generation resources are a part of the microgrid, provide a written description of the approximate location and space available. Identify the DERs on the simplified equipment layout and one-line diagrams. Differentiate between new and existing resources.
- Provide a written description of the adequacy of the DERs and thermal generation resources to continuously meet electrical and thermal demand in the microgrid.
- Describe how resilient the DERs and thermal generation resources will be to the forces of nature (severe weather) that are typical to and pose the highest risk to their operation(example, reduced or zero output due to snow cover over PV panels, potential flooding of low lying areas, etc.)?

- Provide a description of the fuel sources for DER. Describe how many days of continuous operation of the microgrid can be achieved with current fuel storage capability? If additional fuel storage is required, provide a written description of needs required for this.
- Provide a written description of the capability of DERs including, but not limited to the following capabilities; black start, load-following, part-load operation, maintain voltage, maintain frequency, capability to ride-through voltage and frequency events in islanded mode, capability to meet interconnection standards in grid-connected mode.

#### **Sub Task 2.4 Electrical and Thermal Infrastructure Characterization**

##### **The Contractor shall:**

- Provide a high-level written description of the electrical infrastructure (feeders, lines, relays, breakers, switches, current and potential transformers (CTs and PTs) and thermal infrastructure (steam, hot water, cold water pipes) that are a part of the microgrid. Identify the electrical and thermal infrastructure on the simplified equipment layout (with approximate routing) and one-line diagrams (electrical only). Differentiate between new, updated and existing infrastructure.
- Describe how resilient the electrical and thermal infrastructure will be to the forces of nature that are typical to and pose the highest risk to the location/facilities? Describe how the microgrid can remain resilient to disruption caused by such phenomenon and for what duration of time. Discuss the impact of severe weather on the electrical and thermal infrastructure.
- Provide a written description of how the microgrid will be interconnected to the grid. Will there be multiple points of interconnection with the grid? What additional investments in utility infrastructure may be required to allow the proposed MG to separate and isolate from the utility grid? Provide a written description of the basic protection mechanism within the microgrid boundary.

#### **Sub Task 2.5 Microgrid and Building Controls Characterization**

##### **The Contractor shall:**

- Provide a high-level written description of the microgrid control architecture and how it interacts with DER controls and Building Energy Management Systems (BEMS), if applicable. Identify the locations of microgrid and building controls on the simplified equipment layout diagram. Differentiate between new and existing controls.
- Provide a brief written description of the services that could be provided by the microgrid controls including, but not limited to the following:
  - Automatically connecting to and disconnecting from the grid
  - Load shedding schemes
  - Black start and load addition
  - Performing economic dispatch and load following
  - Demand response
  - Storage optimization
  - Maintaining frequency and voltage

- PV observability and controllability; forecasting
- Coordination of protection settings
- Selling energy and ancillary services
- Data logging features
- How resilient are the microgrid and building controls? Discuss the impact of severe weather on the microgrid and building controls.

## **Sub Task 2.6 Information Technology (IT)/Telecommunications Infrastructure Characterization**

### **The Contractor shall:**

- Provide a high-level written description of the IT/Telecommunications Infrastructure (wide area networks, access point, ethernet switch, cables etc.) and protocols. Identify the IT and telecommunications infrastructure on the simplified equipment layout diagram. Differentiate between new and existing infrastructure.
- Provide a written brief description of communications within the microgrid and between the microgrid and the utility. Can the microgrid operate when there is a loss in communications with the utility? How resilient are the IT and telecommunications infrastructure?

**Deliverables:** Documentation of the work conducted under each sub-task under Task 2: Develop Preliminary Technical Design Costs and Configuration, organized by sub-task.

## **Task 3: Assessment of Microgrid's Commercial and Financial Feasibility**

The Contractor shall conduct an assessment of the commercial and financial feasibility of the proposed microgrid project in accordance with the following requirements.

### **Sub Task 3.1 Commercial Viability – Customers**

The Contractor shall describe the commercial terms/relationship between participants in the microgrid project, products expected to be produced by the microgrid and arrangements for sharing of benefits by addressing no less than the following questions:

- Identify the number of individuals affected by/associated with critical loads should these loads go unserved (e.g. in a storm event with no microgrid)?
- Identify any direct/paid services generated by microgrid operation, such as ancillary services, or indirect benefits, such as improved operation, to the utility or NYISO? If yes, what are they?
- Identify each of the microgrid's customers expected to purchase services from the microgrid?
- Identify other microgrid stakeholders; what customers will be *indirectly* affected (positively or negatively) by the microgrid?
- Describe the relationship between the microgrid owner and the purchaser of the power?
- Indicate which party/customers will purchase electricity during normal operation? During islanded operation? If these entities are different, describe why.
- What are the planned or executed contractual agreements with critical and non-critical load purchasers?

- How does the applicant plan to solicit and register customers (i.e. purchasers of electricity) to be part of their project?
- Are there any other energy commodities (such as steam, hot water, chilled water) that the microgrid will provide to customers?

### **Sub Task 3.2 Commercial Viability - Value Proposition**

The Contractor shall describe the value the microgrid is expected to provide directly to its participants, to the community at large, the local electric distribution utility and the state of New York by addressing no less than the following questions:

- What benefits and costs will the community realize by the construction and operation of this project?
- How would installing this microgrid benefit the utility? (E.g. reduce congestion or defer upgrades)? What costs would the utility incur as a result of this project?
- Describe the proposed business model for this project. Include an analysis of strengths, weaknesses, opportunities and threats (SWOT) for the proposed business model
- Are there any characteristics of the site or technology (including, but not limited to, generation, storage, controls, information technology (IT), automated metering infrastructure (AMI), other) that make this project unique?
- What makes this project replicable? Scalable?
- What is the purpose and need for this project? Why is reliability/resiliency particularly important for this location? What types of disruptive phenomenon (weather, other) will the microgrid be designed for? Describe how the microgrid can remain resilient to disruption caused by such phenomenon and for what duration of time.
- Describe the project's overall value proposition to each of its identified customers and stakeholders (including, but not limited, the electricity purchaser, the community, the utility, the suppliers and partners, and NY State).
- What added revenue streams, savings, and/or costs will this microgrid create for the purchaser of its power?
- How does the proposed project promote state policy objectives (e.g. NY REV, RPS)?
- How would this project promote new technology (including, but not limited to, generation, storage, controls, IT, AMI, other)? What are they?

### **Sub Task 3.3 Commercial Viability - Project Team**

The Contractor shall address no less than each of the following questions in describing the structure of the project team and the roles, strengths and resources of its members and other necessary partners.

- Describe the current status and approach to securing support from local partners such as municipal government? Community groups? Residents?
- What role will each team member (including, but not limited to, applicant, microgrid owner, contractors, suppliers, partners) play in the development of the project? Construction? Operation?

- Are public/private partnerships used in this project? If yes, describe this relationship and why it will benefit the project.
- Does the applicant have a letter of commitment from the utility?
- Describe the financial strength of the applicant. If the applicant is not the eventual owner or project lead, describe the financial strength of those entities
- For identified project team members (including, but not limited to, applicant, microgrid owner, contractors, suppliers, partners), what are their qualifications and performance records?
- Are the contractors and suppliers identified? If yes, who are they, what services will each provide and what is the relationship to the applicant? If no, what types of team members will be required and what is the proposed approach to selecting and contracting?
- Are the project financiers or investors identified? If yes, who are they and what is their relationship to the applicant? If no, what is the proposed approach to securing proposed financing? Will other members of the project team contribute any financial resources?
- Are there legal and regulatory advisors on the team? If yes, please identify them and describe their qualifications. If no, what is the proposed approach to enlisting support in this subject area?

#### **Sub Task 3.4 Commercial Viability - Creating and Delivering Value**

The Contractor shall describe the mechanics of ensuring that expected value is delivered to project participants, by addressing no less than the following questions:

- What is where the specific microgrid technologies chosen? Specifically discuss benefits and challenges of employing these technologies.
- What assets does the applicant and/or microgrid owner already own that can be leveraged to complete this project?
- How do the design, technology choice, and/or contracts ensure that the system balances generation and load?
- What permits and/or special permissions will be required to construct this project? Are they unique or would they be required of any microgrid? Why?
- What is the proposed approach for developing, constructing and operating the project?
- How are benefits of the microgrid passed to the community? Will the community incur any costs? If so, list the additional costs.
- What will be required of the utility to ensure this project creates value for the purchaser of the electricity and the community?
- Have the microgrid technologies (including but limited to: generation, storage, controls) been used or demonstrated before? If yes, describe the circumstances and lessons learned.
- Describe the operational scheme (including, but not limited to, technical, financial, transactional and decision making responsibilities) that will be used to ensure this project operates as expected.
- How does the project owner plan to charge the purchasers of electricity services? How will the purchasers' use be metered?
- Are there business/commercialization and replication plans appropriate for the type of project?
- How significant are the barriers to market entry microgrid participants?

- Does the proposer demonstrate a clear understanding of the steps required to overcome these barriers?
- Has the market been identified and characterized?

### **Sub Task 3.5 Financial Viability**

The Contractor shall describe the case for financial viability for development and operation of the microgrid by addressing no less than the following questions:

- What are the categories and relative magnitudes of the revenue streams and/or savings that will flow to the microgrid owner? Will they be fixed or variable?
- What other incentives will be required or preferred for this project to proceed? How does the timing of those incentives affect the development and deployment of this project?
- What are the categories and relative magnitudes of the capital and operating costs that will be incurred by the microgrid owner? Will they be fixed or variable?
- How does the business model for this project ensure that it will be profitable?
- Describe the financing structure for this project during development, construction and operation.

### **Sub Task 3.6 Legal Viability**

The Contractor shall describe the legal terms/conditions/requirements necessary to develop and operate the microgrid by addressing no less than the questions below:

- Describe the proposed project ownership structure and project team members that will have a stake in the ownership.
- Has the project owner been identified? If yes, who is it and what is the relationship to the applicant? If no, what is the proposed approach to securing the project owner?
- Does the project owner (or owners) own the site(s) where microgrid equipment/systems are to be installed? If not, what is the plan to secure access to that/those site(s)?
- What is the approach to protecting the privacy rights of the microgrid's customers?
- Describe any known, anticipated, or potential regulatory hurdles, as well as their implications that will need to be evaluated and resolved for this project to proceed. What is the plan to address them?

**Deliverable:** Documentation of the work conducted under each sub-task under Task 3: Assessment of Microgrid's Commercial and Financial Feasibility

## **Task 4: Develop Information for Benefit Cost Analysis**

The Contractor shall develop and provide the information required to support an independent evaluation of project costs and benefits for this stage of analysis.

### **Sub Task 4.1 Facility and Customer Description**

The Contractor shall list and describe all facilities that will be served by the microgrid. For each facility:

- Indicate the rate class to which the facility belongs (i.e., residential, small commercial/industrial, large commercial/industrial).
- Indicate the economic sector to which the facility belongs (e.g., manufacturing, wholesale and retail trade, etc.).
- Indicate whether multiple ratepayers are present at the facility (e.g., multi-family apartment buildings).
- Indicate the facility's average annual electricity demand (MWh) and peak electricity demand (MW). For facilities with multiple ratepayers, indicate average annual and peak demand per customer, rather than for the facility as a whole.
- Indicate the percentage of the facility's average demand the microgrid would be designed to support during a major power outage.
- In the event of a multi-day outage, indicate the number of hours per day, on average, the facility would require electricity from the microgrid.

#### **Sub Task 4.2 Characterization of Distributed Energy Resources**

The Contractor shall describe the distributed energy resources (DER) the microgrid would incorporate, including for each:

- Energy/fuel source.
- Nameplate capacity.
- Estimated average annual production (MWh) under normal operating conditions.
- Average daily production (MWh/day) in the event of a major power outage.
- For fuel-based DER, fuel consumption per MWh generated (MMBtu/MWh).

#### **Sub Task 4.3 Capacity Impacts and Ancillary Services**

The Contractor shall provide estimates of the following services/value the microgrid is expected to provide, as applicable:

- the impact of the expected provision of peak load support on generating capacity requirements (MW/year).
- capacity (MW/year) of demand response that would be available by each facility the microgrid would serve.
- associated impact (deferral or avoidance) on transmission capacity requirements (MW/year).
- associated impact (deferral or avoidance) on distribution capacity requirements (MW/year).
- ancillary services to the local utility (e.g., frequency or real power support, voltage or reactive power support, black start or system restoration support)
- estimates of the projected annual energy savings from development of a new combined heat and power (CHP) system relative to the current heating system and current type of fuel being used by such system
- environmental regulations mandating the purchase of emissions allowances for the microgrid (e.g., due to system size thresholds)
- emission rates of the microgrid for CO<sub>2</sub>, SO<sub>2</sub>, NO<sub>x</sub>, and PM (emissions/MWh).

#### **Sub Task 4.4 Project Costs**

The Contractor shall provide the following cost information for the microgrid:

- Fully installed costs and engineering lifespan of all capital equipment.
- Initial planning and design costs.
- Fixed operations and maintenance (O&M) costs (\$/year).
- Variable O&M costs, excluding fuel costs (\$/MWh).
- What is the maximum amount of time each DER would be able to operate in islanded mode without replenishing its fuel supply? How much fuel would the DER consume during this period?

#### **Sub Task 4.5 Costs to Maintain Service during a Power Outage**

For each facility the microgrid would serve, the Contractor shall describe its current backup generation capabilities, if any, by providing the following information:

- Fuel/energy source of each existing backup generator.
- Nameplate capacity of each existing backup generator.
- The percentage of nameplate capacity at which each backup generator is likely to operate during an extended power outage.
- Average daily electricity production (MWh/day) for each generator in the event of a major power outage, and the associated amount of fuel (MMBtu/day) required to generate that electricity.
- Any one-time costs (e.g., labor or contract service costs) associated with connecting and starting each backup generator.
- Any daily costs (\$/day) (e.g., maintenance costs) associated with operating each backup generator, excluding fuel costs.
- Given a widespread power outage (i.e., a total loss of power in the surrounding area), describe and estimate the costs of any emergency measures that would be necessary for each facility to maintain operations, preserve property, and/or protect the health and safety of workers, residents, or the general public. Please include costs for one-time measures (e.g., total costs for connecting backup power) and any ongoing measures (expressed in terms of average costs per day). Specify these costs for two scenarios: (1) when the facility is operating on backup power, if applicable, and (2) when backup power is not available.

#### **Sub Task 4.6 Services Supported by the Microgrid**

*For facilities that provide fire, emergency medical, hospital, police, wastewater, or water services, the Contractor shall:*

- Estimate the population served by each facility.
- Describe how a power outage would impact each facility's ability to provide services. If possible, estimate a percentage loss in the facility's ability to serve its population during a power outage, relative to normal operations (e.g., 20% service loss during a power outage), both when the facility is operating on backup power and when backup power is not available.

*For residential facilities, the Contractor shall:*

- Describe the type of housing the facility provides (e.g., group housing, apartments, dormitory, nursing home, assisted living, etc.).
- Estimate the number of residents that would be left without power during a power outage.

**Deliverable:** Documentation that the work conducted under each sub-task under Task 4 **Develop Information for Benefit Cost Analysis**, has been completed and submitted for evaluation by NYSERDA.

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PROJECT RESULTS – FINAL DOCUMENTATION AND TECHNOLOGY TRANSFER

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**Task 5- Final Written Documentation**

**5.0** The Contractor shall prepare a detailed Final Written Document in the form of a report covering all aspects of the work performed under this Agreement.

- a. The report shall include information on the following subjects and synthesize all information into understandable and actionable findings:
  1. Discussions of the observations and findings and recommendations, if any, from all tasks, and avenues for further improvements, as appropriate;
  2. Discussions of the project results and lessons learned regarding configuration, capabilities, and benefits of the Project; and
  3. Environmental, and economic benefits, and implementation scenarios associated with such.
- b. The report shall be provided in Draft and Final form as follows:
  1. A Draft Version of the Final Written Document in the form of a report shall be submitted to NYSERDA's Project Manager **no later than the date specified** in the Milestone Schedule of the NYSERDA Agreement for this task. NYSERDA will comment on the draft version within 60 working days after receipt of such draft.
  2. A Final Version of the Final Written Document in the form of a report shall be submitted **within 30 working days** after receipt of NYSERDA's comments. The Contractor shall:
    - a. prepare the final version of the Final Written Document to reflect careful consideration of NYSERDA's comments to the satisfaction of NYSERDA;
    - b. submit electronic copy of the final version of the Final Written Document; and
    - c. include in the final version of the Final Written Document the **appropriate version** of the following disclaimer notice:

**Deliverable(s):**

1. A draft version of the Final Written Document.
2. An accepted final version of the Final Written Document

**Project Funding.** It is understood and agreed that NYSERDA and the Contractor are sharing the costs for the project work to be performed and that the cost share identified below shall be readily available. The table below documents the cost sharing by tasks for this research effort. Any change of cost share by the Contractor shall be subject to the prior written approval of NYSERDA. Such approval shall not be unreasonably withheld. **[Fill out the task titles and budget numbers in following 'Cost-Sharing Table']**

**Budget** – Include a project budget. Describe sources of any funding available to conduct a Feasibility Assessment.

**Cost Sharing** – To the extent applicable (cost sharing not required for conducting a Feasibility Assessment in Stage 1), the proposal should show non-NYSERDA funding of the total cost of the project. 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 that have already been undertaken.

The proposer or proposing team cannot claim as cost-share any expenses that have already been incurred. Complete the following table for **ALL PROPOSALS** (expand table as needed):

Cost-Sharing Table			
Task	NYSERDA Funding	Contractor cost-share	Total Task Funding
Task 0: Project Management	\$	\$	\$
Task 1: <i>[insert task title]</i>	\$	\$	\$
Task 2: <i>[insert task title]</i>	\$	\$	\$
<i>[insert as many tasks as necessary]</i>	\$	\$	\$
TOTAL	\$	\$	\$

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

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

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

NYSERDA will not pay for efforts that have already been undertaken.

## Metrics Reporting Guide

### Information Dissemination

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

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

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

### Information Dissemination

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

### Publications

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

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

**NY PRIZE RFP 3044 Stage 1 Feasibility Assessment**

**AGREEMENT**

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

This Agreement consists of this form plus the following documents:

- Exhibit A, Statement of Work;
- Exhibit B, General Contract Provisions, Terms and Conditions;
- Exhibit C, Standard Terms and Conditions; and
- Exhibit D, Prompt Payment Policy Statement.

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

**[CONTRACTOR]**

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

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Jeffrey J. Pitkin  
Treasurer

Title \_\_\_\_\_

STATE OF            )  
                          ) SS.:  
COUNTY OF        )

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

Notary Public

Exhibit A  
Statement of Work  
(To Be Determined)

EXHIBIT B  
GENERAL CONTRACT PROVISIONS, TERMS AND CONDITIONS

Article I

Definitions

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

(a) General Definitions:

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

Budget: The Budget set forth at Exhibit A hereto.

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

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

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

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

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

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

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

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

## Article II

### Performance of Work

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

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

## Article III

### Deliverables

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

## Article IV

### Payment

Section 4.01. Payment Terms. In consideration for this Agreement and as NYSERDA's full payment for the costs of the performance of all Work, and in respect of all other direct and indirect costs, charges or expenses incurred in connection therewith, NYSERDA shall pay to the Contractor amounts not to exceed the maximum amount set forth in Item 5, Page One of this Agreement, subject to the provisions and restrictions contained herein, including, without limitation, the Prompt Payment Policy Statement attached hereto as Exhibit D.

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

#### Section 4.02. Progress Payments.

(a) Invoicing: The Contractor may submit invoices for Milestone payments no more than once each month and no less than once each calendar quarter for Work performed during such period. Invoices shall be addressed to NYSERDA, "Attention: Accounts Payable," or submitted electronically to [invoices@nyserda.ny.gov](mailto:invoices@nyserda.ny.gov). Such invoices shall make reference to the Agreement number shown at Item 1 on page 1 of this Agreement. Invoices shall be inclusive of the total project costs incurred, delineated into NYSERDA's Funding share and the Cost-Share and Other Co-funding share, if applicable.

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

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

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

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

Section 4.07. Audit. NYSERDA shall have the right from time to time and at all reasonable times during the term of this Agreement and for the maintenance period set forth in Section 4.05 hereof to inspect and audit any and all books, accounts and records related to this Agreement or reasonably necessary to the performance of an audit at the office or offices of the Contractor where they are then being kept, maintained and preserved pursuant to Section 4.05 hereof. Any payment made under the Agreement shall be subject to retroactive reduction for amounts included therein which are found by NYSERDA on the basis of any audit of the Contractor by NYSERDA, the State of New York or an agency of the United States not to constitute an allowable charge or cost hereunder.

## Article V

### Assignments, Subcontracts and Purchase Orders

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

Section 5.02. Subcontract Procedures. Without relieving it of, or in any way limiting, its obligations to NYSERDA under this Agreement, the Contractor may enter into Subcontracts for the performance of Work or for the purchase of materials or equipment. Except for a subcontractor or supplier specified in a team arrangement with the Contractor in the Contractor's original proposal, and except for any subcontract or order for equipment, supplies or materials from a single subcontractor or supplier totaling less than \$50,000, the Contractor shall select all subcontractors or suppliers through a process of competitive bidding or multi-source price review. A team arrangement is one

where a subcontractor or supplier specified in the Contractor's proposal is performing a substantial portion of the Work and is making a substantial contribution to the management and/or design of the Project. In the event that a competitive bidding or multi-source price review is not feasible, the Contractor shall document an explanation for, and justification of, a sole source selection. The Contractor shall document the process by which a subcontractor or supplier is selected by making a record summarizing the nature and scope of the work, equipment, supplies or materials sought, the name of each person or organization submitting, or requested to submit, a bid or proposal, the price or fee bid, and the basis for selection of the subcontractor or supplier. An explanation for, and justification of, a sole source selection must identify why the work, equipment, supplies or materials involved are obtainable from or require a subcontractor with unique or exceptionally scarce qualifications or experience, specialized equipment, or facilities not readily available from other sources, or patents, copyrights, or proprietary data. All Subcontracts shall contain provisions comparable to those set forth in this Agreement applicable to a subcontractor or supplier, and those set forth in Exhibit C to the extent required by law, and all other provisions now or hereafter required by law to be contained therein. Each Subcontract shall make express reference to this Agreement, and shall state that in the event of any conflict or inconsistency between any Subcontract and this Agreement, the terms and conditions of this Agreement shall control as between Subcontractor and Contractor. If this Agreement includes a provision requiring Contractor to make Payments to NYSERDA for the Sale or Licensing of a Product, each Subcontract shall include the provisions of Section 8.02, suitably modified to identify the parties. The Contractor shall submit to NYSERDA's Contract Administrator for review and written approval any subcontract(s) specified in the Statement of Work as requiring NYSERDA approval, including any replacements thereof.

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

## Article VI

### Schedule; Acceptance of Work

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

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

## Article VII

### Force Majeure

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

## Article VIII

### Rights in Information; Confidentiality

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

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

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

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

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

(e) The Contractor agrees that to the extent it receives or is given any information from NYSERDA or a NYSERDA contractor or subcontractor, the Contractor shall treat such data in accordance with any restrictive legend contained thereon, 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. Representations. The Contractor represents that:

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

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

(c) it is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, if any, that may in any way affect the performance of this Agreement;

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

(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.

#### Article X

Intentionally Deleted

#### Article XI

Intentionally Deleted

#### Article XII

##### Stop Work Order; Termination

##### Section 12.01. Stop Work Order.

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

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

(b) If a Stop Work Order issued under this Section is cancelled or the period of the Order or any extension thereof expires, the Contractor shall resume Work. An

equitable adjustment shall be made in the delivery schedule, the estimated cost, the fee, if any, or a combination thereof, and in any other provisions of the Agreement that may be affected, and the Agreement shall be modified in writing accordingly, if:

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

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

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

#### Section 12.02. Termination.

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

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

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

## Article XIII

### Independent Contractor

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

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

## Article XIV

### Compliance with Certain Laws

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

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

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

## Article XV

### Notices, Entire Agreement, Amendment, Counterparts

Section 15.01. Notices.

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

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

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

NYSERDA

Name: Cheryl M. Glanton

Title: Director of Contract Management

Address: 17 Columbia Circle, Albany, New York 12203

Facsimile Number: (518) 862-1091

E-Mail Address: [Cheryl.Glanton@nyserda.ny.gov](mailto:Cheryl.Glanton@nyserda.ny.gov)

Personal Delivery: Reception desk at the above address

**[Contractor Name]**

Name:

Title:

Address:

Facsimile Number:

E-Mail Address:

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

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

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

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

Article XVI

Publicity

Section 16.01. Publicity.

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

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

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

EXHIBIT C

REVISED 5/12

STANDARD TERMS AND CONDITIONS  
FOR ALL NYSERDA AGREEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the NYSERDA's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

12. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law and Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon NYSERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify NYSERDA, in writing, of each and every change of address to which service of process can be made. Service by NYSERDA to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

13. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to NYSERDA, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then NYSERDA may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, NYSERDA may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

14. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

15. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement

will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. IRANIAN ENERGY SECTOR DIVESTMENT. In accordance with Section 2879-c of the Public Authorities Law, by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of [section 165-a of the State Finance Law](#) (See [www.ogs.ny.gov/about/regs/ida.asp](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.<sup>1</sup>

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

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

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

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

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

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

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

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

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<sup>1</sup> This is only a summary; the full text of Part 504 can be accessed at:  
<http://www.nyserda.ny.gov/en/About/~media/Files/About/Contact/NYSERDARegulations.ashx>

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

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

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

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

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

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

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

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

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

**504.4. Payment Procedures.**

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

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

Receipt of an Invoice of:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

exceed thirty (30) working days.

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

**504.11. Court Action or Other Legal Processes.**

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

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

## ATTACHMENT G

### **NYSERDA - INSTRUCTIONS FOR SUBMITTING ELECTRONIC PROPOSALS (January 2014)**

Please read the following instructions before submitting a proposal.

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

#### **Important Reminders:**

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

#### **If you make an error:**

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

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

**If you need help:** If you need help with this electronic proposal submission process, please contact Rosanne Viscusi at [Roseanne.viscusi@nyserda.ny.gov](mailto:Roseanne.viscusi@nyserda.ny.gov) or 518-862-1090 ext. 3418.