NYSERDA

New York State Energy Research and Development Authority

Implementation Funding for Small Municipalities
American Recovery and Reinvestment Act (ARRA)

Request for Proposals (RFP) 10
$24,000,000 Available

Proposals Due:
February 17, 2010 by 5:00 PM Eastern Time*

Program Summary

This Request for Proposals (RFP) provides statewide funding for the implementation of energy conservation measures by small municipalities including: energy efficiency improvements, renewable energy improvements, efficient transportation system implementation, material conservation, and energy management personnel. This RFP is being issued in connection with NYSERDA's administration of the Energy Efficiency and Conservation Block Grant (EECBG) funded by the American Recovery and Reinvestment Act (ARRA). Eligible Proposers are small municipal governments of New York State that did not receive a direct EECBG allocation from Department of Energy (Appendix R). Each eligible municipality may receive no more than $500,000 under this RFP.

Funding for this RFP is provided under the American Recovery and Reinvestment Act (ARRA) and the Energy Efficiency and Conservation Block Grant Program. If your organization receives funding under this RFP, it may be subject to special terms and conditions, including but not limited to: detailed reporting requirements; audit of your organization's use of ARRA funds; Buy American provisions; Davis-Bacon prevailing wage requirements; and the National Environmental Policy Act. Your organization will be required to provide certain information in a timely manner to meet ARRA requirements. See attachments, including Appendix D, for a list of special terms and conditions. Failure to comply may result in the loss of Federal funding.

Proposal Submission: A Proposer must submit one (1) paper copy of its proposal and one (1) electronic copy on a CD. The paper copies must have an originally signed Proposal Checklist (Appendix A) attached to the front. Proposals must be clearly labeled and submitted to:

Roseanne Viscusi, RFP 10
NYS Energy Research and Development Authority
17 Columbia Circle
Albany, NY 12203-6399

All program questions should be directed to Ben Fox, 866-NYSERDA (866-697-3732), ext. 3444, bf2@nyserda.org. All contractual questions should be directed to Venice Forbes, 866-NYSERDA (866-697-3732), ext. 3507, vwf@nyserda.org.

No communication intended to influence this procurement is permitted except by contacting Ben Fox, 866-NYSERDA (866-697-3732), ext. 3444, bf2@nyserda.org. 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, incomplete, or unsigned Proposals will be returned. Faxed or e-mailed Proposals will not be accepted. Proposals will not be accepted at any other NYSERDA location other than the address above. If changes are made to this solicitation, notification will be posted on NYSERDA's website at www.nyserda.org.

I. Introduction

The American Recovery and Reinvestment Act (ARRA) included funding for the Energy Efficiency and Conservation Block Grant (EECBG) Program. The EECBG Program provides direct grants to large municipalities and provides funds to small municipalities indirectly through grants to the states. NYSERDA administers the EECBG funds for small municipalities in New York State pursuant to a program plan that has been approved by the U.S. Department of Energy. NYSERDA has developed this Request for Proposals (RFP) through which $24 million of New York's allocation of ARRA EECBG funds will be awarded to Eligible Projects on a competitive basis. Funds are to be used to implement the following types of energy conservation measures: energy efficiency improvements, renewable energy generation, efficient transportation system implementation, material conservation, and energy management personnel. Eligible Proposers must meet all three of the following eligibility requirements:

1) Be a New York State small municipal governments that were included in the 2007 Census of Governments as a currently incorporated municipality;
2) Have a governance structure that includes an elected official and a governing body; and
3) Must not be listed in Appendix R as having received a direct EECBG allocation of Department of Energy formula grants.

Successful Proposers must agree to comply with all required Federal and State requirements for use of the funds. All Proposers must follow all competitive procurement laws, regulations and requirements for all work conducted using funding from this RFP.

II. Program Rules and Requirements

Available Incentives

Each eligible municipality may receive no more than $500,000 in funding from this RFP.

A Proposer may request up to 100% of the cost of the Project. Proposers may submit multiple proposals, which will be evaluated independently by the Technical Evaluation Panel. A separate Proposal must be submitted for each Project type: energy-efficiency improvements, renewable energy improvements, efficient transportation system implementation, material conservation, and energy management personnel. Each Project type will be evaluated separately

This RFP has one selection round. To ensure regional distribution of funds, regions have been established and funding allocated to each region based on the number of unemployed people in that region. If not enough fundable proposals are received from any region, NYSERDA may re-allocate funding to the other regions at its discretion.

New York City (region 1) is not allocated funds under this RFP. This is because New York City, as a large municipality, has been allocated direct EECBG formula grants by the U.S. Department of Energy (DOE). Therefore, New York City is not eligible for any additional funding under this RFP. See Appendix S for map of regions.

Funding Available to Municipal Governments in Each Region

Region	Funding Available
Region 1 (New York City)	0
Region 2 (Long Island(	5,755,274
Region 3 (Hudson Valley/Capital Region)	6,953,586
Region 4 (North Country)	1,834,037
Region 5 (Central New York)	3,398,031
Region 6 (Rochester/Finger Lakes)	2,700,422
Region 7 (Western New York)	3,358,650

Proposal Submission, Selection and Implementation Steps

1. The Proposer submits a separate Proposal for each energy-efficiency improvements, renewable energy improvements, efficient transportation system implementation, material conservation, or energy management personnel Project being proposed. (See Section III for full Proposal instructions.)
2. NYSERDA's Technical Evaluation Panel (TEP) reviews and ranks all complete Proposals received by the due date. The TEP will rank each Proposal as submitted as a single Project, and will not separately evaluate individual measures within a Proposal. NYSERDA notifies each Proposer of whether or not its Proposal has been accepted and will contact the successful Proposers to discuss the Measurement and Verification (M&V) Plan and the Schedule of Payments (based on what the Proposer identified in Appendix M of their Proposal) and possibly negotiate other terms, as necessary.
3. NYSERDA enters into an Agreement (See Appendix D for sample agreement), incorporating the agreed upon terms, with the successful Proposer, including applicable requirements of Buy American, Davis-Bacon prevailing wages requirements, and all other applicable Federal and State requirements.
4. The Proposer performs the approved Project. Upon receipt of the required documentation, NYSERDA issues progress payments according to the Schedule of Payments incorporated into the Agreement.
5. The Proposer cooperates with NYSERDA, and its consultant(s), in performing the M&V Plan and in all other required reporting requirements.

Competitive Selection Process

All complete Proposals submitted by the due date will be evaluated by a Technical Evaluation Panel (TEP). The TEP will screen Proposals for technical viability and then evaluate each Proposal based on the evaluation criteria included in Appendix G, Appendix H, Appendix I, Appendix J, and Appendix K, as appropriate. Proposals will then be ranked and, to the extent of available funds, Projects will be funded from the highest ranked Project to the lowest ranked Project as recommended by the TEP and as approved by NYSERDA. NYSERDA may award a contract based on proposals without discussion, or following limited discussion. NYSERDA may request additional data, materials, or forms from selected Proposers as part of this process.

Eligibility

Eligible Proposers
Eligible Proposers are small municipal governments, i.e., counties, cities, villages, and towns, that meet all three of the following eligibility requirements:

1) Be a New York State small municipal governments that were included in the 2007 Census of Governments as a currently incorporated municipality;
2) Have a governance structure that includes an elected official and a governing body; and
3) Must not be listed in Appendix R as having received a direct EECBG allocation of Department of Energy formula grants.

Submitting a Proposal On Behalf of An Entity within the Eligible Municipality
A Proposer may choose to submit a proposal on behalf of itself, or on behalf of another entity within its jurisdiction. NYSERDA will enter into Agreement only with the Proposer (the eligible municipality). No Proposer may receive more than $500,000 under this RFP. Funding approved for an Entity within the municipality's jurisdiction applies towards the Eligible Municipality's $500,000 funding limit under this RFP. If the Eligible Proposer does submit a Proposal on behalf of another entity, the Eligible Proposer (the municipality) will be required to pass through all requirements of this RFP to that entity. To submit on behalf of another entity, the Eligible Proposer must include as part of the proposal:

1) A copy of a resolution or official action indicating its support of, and intent to participate in, the Project.
2) An originally signed letter on the letterhead of the organization must be submitted, indicating that they have the legal authority to implement the Project;
3) A second originally signed copy of Appendix C signed by the end recipient agreeing to all of the terms and conditions of this RFP.

Sewer districts, school districts, fire districts and other sub-components of eligible villages, towns, cities and counties are not eligible as a direct Proposer under this RFP. Projects to be completed for casinos or other gambling establishments, aquariums, zoos, golf courses, or swimming pools are not eligible for funding under this RFP.

Proposals must be submitted directly by an Eligible Proposer. All Appendices must be signed by the Eligible Proposer. If a proposal is being submitted on behalf of another entity within a municipality's jurisdiction, an additional Appendix C must be signed by the end recipient.

Regional Partnership
As part of a regional approach, several eligible municipalities may partner together to propose a Project that requires cooperation with other municipalities in the same region (Appendix S). This can be useful for upgrades for jointly owned assets or shared assets where one municipality does not have full control over the assets (for example a traffic signal synchronization project that spans several municipalities, or a proposal to hire an energy manager to be shared between two municipalities). In order to submit a Project as part of a partnership including several eligible

municipalities, one of the eligible municipalities must serve as the lead Proposer. The lead Proposer submits the proposal and enters into a contract with NYSERDA. The lead Proposer will be required to pass all terms and conditions of this RFP to all partner municipalities. All other partners must fill out a Partnership Agreement Form (Appendix N) to be included with the proposal.

No Proposer may receive more than $500,000. Participation in a joint proposal will contribute towards the $500,000 cap on a pro rata basis. The municipalities in the partnership may decide how the requested funds are divided among them for the purposes of calculating each municipality's remaining funding limit. For example, if three municipalities in partnership submit a request for $500,000 to be divided 50%, 25%, 25%, NYSERDA would allow the first municipality to receive an additional $250,000 under other proposals. The second and third municipalities would be eligible to receive $375,000 each from other proposals.

Each municipality in the partnership must be an Eligible Proposer.

Eligible Measures

All Projects will be required to comply with Davis-Bacon prevailing wage requirements. All Projects must also comply with Buy American requirements. These Federal requirements may exclude some equipment and may have cost impacts that must be taken into account prior to a Proposal being submitted to NYSERDA. Proposers may be audited for compliance with these requirements. Failure to comply with these requirements may result in the loss of funding.

Projects to be completed for casinos or other gambling establishments, aquariums, zoos, golf courses, or swimming pools are not eligible for funding under this RFP.

Eligible Proposers may request funds for the following Project types:

- Energy Efficiency Improvements Project - A Project that achieves a cost per annual energy saved threshold of less than $2,000 per 10 million BTUs of source energy saved (see Appendix Q for energy conversion factors) and each measure must have a simple payback equal to or less than the expected life of the measure.
  - Facility and non-facility integrated measures are eligible and may include, but are not limited to: lighting; cooling; heating; combined heat and power systems; ground source heat pumps with less than 10 tons of cooling capacity; motors; building envelope, building or facility optimization; district heating and cooling systems; traffic signal lighting; street lighting; and other energy-efficiency technologies.
  - Retro-commissioning services are eligible, but they must be specifically focused on energy efficiency. For example: retro-commissioning of lighting, HVAC, and control systems may be eligible.
- Renewable Energy Improvement Project - A Project that achieves a cost per annual energy generated of less than $8,000 per 10 million BTUs of energy generated or saved, and is sited at the Proposer's location. For Renewable Energy Improvement Projects that produce electricity, the electricity generated must be used primarily to serve the electric load (i.e., not primarily exported to the utility grid) and the system cannot generate more electricity than is consumed on-site annually (the combination of these qualifying criteria is commonly described as "behind the meter" generation). (See Appendix Q for conversion factors).

- A solar electric Project must have an installed DC capacity of 50 kW or less. In addition, a solar electric Project must use an installer who is NABCEP certified; either a NYSERDA-approved installer (listed at www.powernaturally.org) or a LIPA-approved installer (listed at www.lipower.org); and who has completed at least three (3) solar electric installations in LIPA or NYSERDA programs.
- A wind Project must use a NYSERDA- or LIPA-approved installer, NYSERDA-approved equipment, and install a 20kW or smaller wind turbine to be eligible (see www.powernaturally.org for a current list of eligible installers and equipment). **Note that, not withstanding inclusion on the NYSERDA website, Proposers are also still required to ensure that any turbine being proposed is also in compliance with Buy American requirements**.
  - A solar thermal Project that provides domestic hot water, space heating, or other heating purposes is eligible.
  - High-efficiency indoor boilers that use wood pellets, wood chips, or firewood as the fueling source are eligible, but a minimum thermal efficiency of 83% is required. Wood-fired boilers must measure thermal efficiency using either the EN 303-5 or ASHRAE 155P methods and use the lower heating value of wood.

- Efficient Transportation System Implementation Project - A Project that achieves a cost per annual energy saved threshold of less than $7,500 per 10 million BTUs of source energy saved is eligible (see Appendix Q for energy conversion factors).
  - Traffic signal synchronization and other intelligent transportation system Projects are eligible. Note that energy efficiency upgrades to traffic signals or street lights are considered Energy Efficiency Projects and do not qualify as an Efficient Transportation System Implementation Project.
  - Programs to reduce vehicle miles traveled, such as ridesharing or telecommuting, are eligible. Examples include: creating a website to match up car-pool riders, or programming work to allow for remote access to computer files.
  - Anti-idling equipment internal to the vehicle engine is eligible. For information on common anti-idling technologies, see www.epa.gov/smartway/transport/what-smartway/idling-reduction-available-tech.htm. **Note that, not withstanding inclusion on the Environmental Protection Agency list, Proposers are also still required to ensure that any equipment proposed is also in compliance with Buy American requirements**.
  - Material Conservation Project - A Project that achieves a cost of less than $100 per metric ton of landfill waste reduced or diverted (including privately collected and construction waste) is eligible. This may include up to 10% of Project construction costs for modification of existing facilities or operation of an onsite facility for characterizing and sorting previously packaged waste or for over packing waste, if operations do not involve unpacking waste. Grinders are not eligible. Radioactive waste projects are not eligible. Eligible costs include all costs which are incurred during a consecutive 12 month period necessary to complete the Project including: minor construction at eligible facilities (as described above), and purchase of vehicles, equipment, and materials, and cost to fill new positions of personnel (wages plus fringe benefits – existing personnel positions are not eligible for funding) or consultants associated with the following implementation activities:

- Alternative collection processes, such as volume-based pricing or single-stream recycling are eligible;
- New recycling capacity projects are eligible;
- Source reduction projects are eligible;
- Projects to divert organic waste from landfills are eligible;
- Projects to encourage recycled content procurement are eligible; and
- Projects to encourage material reuse are eligible.

- Energy Management Personnel – Proposers may hire consultants or hire new staff, in order to perform the below listed eligible activities. Eligible costs are consultant hourly fees and staff costs to fill new positions (wages plus fringe benefits) which are incurred during a consecutive 12 month period. The amount that a Proposer can apply for is limited by the population size of the Proposer's jurisdiction. To be eligible, a Project may request no more than $10 multiplied by the population of the Proposer's and any partners' jurisdictions as reported in the 2007 Census of Governments (http://harvester.census.gov/gid/gid_07/options.html). For example, the Town of Kirkland, with a population of 10,311, may request up to $103,110 for Energy Management Personnel. Eligible costs include costs associated with the following:
  - Projects to perform energy management functions are eligible;
  - Projects to inventory local greenhouse gas emissions and developing reduction plans are eligible;
  - Projects to conduct building code and inspection services are eligible;
  - Projects to develop zoning guidelines for sustainable development are eligible; and
  - Projects to implement regional plans that reduce energy use in various sectors are eligible.

Additional Eligibility Requirements by Measure Category

Eligible Vehicles for Material Conservation Projects
To be eligible for funding under this RFP, all heavy duty vehicles proposed to be purchased for Material Conservation Projects must meet 2010 EPA Heavy Duty Vehicle Emissions Standards.

Eligible Facilities for Material Conservation Projects
Eligible facilities for Material Conservation Projects include existing facilities and property owned by the Proposer or owned by an eligible municipality that signed a Partnership Agreement Form (Appendix N) as part of the Proposal. Only existing facilities are eligible.

Eligible Facilities and Locations for Energy Efficiency and Renewable Energy Projects
Eligible facilities and eligible locations for an Energy Efficiency Improvement Project or a Renewable Energy Improvement Project include a facility or property owned by the Proposer or owned by an eligible municipality that signed a Partnership Agreement Form (Appendix N) as part of the proposal. Existing facilities are those that have been fully operational (as built or as substantially renovated) and have been occupied for more than one year prior to requesting funding under this RFP.

Eligible Costs for Energy Management Personnel Projects
Eligible costs for Energy Management Personnel Projects include only personnel costs. Costs related to implement an energy efficiency, renewable energy, material conservation, efficient transportation or other improvements must be submitted separately.

Ineligibility

Ineligible Projects and Costs
Projects that already have a fully executed contract to be funded or partially funded by other NYSERDA programs, or any utility funded program, are not eligible for funding under this RFP.

Process-related loads from wastewater treatment plants are not eligible for funding under this RFP. Implementation funds for these entities are available from NYSERDA through other programs.

Projects involving radioactive waste are not eligible for funding under this RFP.

Projects to be completed for casinos or other gambling establishments, aquariums, zoos, golf courses, or swimming pools are not eligible for funding under this RFP.

Projects in leased buildings or on property leased by or to the Proposer or any member of the proposal team are not eligible for funding under this RFP.

Energy storage systems are not eligible for funding under this RFP.

Fuel cells are not eligible for funding under this RFP.

Hydropower projects are not eligible for funding under this RFP.

Outdoor and low-efficiency wood boilers are not eligible for funding under this RFP. Low-efficiency wood boilers are defined as any boiler that does not meet or exceed a minimum thermal efficiency of 83 as measured by testing thermal efficiency using either the EN 303-5 or ASHRAE 155P methods, and using the lower heating value of wood. Wood boilers that would use a fuel source other than wood pellets, wood chips, or firewood are not eligible for funding under this RFP.

Bike and pedestrian paths are not eligible for funding under this RFP.

New construction and new construction commissioning are not eligible for funding under this RFP.

Power quality, power factor, and power conditioning improvements are not eligible for funding under this RFP.

Retro-commissioning services without the potential for significant energy savings, such as retro-commissioning of fire suppression, security, or irrigation systems, are not eligible for funding under this RFP.

Personal computers and peripherals are not eligible for funding under this RFP.

Power management software and equipment for personal computers are not eligible for funding under this RFP.

Costs to purchase or lease real estate are not eligible for funding under this.

The municipality's staff time and consultant time for developing proposals is not eligible for funding under this RFP.

Solar electric projects larger than 50 kW installed DC capacity are not eligible for funding under this RFP.

Wind projects larger than 20 kW installed DC capacity are not eligible for funding under this RFP.

In-kind services are not eligible for funding under this RFP and are not eligible to be considered as cost-sharing under this RFP.

Costs incurred for work and equipment purchased conducted prior to having a signed contract in place with NYSERDA are not eligible for funding under this RFP.

Failure to meet Davis-Bacon prevailing wage requirements disqualify Projects for funding under this RFP.

> For more information on Davis-Bacon, see:
> http://apps1.eere.energy.gov/state_energy_program/davis_bacon_faqs.cfm

Failure to meet Buy American requirements disqualify Projects for funding under this RFP.

General Requirements

Payment Schedule
For Energy Efficiency Improvement, Efficient Transportation System Implementation, Material Conservation, and Renewable Energy Improvement Projects, Proposers may request that NYSERDA issue progress payments of up to four (4) installments. To request progress payments, Proposers must submit a Progress Payments Request (Appendix M) as part of their proposal. The Progress Payments Request (Appendix M) must list the requested payment for each installment and propose a specific deliverable that the Proposer will submit to NYSERDA to justify each progress payment. Requesting progress payments is not a factor used by the Technical Evaluation Panel (TEP) to select Projects. If a Project is selected for funding, NYSERDA will review the Progress Payments Request.

If a Project is selected for funding, NYSERDA may negotiate the proposed terms of the payment schedule with the Proposer prior to issuing a contract. The approved Schedule of Payments will list the milestones and deliverables needed to trigger payment of each installment, and will list the amount of each installment. If a Proposer fails to meet specified deliverables, the Project may be terminated.

For Energy Management Personnel Projects, do not submit a Progress Payments Request (Appendix M). NYSERDA will make up to four quarterly payments (corresponding with 3, 6, 9, and 12 months after date of hire). NYSERDA will require evidence of costs incurred (e.g. paystubs or consultant invoices) and a copy of the staff person's or consultant's work products to release payment.

Project Completion Date
Due to the Federal source of the ARRA funds, Proposers must complete implementation and submit the required documentation to NYSERDA for payment on or before March 30, 2012. Failure to do so may result in termination of the Agreement and loss of funding.

Changes in Project Scope
Once a Proposal is selected, if at any time there are changes to the scope of work, schedule or budget, the Proposer must contact the NYSERDA project manager immediately. Changes in Project scope, schedule or budget may change the amount of funds awarded by NYSERDA. A change in a Project's cost or projected savings of more than 10% may be indicative of a change in Project scope; changes in Project scope require NYSERDA approval.

Service Provider Selection
The Proposer is responsible for selecting its own Service Provider and is responsible for complying with its internal procurement requirements, including but not limited to State and Municipal Finance Law, as applicable. A Service Provider can be an independent third-party company, such as an energy service company (ESCO), energy consultant, engineering firm, utility company, construction company, or other contractor. Projects can be self-implemented; however, for all self-implemented Energy Efficiency, Renewable Energy, and Efficient Transportation System Projects, the municipality's staff time for developing, designing, or implementing the Project is not eligible for funding under this RFP.

The Proposer is also responsible for ensuring that its Service Provider complies with Davis-Bacon prevailing wage requirements and Buy American requirements. Davis-Bacon prevailing wage requirements apply to self-implemented Projects.

D-U-N-S Number
A D&B® D-U-N-S number is a unique nine digit sequence for indentifying and tracking organizations. It is a pre-requisite to receipt of ARRA funds that the municipality receive a D-U-N-S number. NYSERDA will not enter into a contract with an Eligible Proposer who has not provided its D-U-N-S number. Additional information can be found at: www.dnb.com/US/duns_update.

Central Contractor Registration (CCR)
The Central Contractor Registration (CCR) is the primary registrant database for the U.S. Federal Government. CCR collects, validates, stores and disseminates data in support of Federal agency acquisition missions. Successful Proposers are required to register in the CCR (http://www.ccr.gov). NYSERDA will not enter into a contract with an Eligible Proposer who has not confirmed CCR registration.

National Environmental Policy Act (NEPA) Compliance
All Projects funded through programs receiving ARRA money must comply with NEPA requirements. DOE, as the federal agency distributing funds for the EECBG program, provides guidance on the NEPA process. Successful Proposers will be required to comply with NEPA requirements. Additional information can be found at:
http://www.eecbg.energy.gov/about/faq.html

Cost Sharing
Cost sharing is not required but it is a selection factor that the Technical Evaluation Panel will use when evaluating Proposals for Energy Efficiency Improvement, Renewable Energy Improvement, and Efficient Transportation System Implementation Proposals. Other Federal funds, including other ARRA grants, will not be considered as eligible cost sharing. Proposals must list all funding sources for the Project in the Funding Sources Form (Appendix L).

Other NYSERDA and Utility Programs
Projects funded by this RFP are not eligible for additional funding under other NYSERDA programs, or any utility funded program. Proposers who previously entered into a contract with NYSERDA or a utility to implement a Project under a different program cannot cancel participation in that program in order to reapply to this RFP. If a Project has been submitted to another NYSERDA or utility program, but no contract is in place, a Proposer may choose to cancel participation in that program in favor of receiving funds from this RFP.

EPA ENERGY STAR® Portfolio Manager
The EPA ENERGY STAR® Portfolio Manager is a free, web-based, evaluation tool that compares a building's energy use with similar buildings nationwide, and tracks a building's energy use over time. Energy Efficiency Improvement Projects and Renewable Energy Improvement Projects are strongly encouraged to benchmark the building(s) being submitted to this RFP using the EPA ENERGY STAR® Portfolio Manager at www.energystar.gov/istar/pmpam/. Benchmarking is part of the evaluation criteria used by the TEP and is encouraged, but is not required. To receive points for benchmarking, attach to the Proposal a printout of the building profile from the EPA ENERGY STAR® Portfolio Manager. If the Project has unsupported building types, input the data into the EPA ENERGY STAR® Portfolio Manager as best as possible. Even without a score, this is a valuable tool for tracking the building's energy use.

WasteWise Partner
WasteWise is a free program sponsored by the U.S. Environmental Protection Agency that provides free assistance in reducing municipal solid waste and select industrial wastes in order to generate cost savings and environmental benefits. Being a WasteWise Partner is one of the evaluation criteria used by the TEP for Material Conservation Projects and is encouraged, but it

is not required. Information about the WasteWise Program and becoming a WasteWise Partner can be found at www.epa.gov/waste/partnerships/wastewise/. Proposers for Material Conservation Projects who are WasteWise Partners should attach to their Proposal a copy of the email confirming enrollment.

The Climate Registry
The Climate Registry is a non-profit organization that enables organization to measure, verify, and publicly report their greenhouse gas emissions. Registering with the Climate Registry is part of the evaluation criteria used by the TEP and is encouraged, but is not required. Information about the Climate Registry can be found at www.theclimateregistry.org. Proposers who have registered with the Climate Registry should attach to their Proposal a copy of their confirmation letter.

Climate Smart Communities Partnership
Climate Smart Communities is a partnership of local governments and the State of New York that encourages communities to combat climate change. Municipalities in this partnership show their commitment to reducing greenhouse gas emissions through initiatives such as taking an inventory of local emissions, developing a Climate Action Plans, and promoting education on the risks of climate change. By adopting the Climate Smart Communities Pledge, a municipality becomes a Climate Smart Communities Partner. Being a Climate Smart Communities Partner is part of the evaluation criteria used by the TEP and is encouraged, but it is not required. More information on the steps needed to become a Climate Smart Communities Partner can be found at www.dec.ny.gov/energy/50845.html. Proposers who have become a Climate Smart Communities Partner should attach to their Proposal a copy of its letter confirming participation in the Partnership.

Energy Conservation Construction Code of New York and Other Requirements
All Projects must meet or exceed all applicable local, State and Federal codes and standards.

Renewable Energy Improvement Projects proposing to install high-efficiency indoor wood-fired boilers must measure thermal efficiency using either the EN 303-5 or ASHRAE 155p methods and use the lower heating value of wood.

Governor David A. Paterson has advanced legislation to amend the existing Energy Conservation Construction Code of New York State. This would require all commercial construction projects to meet or exceed the commercial building requirements of ASHRAE 90.1 -2007, and all residential construction requirements to meet or exceed the residential requirements of the International Energy Conservation Code (IECC) 2009. Proposers are encouraged to develop a scope of work and propose Projects that would meet the requirements of these advanced codes, as appropriate. Meeting these codes is part of the evaluation criteria used by the TEP and is encouraged, but is not required. For Projects that will meet ASHRAE 90.1 -2007, attach to the proposal a signed statement from the professional engineer on the Project team stating the Project will be designed to meet or exceed relevant ASHRAE 90.1 -2007 requirements.

Engineer Certification language: "I, [name of registered professional engineer] certify that the subject Proposal is being designed to meet relevant requirements of ASHRAE 90.1 - 2007." Engineer must include registration number.

Measurement and Verification Plan

By requesting funding from this RFP, the Proposer agrees to provide NYSERDA and NYSERDA-designated contractors, access to facilities, equipment, data (including invoices and other applicable Project cost documentation, metering and energy management system data), and personnel necessary to facilitate measurement and verification. If the Proposal is selected for an award, NYSERDA will notify the Proposer of the Measurement and Verification Plan for the Project. The Measurement and Verification Plan itself will be conducted by NYSERDA or its contractor(s). The Proposer must cooperate with NYSERDA and its contractor(s) in conducting the Measurement and Verification Plan. The Schedule of Payments will explain the Measurement and Verification requirements that must be met, prior to NYSERDA's making final payment, if applicable.

NYSERDA is in the process of engaging a third-party contractor to review and evaluate the energy savings and other benefits accruing from Projects funded under this RFP. All awardees must provide all reasonable assistance and documentation to support this effort.

III. Proposal Requirements

A complete Proposal must include all of the following:

- Appendix A – Proposal Checklist
- Appendix B – Disclosure of Prior Findings of Non-responsibility Form
- Appendix C – Proposal Application Form
    - If the Project is for an entity within the jurisdiction of an Eligible Proposer, a second Appendix C must be signed by the entity receiving the benefit, as well as a copy of the official board resolution or action of the Eligible Proposer, and a letter from the entity receiving the benefit indicating they own the facility or property in question and have full legal authority to make the improvements and will comply with all requirements and terms and conditions of this RFP.
- A Project Description as described in Appendix E
- Appendix F - Project Summary
- Appendix G, H, I, J, or K, - Evaluation Criteria Form (Appendix G for Energy Efficiency Projects, Appendix H for Renewable Energy Projects, Appendix I for Efficient Transportation System Projects, Appendix J for Material Conservation Projects, and Appendix K for Energy Management Personnel Projects)
- Appendix L - Funding Sources Form
- Appendix M (optional) - Progress Payments Request (do not submit Appendix M for Energy Management Personnel Projects)
- Appendix N (if applicable) – Partnership Agreement Form. One (1) from each partnering municipality
- Additional documentation as required to address evaluation criteria

Additional supporting documentation may be required by NYSERDA in accordance with the terms and conditions identified in this RFP.

Proposers must submit one (1) paper copy of a complete Proposal with all original signatures and one (1) complete electronic copy on a CD with all attachments, Appendices and other supporting information.

The paper copy of the complete Proposal must contain all original signatures. Faxed or e-mailed copies, or an electronic copy without an original signed paper copy will not be accepted. Late, incomplete, or unsigned Proposals will be returned. The paper copy must have a signed Proposal Checklist (Appendix A), a signed Disclosure of Prior Findings of Non-responsibility Form (Appendix B), and a signed Proposal Application Form (Appendix C), attached to the front and must include original signatures.

Funds will be awarded in one (1) selection round.

To respond to this RFP, send a completed Proposal with all required original signatures, supporting attachments and documentation to the attention of Roseanne Viscusi, at the address listed at the beginning of this RFP.

Proposals must not be excessively long or submitted in an elaborate format that includes expensive binders or graphics. Unnecessary attachments beyond those sufficient to present a complete, comprehensive, and effective response will not be used in the evaluation of the Proposal. Each page of the Proposal should state the name of the Proposer, the number of this RFP (RFP 10), and the page number.

IV. Proposal Evaluation

Funding for this RFP will be reserved for the successful Proposers on a competitive basis for the period of time designated in the Agreement. Proposals that meet the RFP's requirements in each region will be evaluated by a Technical Evaluation Panel (TEP) based on the criteria in Appendices G, H, I, J, and K. NYSERDA may award a contract based on proposals without discussion, or following limited discussion on scope of work modifications or other negotiations. NYSERDA may request additional data, materials, or forms from the Proposer for selected Projects as part of this process. Failure to comply with Agreement schedules may result in termination of the Agreement and loss of funding.

V. General Conditions Applicable to NYSERDA Agreements

Proprietary Information

Careful consideration should be given before confidential information is submitted to NYSERDA as part of your Proposal. Review should include whether it is critical for evaluating a Proposal, and whether general, non-confidential information, may be adequate for review purposes. The NYS Freedom of Information Law, Public Officers law, Article 6, provides for public access to information NYSERDA possesses. Public Officers Law, Section 87(2) (d) provides for exceptions to disclosure for records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a

commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." Information submitted to NYSERDA that the Proposer wishes to have treated as proprietary and confidential trade secret information, should be identified and labeled "Confidential" or "Proprietary" on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should be excepted. See Public Officers Law, Section 89(5) and the procedures set forth in 21 NYCRR Part 501 www.nyserda.org/nyserda.regulations.pdf. 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

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

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 Proposer may be subject to penalties for violation of any law which may apply in the particular circumstances. Proposers shall 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.

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.state.ny.us/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 Proposer, 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 Proposer, 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.state.ny.us/pdf/2006/fillin/st/st220td_606_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.state.ny.us/pdf/2006/fillin/st/st220ca_606_fill_in.pdf). The Department has developed guidance for Proposers which is available at http://www.tax.state.ny.us/pdf/publications/sales/pub223_606.pdf.

Contract Award - NYSERDA anticipates making multiple awards under this RFP. It may award a contract based on initial proposals without discussion, or following limited discussion or negotiations pertaining to the Statement of Work. Each Proposal should be submitted using the most accurate cost and technical information available. NYSERDA may request additional data or material to support proposals. NYSERDA reserves the right to limit any negotiations or exceptions to standard terms and conditions to those specifically identified in the submitted Proposal. NYSERDA expects to notify Proposers in approximately ten (10) weeks from the Proposal due date whether each Proposal has been selected to receive an award.

VI. Attachments

Appendix A: Proposal Checklist

Appendix B: Disclosure of Prior Findings of Non-responsibility Form

Appendix C: Proposal Application Form

Appendix D: Sample Agreement (Not required as part of the Proposal)

Appendix E: Project Description

Appendix F: Project Summary

Appendix G: Energy Efficiency Project Evaluation Criteria

Appendix H: Renewable Energy Project Evaluation Criteria

Appendix I: Efficient Transportation System Project Evaluation Criteria

Appendix J: Material Conservation Project Evaluation Criteria

Appendix K: Energy Management Personnel Evaluation Criteria

Appendix L: Funding Sources

Appendix M: Progress Payments Request

Appendix N: Partnership Agreement Form

Appendix O: Pre Implementation Energy Use Data

Appendix P: Post Implementation Energy Use Data

Appendix Q: Conversion Factors

Appendix R: Definition of Large Municipality

Appendix S: Regions Defined

Appendix A

Proposal Checklist
Implementation Funding for Small Municipalities
American Recovery and Reinvestment Act (ARRA)

This completed form **MUST** be signed and attached to the front of your Proposal

Proposal Title: Proposer Region (1,2,3,4,5,6,7): Project Type:		Due Date	
Primary Contact (Proposer)		Title	
Company		Phone	Fax
		e-mail	
Federal Tax Identification #			
Address	City	State or Province	Zip+4
Secondary Contact		Title	
Company		Phone	Fax
		e-mail	
Address	City	State or Province	Zip+4

THE PROPOSER MUST SIGN THIS FORM BELOW and ANSWER THE FOLLOWING QUESTIONS:

Do you accept all Terms & Conditions in the Sample Agreement? (if no, explain on separate page) __ Yes __ No
(NYSERDA anticipates considering only specifically listed exceptions in negotiations.)

Have you been indicted/convicted for a felony within the past 5 years? (if yes, explain on separate page) __ Yes __ No

Are you a Minority or Women-Owned Business Enterprise? __ Yes __ No

Does your proposal contain Minority or Women-Owned Business enterprises as subcontractors? __ Yes __ No

Are you submitting the required number of copies? (See proposal instructions.) __ Yes __ No

Is other public funding pending/awarded on this and/or very similar topic (prior and/or competing proposals)? __ Yes __ No
(if yes, explain on separate page)

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

[Please attach a list of items consistent with the RFP Requirements section of the solicitation and list the page on your Proposal that each item can be found.]02	Indictment/Conviction of Felony (if applicable) NYSERDA Contracts Awarded (if applicable) Prior and/or Competing Proposals (if applicable) Exceptions to Terms & Conditions (if applicable) Disclosure of Prior Findings of Non-responsibility Form

For any member of the Proposing team, have you received, or do you expect to receive, over $500,000 of Federal awards for any of the fiscal years during the term of our agreement? If yes, you are required to obtain an independent audit pursuant to the Federal Office of Management and Budget, OMB circular A-133, and provide a copy to NYSERDA throughout the term of this Agreement.	☐ Yes ☐ No

Does your organization: (1) receive more than 80% of its annual gross revenues in Federal awards; and (2) receive $25 million or more in annual gross revenues from Federal awards. If yes, does you organization provide public access to information about the compensation of the senior executives under filing requirements of the Security Exchange Act of 1934 or 780(d) or section 6104 of the Internal Revenue Code? If no, provide the names and compensation of the five most highly compensated officers.	☐ Yes ☐ No ☐ Yes ☐ No

HAVE YOU ATTACHED ONE COPY (WITH ORIGINAL SIGNATURES) OF THE FOLLOWING?

- Appendix A: Proposal Checklist
- Appendix B: Disclosure of Prior Finds of Non-Responsibility Form
- Appendix C: Application Form
- Other Appendices as applicable

AUTHORIZED SIGNATURE & CERTIFICATION
(MUST BE SIGNED BY THE PROPOSER NOT A VENDOR OR SERVICE PROVIDER)

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, 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 RFP's requirements are not met. I the undersigned am authorized to commit my organization to this Proposal.

Signature	Name
Title	Organization
Phone	

Appendix B
Disclosure of Prior Findings of Non-responsibility Form
Implementation Funding for Small Municipalities
American Recovery and Reinvestment Act (ARRA)

This completed form **MUST** be signed and attached to your Proposal

Name of Individual or Entity submitting the Proposal:		
Address:		
Date:		
Solicitation or Agreement Number: RFP 10 Name and Title of Person Submitting this Form:		
Has any Governmental Entity made a finding of non-responsibility regarding the Individual or Entity submitting this Proposal 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.
(MUST BE SIGNED BY THE PROPOSER NOT A VENDOR OR SERVICE PROVIDER)

By:_____ Date:_____
Signature

Name:_____ Title:_____

Appendix C
Proposal Application Form
Implementation Funding for Small Municipalities
American Recovery and Reinvestment Act (ARRA)

PROPOSER INFORMATION	
Proposer Name:	
Proposer is a Small New York State Municipality listed in the 2007 Census and is not listed on Appendix R	☐ Yes ☐ No (project is not eligible under this RFP)
Federal ID Number:	
D-U-N-S Number:	
Proposer has registered with the Central Contractor Registration (CCR): ☐ Yes ☐ No	

CONTACT INFORMATION	
Contact Name and Title:	
Address:	
City, State and Zip Code + 4:	
Phone and Fax:	
E-Mail Address:	

ADDRESS OF PROPOSER'S MAIN MUNICIPALITY BUILDING (e.g. VILLAGE HALL, TOWN HALL, CITY HALL, COUNTY OFFICE BUILDING)	
Address:	
City, State and Zip Code + 4:	

PROJECT CATEGORY (CHECK ONE ONLY)
(IF THE PROPOSER WOULD LIKE TO APPLY FOR MORE THAN ONE CATEGORY, THE PROPOSER MUST SUBMIT A SEPARATE PROPOSAL FOR EACH CATEGORY)

- ☐ Energy Efficiency Improvement
- ☐ Renewable Energy Improvement
- ☐ Efficient Transportation System Implementation
- ☐ Material Conservation
- ☐ Energy Management Personnel

PRIMARY PLACE OF PERFORMANCE For a Renewable Energy Improvement Project and an Energy Efficiency Improvement Project (except for traffic signal lighting and street lighting projects) fill in the primary place of performance. For Projects with multiple locations, use the location with the largest dollar amount of measures.	
Location Name:	
Address:	
City, State and Zip Code + 4:	

PROJECT FUNDING CALCULATION	
Proposers may submit multiple proposals for different Projects. A Proposer may not receive a total of more than $500,000 for Project(s) under this RFP.	
For Energy Efficiency Improvement, Efficient Transportation System, Material Conservation, and Renewable Energy Projects: List total Project cost.	$
For Energy Management Personnel: List the cost of employing consultants or new staff for the period of performance, but for no longer than 1 year.	$
Cost sharing: Please list all cost sharing included as part of your Proposal. (Appendix L)	$_____ _____%
The amount requested for this project:	$

PROPOSER CERTIFICATION
I certify that as the Proposer to RFP 10 and the person signing the Proposal Application Form (Appendix C), the identified organization is interested in and authorized to implement the energy conservation projects included in this Proposal. The Proposer is requesting funding for eligible costs to implement the energy conservation project proposed herein under the American Recovery and Reinvestment Act (ARRA). I certify that the information provided as part of this Proposal is true and accurate to the best of my knowledge and that none of the work identified for funding herein has been or will be undertaken before a NYSERDA contract is issued and that no funds from other NYSERDA or utility-funded programs will be used to pay for a portion of the proposed Project. I understand that Proposals must meet the eligibility criteria described in this solicitation, and that all Proposals may not be funded. I understand that the Project is to be funded under ARRA and that additional reporting and other requirements may apply, including, but not limited to: additional reporting requirements, Buy American, and Federal Davis-Bacon prevailing wage requirements; and other requirements as may be imposed by Federal or State oversight entities. I agree to provide to NYSERDA any and all required materials, documentation, access to facilities and fleets, and other required information, on the schedule required by NYSERDA to meet all requirements. I understand that this Project may be audited for compliance with the requirements of this RFP. I understand that failure to comply with ARRA requirements and to complete the Project by March 30, 2012 may result in loss of funding.

(MUST BE SIGNED BY THE PROPOSER NOT A VENDOR OR SERVICE PROVIDER)

PROPOSER SIGNATURE:_____

NAME AND TITLE:_____

ORGANIZATION AND PHONE:_____

Appendix D

RFP 10 Sample Agreement:
Successful Proposers will be required to enter into this Sample Agreement

New York State Energy Research and Development Authority

ENERGY EFFIFICIENCY AND CONSERVATION BLOCK GRANT AGREEMENT

Funding is provided from the American Recovery and Reinvestment Act of 2009 (Recovery Act), through the Energy Efficiency and Conservation Block Grant Plan. Special terms and conditions apply to the use of these funds and a general description of the special terms and conditions are described below.

Contractors are required to comply with the National Environmental Policy Act in addition to the State Environmental Quality Act.

On all construction, alteration and repair projects, Contractors must comply with the Davis-Bacon Act concerning the paying of prevailing wages to mechanics and laborers employed directly upon the site, and for all projects by or for governmental agencies, such Contractors must also comply with the New York State Department of Labor's prevailing wage requirements.

Funds must be obligated by NYSERDA within eighteen (18) months of October 17, 2009. Funds must be obligated by NYSERDA on or before March 30, 2012, and Projects must be completed and all funds expended by March 30, 2012.

Additional guidance from the Federal and State governments on the use of funds is expected and Contractors are required to meet any new Federal or State requirements.

1. Contractor:
2. Contact:
3. Project Period:
4. Federal ID:
5. DUNS Number:
6. Agreement Number:
7. Award Date:
8. Total Amount of Award:

9. Commitment Terms and Conditions

This Agreement consists of this page through the signature page, plus the following attachments:

Exhibit A Statement of Work, including Budget and Schedule
Exhibit B General Contract Provisions, Terms, and Conditions
Exhibit C Standard Terms and Conditions
Exhibit D Prompt Payment Policy Statement

Addenda to include additional Federal or State requirements.

SPECIAL TERMS AND PROVISIONS APPLICABLE TO RECEIPT OF RECOVERY ACT FUNDS

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Contractors shall use funds in a manner that maximizes job creation and economic benefit.

The Contractor shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in the Act itself and as discussed below, and shall require its contractors and subcontractors to comply, as appropriate.

The Contractor and the Authority understand that the following provisions may be changed and additional requirements may be added and that each agrees to be bound by such changes, additions, and guidance as may be issued with respect to, and as required under, the Recovery Act.

I. Reporting Requirements

The Contractor agrees to obtain, retain, prepare, and provide to the Authority or the Federal Office of Management and Budget, as requested by the Authority, without limitation, the information required by the Recovery Act including but not limited to:

1. Monthly reports setting forth the percentage of the Project having been completed.

2. Monthly reports providing a description of the employment impact of Recovery Act funded work. The report should include:

(i) a brief description of the types of jobs created and jobs retained;
(ii) an estimate of the number of jobs created and jobs retained; and
(iiii) an estimate of the number of hours worked in the jobs created and retained.

3. Contractor's nine digit Data Universal Numbering System (DUNS) number and Central Contractor Registration plus four extended DUNS number.

4. Amount awarded to Contractor.

5. Amount received by Contractor.

6. Contractor type.

7. Date of award.

8. Projected period of performance.

9. Place of performance and area of benefit.

10. The names and compensation of the five most highly compensated officers of the Contractor if the Contractor in the preceding fiscal year received:

(i) 80 percent or more of its annual gross revenues in Federal awards; and
(ii) $25,000,000 or more in annual gross revenues from Federal awards; and
(iii) the public does not have access to information about the compensation of the senior executives of the Contractor through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), or 78o(d)) or section 6104 of the Internal Revenue Code of 1986 [26 USCS 6104].

11. List of Vendors awarded contracts and their DUNS number or name and zip code of headquarters.

Contractor shall provide the foregoing reporting information on forms prescribed by the Authority within five (5) business days of the end of each calendar quarter unless otherwise indicated. Contractor further agrees to provide any additional information deemed necessary in the sole discretion of the Authority, to enable the Authority to comply with its reporting requirements under the Recovery Act, or respond to any Federal or State inquiry regarding the Work.

II. Buy American

With respect to Work performed on public buildings or that constitutes a public work, the Contractor acknowledges to and for the benefit of the Authority that it understands the Work being financed herein is being funded with monies made available by the Recovery Act and that such law contains provisions commonly referred to as "Buy American" requiring all iron, steel and manufactured goods used in the Work to be produced in the United States ("Buy American Requirements") and used by the Contractor or its contractors and subcontractors. The Contractor hereby represents and warrants to and for the benefit of the Authority that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the Work will be or have been produced in the United States in a manner that complies with the Buy American requirements, unless a waiver of the requirements is approved by an appropriate Federal agency, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American requirements, as may be requested by the Authority, including from each contractor and subcontractor which has a contract financed with Recovery Act funds. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Authority to recover any Recovery Act funds paid and any damages against the Contractor including any loss, expense or cost (including without limitation attorney's fees) incurred by the Authority resulting from any such failure (including without limitations any impairment or loss of funding, whether in whole or in part, from DOE or the State or any damages owed to DOE or the State by the Authority). The Authority and the Contractor agree that DOE and the State are third party beneficiaries and may enforce the requirements of this Agreement.

A waiver may be provided, if an appropriate Federal agency determines that (1) applying these requirements would be inconsistent with the public interest; (2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron, steel and manufactured goods

produced in the United States will increase the cost of the overall Work by more than 25 percent. The Contractor must obtain any waiver(s) directly. All requests for waivers shall be provided to the Authority for review prior to submission. Copies of any waivers granted to the Contractor by must be provided to the Authority. Additional guidance on the Buy American requirements and waiver process can be found on www.recovery.gov.

III. Wage Rate Requirements

In accordance with the Recovery Act and other Federal requirements and the New York State Labor Law, all laborers and mechanics employed by contractors and subcontractors providing construction related services on the Work shall be paid wages at rates not less than those prevailing on Works of a character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the Work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § **5.5(**a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. An additional classification and wage rate and fringe benefits therefore will be approved only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contractor agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Authority to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, is required to approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Authority or will notify the Authority within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contractor do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contractor shall refer the questions, including the views of all interested parties and the recommendation of the Contractor, to the Administrator for determination. The Administrator, or an authorized representative, is required to issue a determination within 30 days of receipt and so advise the Contractor or will notify the Contractor within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Authority may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be

maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Authority. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR **5.5(**a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Authority or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Contractor to require a subcontractor to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the Authority.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information described under § **5.5** (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § **5.5** (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and

fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Authority or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, after written notice to the Contractor, sponsor, applicant, or owner, the Authority and other Federal agencies may take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment.

(4) Apprentices and trainees -- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship

program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert this section in any subcontracts and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these requirements.

(7) Contract termination: debarment. A breach of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the Authority, the U.S. Department of Labor, or the

employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

Contractor shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any contract in excess of $2,000 for construction, alteration or repair (including painting and decorating) being paid with Recovery Act Funds

IV. New York State Requirements

Contractor, if it is a vendor, shall comply with the following New York State requirements:

1. Posting Job Listings on the New York State Job Exchange

Option 1:
The **preferred** approach is for the company to initially register through the New York State Department of Labor's Job Exchange http://www.labor.state.ny.us website for an employer account. This service allows the employer to directly manage their job orders status throughout the recruitment process. Approval for access is received within 3 business days which allows the employer to then list their job orders. The job orders are open to the public on this website and the job orders also roll over into the Department of Labor's One Stop Operating System (OSOS) for local One-Stop service.

Option 2:
The employer can complete a job order form and fax it to either of the following as appropriate. For jobs that are located in New York City the employer can use the NYC Fast Fax form http://www.labor.state.ny.us/formsdocs/does/ES515_584.pdf and fax it to (718) 780-9458. Regarding jobs that are located outside of New York City, the employer can use the NYS Fast Fax Form http://www.labor.state.ny.us/formsdocs/does/es515.pdf and fax to (518) 485-1333.

Option 3:
The employer can e-mail specifics of their job orders by using a fillable NYS Job Order Form http://www.labor.state.ny.us/businessservices/PDFs/FastFax%20Electronic.rtf. If the jobs are located in New York City, the employer would send the completed form to DoES_LO584@labor.state.ny.us address. If the jobs are located outside of New York City the employer would send the completed form to the nysjobbank.does@labor.state.ny.us address.

Option 4:
The employer can speak with a representative concerning the placement of a job order. If the jobs are located in New York City, the employer should call (718) 780-9499. If the jobs are located outside of New York City the employer should call 1-888-4-NYSDOL.

2. Since this agreement contains ARRA stimulus funds, the vendor will post any jobs that is creates or seeks to fill as a result of the stimulus funding. Vendors will post through the New York State Department of Labor (http://labor.state.ny.us, notwithstanding any other posting they might make. Any advertisements posted by the vendor for positions pursuant to this contract must indicate that the position is funded with stimulus funds. The department may waive the requirements of this section at its discretion.

3. The vendor will maintain detailed records of their expenditure of 2009 Stimulus Funds in connection with this agreement and submit as reports as requested by the State of New York. The State of New York as the recipient of funds under the ARRA is subject to quarterly reporting requirements and oversight by federal agency inspectors. Additional reports may be required under this agreement.

4. The vendor is also responsible for holding all sub grantees to the above reporting requirements.

5. Agreement Funding

a. State General Fund Dollars _____
b. Federal Fund Dollars _____
c. ARRA Stimulus Dollars _____
d. Other Fund Dollars _____

Agreement Total _____

V. Additional Covenants

1. The Contractor agrees to promptly refer to DOE's Inspector General any credible evidence that a principal, employee, agent, contractor, subcontractor, loan contractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Agreement.

2. The Contractor acknowledges, and agrees to comply with, the "whistleblower" protections set forth in Section 1553 of the Recovery Act related to disclosure of mismanagement of contracts, waste of funds, health and safety dangers, abuse of Authority, or any violation of laws, rules or regulations related to the use of fund provided under this Agreement. An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory Authority over the employee (or other person working for the employer who has the Authority to investigate, discover or terminate misconduct, a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of: gross management of an agency contract or grant relating to

covered funds; a gross waste of covered funds; a substantial and specific danger to public health or safety related to the implementation or use of covered funds; an abuse of Authority related to the implementation or use of covered funds; or as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds. Contractor shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the Recovery Act, see www.Recovery.gov, for specific requirements of this section and prescribed language for the notices).

3. Contractor shall include Recovery Act special terms and conditions in any subcontract.

4. Contractor shall segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. Contractor shall maintain backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Contractor shall provide copies of backup documentation at the request of the Authority.

5. SEP funding may not be used to supplant or replace existing state, ratepayer or other funding.

6. No part of the funds from the Recovery Act shall be commingled with any other funds or used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

7. Contractor shall cooperate with and agrees to allow, with respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the Recovery Act, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General:

(i) to examine any records of the Contractor, any of its subcontractors, or any State or local agency administering such contract that pertain to, and involve transactions relation to, the contract or subcontract; and

(ii) to interview any officer or employee of the Contractor, grantee, or agency regarding such transactions.

8. The Contractor acknowledges and agrees that the Work is subject to the federal audit requirements of the Single Audit Act of 1984, and that it will comply with the requirements of the Single Audit Act of 1984 (31 USC 7501 et seq.) and all laws and regulations implementing same including without limitation 40 CFR Part 31, all as amended from time to time (collectively, the "Single Audit Act"). This shall include, without limitation, having either a single audit or a program-specific audit for any of the Contractor's fiscal years in which it expends a total amount of federal financial assistance equal to or in excess of $500,000.

9. Contractor shall also comply with the applicable requirements of:

(i) Anti-Discrimination and Equal Opportunity requirements
(ii) Title VI of the Civil Rights Act of 1964
(iii) Title IX of the Education Amendments of 1972
(iv) Section 504 of the Rehabilitation Act of 1973
(v) Age Discrimination Act of 1975
(vi) Anti-discrimination requirements of program-specific statutes
(vii) Fair Housing Act
(viii) Fair Credit Reporting Act
(ix) Americans With Disabilities Act
(x) Title VII of the Civil Rights Act of 1964
(xi) Equal Educational Opportunities Act
(xii) Age Discrimination in Employment Act
(xiii) Uniform Relocation Act
(xiv**)** Intellectual Property Provisions
(xv) National Environmental Policy Act
(xvi) National Historic Preservation Act, and related statutes (including processes for project review and documentation)
(xvii) DOE contract requirements (10 CFR Part 600 et. seq.).

Contractor shall comply with all additional Federal and State requirements that are or may be attached hereto in the form of Addenda.

Contractor

By: _____

Name: _____

Title: _____

NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY

By: _____
Jeffrey J. Pitkin
Treasurer

STATE OF)
) SS.:
COUNTY OF)

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

_____
Notary Public

Exhibit A

Statement of Work

[To be provided in final form Agreement]

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.

Agreement: This Agreement including Exhibits A, B, C, and D and any Addenda hereto, all of which are made a part hereof as though herein set forth in full.

Budget: The Budget set forth in Exhibit A hereto.

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

Contract Data: Technical Data first produced in the performance of the contract, Technical Data which are specified to be delivered under the contract, or Technical Data actually delivered in connection with the contract.

Contractor: The Contractor identified in Item 1 of page one of the Agreement.

Effective Date: The effective date of this Agreement shall be the date appearing in Item 7 of page one of the Agreement.

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.

Proprietary Data: Technical Data which embody trade secrets developed at private expense, such as design procedures or techniques, chemical composition of materials, or manufacturing methods, processes, or treatments, including minor modifications thereof, provided that such data:

(i) are not generally known or available from other sources without obligation concerning their confidentiality;

(ii) have not been made available by the owner to others without obligation concerning their confidentiality; and

(iii) are not already available to NYSERDA without obligation concerning their confidentiality.

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.

Technical Data: Recorded information regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental or developmental, or demonstration, or engineering work, or be usable or used to define a design or process, or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer software (including computer software programs, computer software data bases, and computer software documentation). Examples of Technical Data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identification, and related information. Technical Data as used herein does not include financial reports, cost analyses, and other information incidental to contract administration.

Unlimited Rights: Rights to use, duplicate, or disclose Contract Data, in whole or in part, in any manner and for any purpose whatsoever, and to permit others to do so.

Work: The Work described in 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 "Contact Person" identified in Item 2 of page one of the Agreement shall serve as Project Director and as such shall have the responsibility of 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.

Article III

Deliverables

Section 3.01. Deliverables. All deliverables shall be provided in accordance with the Exhibit A Statement of Work and the other provisions of this Agreement.

Article IV

Payment

Section 4.01. Compensation. In consideration for this Agreement and as full compensation for the costs for 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 the actual cost incurred as set forth in the Budget up to a maximum amount set forth in Item 8 of page one of the Agreement, subject to the provisions and restrictions contained herein. Such amount shall be paid only to the extent that costs are incurred by the Contractor in performance of the Work in accordance with the provisions of this Agreement, the Budget and the following:

(a) Staff Charges: The Contractor shall be compensated for the services performed by its employees under the terms of this Agreement at the employee's actual wage rate.

(b) Direct Charges: The Contractor shall be reimbursed for reasonable and necessary actual direct costs incurred (e.g., equipment, supplies, travel and other costs directly associated with the performance of the Agreement) to the extent required in the performance of the Work in accordance with the provisions of the Budget. Travel, lodging, meals and incidental expenses shall be reimbursed for reasonable and necessary costs incurred. Costs should generally not exceed the daily per diem rates published in the Federal Travel Regulations. Reimbursement for the use of personal vehicles shall be limited to the Internal Revenue Service business standard mileage rate.

(c) Indirect Costs: The Contractor shall be reimbursed for fringe benefits, overhead, general and administrative (G&A), and other indirect costs included in the Budget at such rates as the Contractor may periodically calculate, consistent with appropriate Federal guidelines or generally accepted accounting principles.

Furthermore, NYSERDA shall have no liability under this Agreement to the Contractor or to anyone else beyond funds paid to NYSERDA by the U.S. Department of Energy or other third parties for the purposes of this Agreement.

Section 4.02. Progress Payments. The Contractor may submit invoices for progress payments in accordance with Exhibit A, as applicable. Invoices shall be addressed to NYSERDA, "Attention: Accounts Payable." Such invoices shall make reference to the Agreement number shown in Item 6 of page one of the Agreement. Invoices shall set forth total project costs incurred. They shall be in a format consistent with the cost categories set forth in the Budget and any prevailing wage requirements. Invoices shall provide reasonable documentation for the above to provide evidence of costs incurred, including:

(a) Staff charges: for each employee, the name, title, number of hours worked, hourly rate and labor extension;

(b) Direct charges: all direct costs shall be itemized on the invoice and supported by documentation, such as vendor invoices, travel vouchers or other documentation; and

(c) Indirect charges: indirect cost rates and method by which rates are applied.

The Contractor shall be notified by NYSERDA in accordance with Section 504.4 (b)(2) of NYSERDA's Prompt Payment Policy Statement, attached hereto as Exhibit D, of any such information or documentation which the Contractor did not include with such invoice.

In accordance with and subject to the provisions of such Exhibit D, NYSERDA shall pay progress payments as described in the Budget section of Exhibit A to the Contractor, within the prescribed time after receipt of an invoice for a progress payment, unless NYSERDA should determine that any such payment or any part thereof is otherwise not properly payable pursuant to the terms of the Agreement or the Budget.

Section 4.03. Title to Equipment. Except as specifically set forth in the Statement of Work, title shall vest in NYSERDA to all equipment purchased hereunder using ARRA funds, until such time as the equipment is permanently attached and becomes a fixture. Once equipment is permanently attached and becomes a fixture, title shall vest in the Contractor.

Section 4.04. Final Payment. Upon final acceptance by NYSERDA of all deliverables contained in Exhibit A, Statement of Work, pursuant to Section 6.02 hereof, and any required measurement and verification, 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. 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 previously made to the Contractor with respect thereto and subject to the maximum commitment set forth in Item 8 of page one of the Agreement.

Section 4.05. 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 4.06. 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 the performance of the Agreement, including without limitation, all bills, invoices, payrolls, 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 such performance.

Section 4.07. Maximum Commitment. The maximum aggregate amount payable by NYSERDA to the Contractor hereunder is the amount shown in Item 8 of page one of the 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 4.08. Audit Adjustment. NYSERDA, the State and involved Federal agencies shall have the right from time to time and at all reasonable times during the term of the Agreement and such period thereafter to inspect and audit any and all books, accounts and records at the office or offices of the Contractor where they are then being kept, maintained and preserved pursuant to Section 4.06 hereof. Any payment made under the Agreement shall be subject to retroactive reduction for amounts included therein which are found by NYSERDA, the State or a Federal agency on the basis of any audit of the Contractor by an agency of the United States, State of New York or NYSERDA 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. Contractor shall comply with its normal competitive procurement process to select all sub-contracts and equipment purchases. 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 B to the extent required by law, and all other provisions now or hereafter required by law to be contained therein.

Section 5.03. Performance. The Contractor shall promptly and diligently comply with its obligations under each Subcontract and shall take no action which would impair its rights thereunder. The Contractor shall not assign, cancel or terminate any Subcontract without prior written notification to the Contract Administrator as long as this Agreement remains in effect.

Article VI

Schedule

Section 6.01. Schedule. The Work shall be performed as expeditiously as possible in conformity with the schedule requirements contained herein and in Exhibit A, Statement of Work.

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 and this Agreement.

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 there from, 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

Technical Data

Section 8.01. Rights in Technical Data.

(a) Technical Data: Rights in Technical Data shall be allocated as follows:

(1) NYSERDA shall have:

(i) Unlimited Rights in Contract Data except as otherwise provided below with respect to Proprietary Data; and

(ii) no rights under this Agreement in any Technical Data which are not Contract Data.

(2) The Contractor shall have:

(i) the right to withhold Proprietary Data in accordance with the provisions of this clause; and

(ii) the right to use for its private purposes, subject to patent, or other provisions of this Agreement, Contract Data it first produces in the performance of this Agreement provided the data requirements of this Agreement have been met as of the date of the private use of such data.

The Contractor agrees that to the extent it receives or is given access to Proprietary Data or other technical, business or financial data in the form of recorded 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 Contract Administrator.

Article IX

Warranties and Guarantees

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

(a) it is financially and technically qualified to perform the Work;

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

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

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

(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) 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; and

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

Article X

Indemnification

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

Article XI

Insurance

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

(a) name or be endorsed to cover NYSERDA, the State of New York and the Contractor as additional insureds;

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

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

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

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

(b) Commercial automobile liability insurance in respect of motor vehicles owned, licensed or hired by the Contractor and the Subcontractors for bodily injury liability, including

death and property damage, incurred in connection with the performance of this Agreement, with minimum limits of $500,000 in respect of claims arising out of personal injury, or sickness or death of any one person, $1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and $500,000 in respect of claims arising out of property damage in any one accident or disaster.

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

Article XII

Stop Work Order; Termination

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 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 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 30 days prior written notice to the Contractor. In such event, compensation 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).

(b) NYSERDA reserves the right to terminate this Agreement in the event it is found that the certification filed by the Contractor in accordance with State Finance Law Sections 139-j and 139-k was intentionally false or intentionally incomplete. Upon such finding, NYSERDA may exercise its termination right by providing written notification to the Contractor as set forth in Article XV of this Agreement.

(c) NYSERDA reserves the right to terminate this Agreement in the event it is found that the certification filed by the Contractor in accordance with New York State Tax Law Section 5-a was intentionally false when made. Upon such finding, NYSERDA may exercise its termination

right by providing written notification to the Contractor as set forth in Article XV of this Agreement.

Article XIII

Independent Contractor

Section 13.01. Independent Contractor. 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 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, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

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 or the Recovery Act or a Federal rule or regulation or directive, interpretation or guidance 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 through Addenda or other written communication from the Authority so as to comply strictly with the laws of the State of New York or the United States and to comply with such directive, interpretation or guidance 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

Publicity, Notices, Entire Agreement, Amendment

Section 15.01. 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) The Contractor shall not use NYSERDA's corporate name, logo, identity, any affiliation, or the service mark **New York Energy $mart** [sm], and any related logo, without NYSERDA's prior written consent.

Section 15.02. Notices. All notices, requests, consents, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be deemed to have been sufficiently given for all purposes hereunder when delivered or mailed by registered or certified mail, postage prepaid, return receipt requested, (i) if to NYSERDA, at 17 Columbia Circle, Albany, New York 12203-6399 or at such other address as NYSERDA shall have furnished to the Contractor in writing, and (ii) if to the Contractor, at _____or such other address as the Contractor shall have furnished to NYSERDA in writing.

Section 15.03. 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 to comply with future Federal or State requirements relating to the Recovery Act, which shall be effective in accordance with its terms or as directly by the Authority, this Agreement may not be further changed, waived, discharged or terminated except by an instrument in writing, signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

EXHIBIT C

REVISED 9/06

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 attached agreement, contract, license, lease, amendment, modification or other agreement of any kind (hereinafter, "the Agreement" or "this Agreement") agree to be bound by the following clauses which are hereby made a part of the Agreement (the word "Contractor" herein refers to any party other than NYSERDA, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. NON-DISCRIMINATION REQUIREMENTS. In accordance with 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, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an Agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service Agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.

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

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

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

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

6. CONFLICTING TERMS. In the event of a conflict between the Special Terms and Provision Applicable to Receipt of Recovery Act Funds, any Addenda, and the terms of any Exhibits and attachments thereto, the terms of the Special Terms and Provision Applicable to Receipt of Recovery Act Funds, the Addenda and this Exhibit C shall control.

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

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

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

e. 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.

EXHIBIT D

PART 504

PROMPT PAYMENT POLICY STATEMENT

Section 504.1 Purpose and applicability. (a) The purpose of this Part is to implement section 2880 of the Public Authorities Law by detailing the authority's policy for making payment promptly on amounts properly due and owing by the authority under contracts. This Part constitutes the authority's prompt payment policy statement as required by that section.

(b) This Part generally applies to payments due and owing by the authority to a person or business in the private sector under a contract it has entered into with the authority on or after May 1, 1988. This Part does not apply to payments due and owing:

(1) under the Eminent Domain Procedure Law;

(2) as interest allowed on judgments rendered by a court pursuant to any provision of law except Section 2880 of the Public Authorities Law;

(3) to the Federal government; to any state agency or its instrumentalities; to any duly constituted unit of local government, including but not limited to counties, cities, towns, villages, school districts, special districts or any of their related instrumentalities; to any other public authority or public benefit corporation; or to its employees when acting in, or incidental to, their public employment capacity;

(4) if the Authority is exercising a legally authorized set-off against all or part of the payment; or

(5) if other State or Federal law or rule or regulation specifically requires otherwise.

Section 504.2 Definitions. As used in this Part, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

(a) "Authority" means the New York State Energy Research and Development Authority.

(b) "Contract" means an enforceable agreement entered into between the Authority and a contractor.

(c) "Contractor" means any person, partnership, private corporation, or association:

(1) selling materials, equipment or supplies or leasing property or equipment to the Authority pursuant to a contract;

(2) constructing, reconstructing, rehabilitating or repairing buildings, highways or

other improvements for, or on behalf of, the Authority pursuant to a contract; or

(3) rendering or providing services to the Authority pursuant to a contract.

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

(e) "Designated payment office" means the Office of the Authority's Controller, located at 17 Columbia Circle, Albany, New York 12203.

(f) "Payment" means provision by the Authority of funds in an amount sufficient to satisfy a debt properly due and owing to a contractor and payable under all applicable provisions of a contract to which this Part applies and of law, including but not limited to provisions for retained amounts or provisions which may limit the Authority's power to pay, such as claims, liens, attachments or judgments against the contractor which have not been properly discharged, waived or released.

(g) "Prompt payment" means a payment within the time periods applicable pursuant to Sections 504.3 through 504.5 of this Part in order for the Authority not to be liable for interest pursuant to Section 504.6.

(h) "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 Part, in order for the Authority not to be liable for interest pursuant to Section 5.06.

(i) "Proper invoice" means a written request for a contract 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 the Authority may reasonably require, including but not limited to any requirements set forth in the contract; and addressed to the Authority's Controller, marked "Attention: Accounts Payable," at the designated payment office.

(j)(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, the Authority has actually received all the purchased goods, property or services covered by a proper invoice previously received in the designated payment office.

(ii) if a contract 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 contract 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 the Authority for the portion working, completed or delivered, the Authority 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.

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

Section 504.3 Prompt payment schedule. Except as otherwise provided by law or regulation or in Sections 504.4 and 504.5 of this Part, the date of payment by the Authority of an amount properly due and owing under a contract shall be no later than 30 calendar days, excluding legal holidays, after such receipt.

Section 504.4 Payment procedures.

(a) Unless otherwise specified by a contract provision, 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 the Authority.

(b) The Authority shall notify the contractor within 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; and

(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 the Authority fails to notify a contractor of a defect or impropriety within the fifteen 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 the Authority 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, the Authority shall make payment, consistent with any such correction or resolution and the provisions of this Part.

Section 504.5 Exceptions and extension of payment due date. The Authority has determined that, notwithstanding the provisions of Sections 504.3 and 504.4 of this Part, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the payment due date:

(a) If the case of a payment which a contract provides 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 the contract or other State or Federal mandate has not been submitted to the Authority 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 the Authority and the date when the Authority 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 the contract or by other State or Federal mandate, whether to be performed by or on behalf of the Authority or another entity, or is specifically permitted by the contract or by other State or Federal provision and the Authority 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, the Authority 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 the Authority 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 the Authority, 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 the Authority.

Section 504.6 Interest eligibility and computation. If the Authority fails to make prompt payment, the Authority shall pay interest to a contractor on the payment when such interest computed as provided herein is equal to or more than ten dollars. 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.

Section 504.7 Sources of funds to pay interest. Any interest payable by the Authority pursuant to this Part shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related contract payment.

Section 504.8 Incorporation of prompt payment policy statement into contracts. The provisions of this Part in effect at the time of the creation of a contract shall be incorporated into and made a part of such contract and shall apply to all payments as they become due and owing pursuant to the terms and conditions of such contract, notwithstanding that the Authority may subsequently amend this Part by further rulemaking.

Section 504.9 Notice of objection. Unless a different procedure is specifically prescribed in a contract, a contractor may object to any action taken by the Authority pursuant to this Part which prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to the Authority. 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 address set forth in Section 504.2(e). The Vice President of the Authority, or his or her designee, shall review the objection for purposes of affirming or modifying the Authority's action. Within 15 working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the contractor either that the Authority'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 30 working days.

Section 504.10 Judicial Review. Any determination made by the Authority pursuant to this Part which 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 Part or any other review procedure that may be specified in the contract or by other law, rule, or regulation.

Section 504.11 Court action or other legal processes.

(a) Notwithstanding any other law to the contrary, the liability of the Authority to make an interest payment to a contractor pursuant to this Part 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 the Authority 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.

Section 504.12 Amendments. These regulations may be amended by resolution of the Authority, provided that the Chair, upon written notice to the other Members of the Authority, may from time to time promulgate nonmaterial amendments of these regulations.

Appendix E

Project Description

Implementation Funding for Small Municipalities
American Recovery and Reinvestment Act (ARRA)

The project description must have the following sections and be in the following format: Microsoft Word, 12 point font, and be less than ten (10) pages in length.

Proposer Description - Provide information about the Proposer and current facilities, property, vehicle fleets, transportation system, material conservation system, or energy management personnel as applicable to the proposed project.

Project Description - Include a description of the facility and property owner, project intent, approach, and tasks to be performed under the scope of work.

Project Measures – Describe the measures proposed (e.g. lighting upgrade, idling reduction technology, new recycling capability, ground source heat pump, traffic signal synchronization, solar electric panels, energy manager hiring). Note: Proposals must be separated by category. Include relevant energy savings, cost savings, and environmental impact statistics. For Energy Management Personnel Projects, describe the duties and expected work products of the consultant or new staff. All technical analyses must conform to generally accepted engineering practices. All calculations, assumptions and supporting data must be included as attachments.

Project Locations – For projects involving multiple locations, list all locations and indicate what measures will be implemented at each location. Include location name, street address, city, state, zip code + 4. For vehicles provide the garage location. For Efficient Transportation System, Material Conservation, and Energy Management Personnel Projects, describe the geographic reach of the project. Include maps or diagrams as necessary.

Project Costs – Detail the cost of each measure. Project costs must comply with Buy American and Davis-Bacon prevailing wages requirements. For Energy Management Personnel Projects, include both wages and fringe benefits when calculating project costs.

Description of Computer Modeling - For Projects where computer modeling is used, include: 1) a brief presentation of the manipulations which the computer program performed; 2) the input data for the building and for each measure, presented in a manner which allows easy identification of input parameters; 3) clear and precise presentation of the results in both tabular and narrative forms; and 4) verification that interaction effects were taken into account.

Appendix F
Project Summary
Implementation Funding for Small Municipalities
American Recovery and Reinvestment Act (ARRA)

Proposers must complete only the section that applies to their Project type.

FOR ENERGY EFFICIENCY IMPROVEMENT PROJECTS, AND RENEWABLE ENERGY IMPROVEMENT PROJECTS	
Total number of buildings to be impacted:	
Total square footage of buildings to be impacted:	
Total number of street lights to be impacted:	
Total number of traffic signals to be impacted:	
Electric distribution provider: (List company name)	
Gas, oil or other fossil fuel distributor: (List fuel type and company name)	
Total annual energy cost of spaces to be affected:	Annual $:
For buildings, annual cost ($ per square foot):	Annual $/sqft:
Electricity	Cost ($): Use (kWh): Peak Demand (kW):
Natural gas	Cost ($): Use (Therms):
Oil	Cost ($) Use (Gallons):
Propane	Cost ($): Use (Gallons)
Other	Cost ($) Use (_____):

FOR IDLING REDUCTION MEASURES (Efficient Transportation System Projects):	
Type of technology	
Type of vehicle	
Number of vehicles to be affected	
Current idling hours per year	
Anticipated idling hours reduced per year	
Primary use of current vehicle fleet	
Average annual mileage per vehicle	
Current annual gasoline gallons	
Current annual gasoline cost	
Current annual diesel gallons	
Current annual diesel cost	

FOR TRAFFIC SIGNAL SYNCHRONIZATION AND OTHER INTELLIGENT TRANSPORTATION SYSTEM MEASURES (Efficient Transportation System Projects):	
Type of Program	
Lane miles of roadway affected	
# of intersections affected/upgraded	
Vehicle miles traveled per day in affected area	
Current average speed in affected area	
Anticipated average speed in affected area	

FOR MEASURES TO REDUCE VEHICLE MILES TRAVELED, SUCH AS RIDESHARING OR TELECOMMUTING (Efficient Transportation System Projects):	
Type of Program	
Anticipated # of Participants	
Current estimated average round trip miles.	
Current estimated number of annual round trips	
Anticipated estimated average round trip miles.	
Anticipated estimated number of annual round trips.	

FOR MATERIAL CONSERVATION PROJECTS:	
Type of material(s) to be conserved	
Anticipated annual tonnage conserved	
Number of people to be impacted	

FOR ENERGY MANAGEMENT PERSONNEL PROJECTS:	
Number of full time staff to be hired:	
Number of part time staff to be hired:	
Number of consultants to be hired:	
Population size of the proposer's and any partners' jurisdictions as reported in the 2007 Census of Governments (http://harvester.census.gov/gid/gid_07/options.html)	

Appendix G

Energy Efficiency Improvement Project Evaluation Criteria

Implementation Funding for Small Municipalities
American Recovery and Reinvestment Act (ARRA)

Fill in the following information for the proposed Energy Efficiency Improvement Project.

Information Required	
Total Project Cost[1]:	
Funds requested as part of this Proposal:	
Cost sharing (see Appendix L):	$: % of Total Project Cost:
Projected annual energy saved in millions of BTUs. See Appendix Q for conversion factors.[1]	
Are all buildings in the Project benchmarked using EPA ENERGY STAR® Portfolio Manager? (For unsupported building types, input the data into the Portfolio Manger as best as possible) If yes, attach print outs.	□ Yes □ No
Will the Project meet ASHRAE 90.1 -2007 or (IECC) 2009, as applicable? If yes, attach documentation.	□ Yes □ No □ Not Applicable
Is the Project located in a Clean Air Act non-attainment county (PM or 8-hour ozone)?[2]	□ Yes □ No
Is the Project located in a potential environmental justice area?[3]	□ Yes □ No
Is the Project located in an economic distress zone?[4]	□ Yes □ No
Is the proposer a member of the Climate Registry? (If yes, include your confirmation letter with your proposal).[5]	□ Yes □ No
Is the proposer a Climate Smart Communities Partner (If yes, include your confirmation letter with your proposal)?[6]	□ Yes □ No
Are any funds to be used in connection with any casino or gambling establishment, aquarium, zoo, golf course, or swimming pool?	□ Yes (project is not eligible for funding) □ No

Energy Efficiency Improvement Projects will be evaluated by a Technical Evaluation Panel (TEP), by region, based on the following criteria.

Criteria	**Values for the Proposed Project**
40 points - Cost effectiveness of Project[1].	Project cost $ / 10 source mmBTU
12 points - Cost sharing (amount not to be funded through this RFP or through other Federal sources)	% of Project cost
4 points - Are all buildings in the Project benchmarked using EPA ENERGY STAR® Portfolio Manager?	
4 points - Will the Project meet or exceed ASHRAE 90.1 -2007 or (IECC) 2009, as applicable.	
4 points - Is the Project located in a Clean Air Act non-attainment county (PM or 8-hour ozone)?[2]	
4 points - Is the Project located in a potential environmental justice area?[3]	
4 points - Is the Project located in an economic distress zone?[4]	
4 points - Is the Proposer participating in the Climate Registry?[5]	
4 points - Is the proposer a Climate Smart Communities Partner?[6]	
20 points - Technical Evaluation Panel Assessment of Project. Criteria evaluated will include: completeness and reasonableness of costs, and energy and environmental savings projections; whether proposed costs are the result of estimates, valid bids or contracts (note that material costs incurred and construction work conducted prior to the date of the Agreement, Appendix D, is not eligible for funding under this RFP); the readiness of the Project to move forward; technical viability; persistence of savings; past experience with NYSERDA; proof of a Proposer's commitment to energy efficiency and sustainability; and other similar Project qualities that the Technical Evaluation Panel may consider.	

[1] Note that total Project cost is required to be less than or equal to $2,000 total Project cost per 10 million BTUs source energy reduced by the Project.

[2] www.epa.gov/air/oaqps/greenbk/ancl.html#NEW%20YORK

[3] www.dec.ny.gov/public/899.html

[4] www.nysdot.gov/recovery/goals/distressed

[5] www.theclimateregistry.org

[6] www.dec.ny.gov/energy/50845.html

Appendix H

Renewable Energy Improvement Project Evaluation Criteria

Implementation Funding for Small Municipalities
American Recovery and Reinvestment Act (ARRA)

Fill in the following information for the proposed Renewable Energy Improvement Project.

Information Required	
Total Project Cost[1]:	
Funds requested as part of this Proposal:	
Cost sharing (see Appendix L):	$: % of Total Project Cost:
Projected annual energy generation in millions of BTUs. See Appendix Q for conversion factors.[1]	
Are all buildings in the Project benchmarked using EPA ENERGY STAR® Portfolio Manager? If yes, attach print outs.	☐ Yes ☐ No
Will the Project meet ASHRAE 90.1 -2007 or (IECC) 2009, as applicable? If yes, attach engineer certification[1]	☐ Yes ☐ No ☐ Not Applicable
Is the Project located in a Clean Air Act non-attainment county (PM or 8-hour ozone)?[2]	☐ Yes ☐ No
Is the Project located in a potential environmental justice area?[3]	☐ Yes ☐ No
Is the Project located in an economic distress zone?[4]	☐ Yes ☐ No
Is the proposer a member of the Climate Registry? (If yes, include your confirmation letter with your proposal.[5]	☐ Yes ☐ No
Is the proposer a Climate Smart Communities Partner (If yes, include your confirmation letter with your proposal)?[6]	☐ Yes ☐ No
Are any funds to be used in connection with any casino or gambling establishment, aquarium, zoo, golf course, or swimming pool?	☐ Yes (project is not eligible for funding) ☐ No

Renewable Energy Improvement Projects will be evaluated by a Technical Evaluation Panel (TEP), by region, based on the following criteria.

Criteria	**Values for the Proposed Project**
40 points - Cost effectiveness of Project[1].	project cost ($)/ source mmBTU
12 points - Cost sharing (amount not to be funded through this RFP or through other Federal sources)	% of project cost
4 points - Are all buildings that will be powered by the Renewable Energy Project benchmarked using EPA ENERGY STAR® Portfolio Manager?	
4 points - Will the Project meet or exceed ASHRAE 90.1 -2007 or (IECC) 2009, as applicable.	
4 points - Is the Project located in a Clean Air Act non-attainment county (PM or 8-hour ozone)?[2]	
4 points - Is the Project located in a potential Environmental Justice Area?[3]	
4 points - Is the Project located in an economic distress zone?[4]	
4 points - Is the Proposer participating in the Climate Registry?[5]	
4 points - Is the Proposer a Climate Smart Communities Partner?[6]	
20 points - Technical Evaluation Panel Assessment of Project. Criteria evaluated will include: completeness and reasonableness of costs, and energy and environmental savings projections; whether proposed costs are the result of estimates, valid bids or contracts (note that material costs incurred and construction work conducted prior to the date of the Agreement, Appendix D, is not eligible for funding under this RFP); the readiness of the Project to move forward; technical viability; persistence of savings; past experience with NYSERDA; proof of a Proposer's commitment to energy efficiency and sustainability; and other similar project qualities that the Technical Evaluation Panel may consider.	

[1]Note that the total Project cost is required to be less than or equal to $8,000 of total Project cost per 10 million BTUs of energy generated by the Project.

[2] http://www.epa.gov/air/oaqps/greenbk/ancl.html#NEW%20YORK

[3] www.dec.ny.gov/public/899.html

[4] www.nysdot.gov/recovery/goals/distressed

[5] www.theclimateregistry.org

[6] www.dec.ny.gov/energy/50845.html

Appendix I

Efficient Transportation System Implementation Project Evaluation Criteria

Implementation Funding for Small Municipalities
American Recovery and Reinvestment Act (ARRA)

Fill in the following information for the proposed Efficient Transportation System Implementation Project.

Information Required	
Total Project Cost[1]:	
Funds requested as part of this Proposal:	
Cost sharing (see Appendix L):	$: % of Total Project Cost:
Projected annual energy saved in millions of BTUs. See Appendix Q for conversion factors.[1]	
Is the Project located in a Clean Air Act non-attainment county (PM or 8-hour ozone)?[2]	□ Yes □ No
Are there any potential environmental justice areas within the municipality's boundaries?[3]	□ Yes □ No
Is the Project located in an economic distress zone?[4]	□ Yes □ No
Is the proposer a member of the Climate Registry? (If yes, include your confirmation letter with your proposal.[5]	□ Yes □ No
Is the proposer a Climate Smart Communities Partner (If yes, include your confirmation letter with your proposal)?[6]	□ Yes □ No
Are any funds to be used in connection with any casino or gambling establishment, aquarium, zoo, golf course, or swimming pool?	□ Yes (project is not eligible for funding) □ No

Efficient Transportation System Implementation Projects in each region will be evaluated by a Technical Evaluation Panel (TEP) based on the following criteria.

Criteria	Values for the Proposed Project
40 points - Cost effectiveness of Project[1].	Project cost $ / 10 source mmBTU
15 points - Cost sharing (amount not to be funded through this RFP or through other Federal sources)	% of Project cost
5 points - Is the Project located in a Clean Air Act non-attainment county (PM or 8-hour ozone)?[2]	
5 points - Are there any potential environmental justice areas within the municipality's boundaries?[3]	
5 points - Is the Project located in an economic distress zone?[4]	
5 points - Is the Proposer participating in the Climate Registry?[5]	
5 points - Is the proposer a Climate Smart Communities Partner?[6]	
20 points - Technical Evaluation Panel Assessment of Project. Criteria evaluated will include: completeness and reasonableness of costs, and energy and environmental savings projections; whether proposed costs are the result of estimates, valid bids or contracts; the readiness of the Project to move forward; technical viability; persistence of savings; past experience with NYSERDA; proof of a Proposer's commitment to energy efficiency and sustainability; and other similar Project qualities that the Technical Evaluation Panel may consider.	

[1] Note that Project cost is required to be less than or equal to $7,500 total Project cost per 10 million BTUs source energy reduced by the Project.

[2] http://www.epa.gov/air/oaqps/greenbk/ancl.html#NEW%20YORK

[3] www.dec.ny.gov/public/899.html

[4] www.nysdot.gov/recovery/goals/distressed

[5] www.theclimateregistry.org

[6] www.dec.ny.gov/energy/50845.html

Appendix J

Material Conservation Project Evaluation Criteria

Implementation Funding for Small Municipalities
American Recovery and Reinvestment Act (ARRA)

Fill in the following information for the proposed Material Conservation Project.

Information Required	
Total Project cost:	
Funds requested as part of this Proposal[1]:	
Cost sharing (see Appendix L):	$: % of Total Project Cost:
Projected annual metric tons of landfill waste reduced or diverted[1]:	
Is the Project located in a Clean Air Act non-attainment county (PM or 8-hour ozone)?[2]	☐ Yes ☐ No
Are there any potential environmental justice areas within the municipality's boundaries?[3]	☐ Yes ☐ No
Is the Project located in an economic distress zone?[4]	☐ Yes ☐ No
Is the proposer participating in the Climate Registry? (If yes, include your confirmation letter with your proposal).[5]	☐ Yes ☐ No
Is the proposer a Climate Smart Communities Partner (If yes, include your confirmation letter with your proposal)?[6]	☐ Yes ☐ No
Is the proposer a WasteWise Partner? (If yes, include confirmation of enrollment with your proposal).[7]	☐ Yes ☐ No
Are any funds to be used in connection with any casino or gambling establishment, aquarium, zoo, golf course, or swimming pool.	☐ Yes (project is not eligible for funding) ☐ No

Material Conservation Projects will be evaluated by a Technical Evaluation Panel (TEP), by region, based on the following criteria.

Criteria	Values for the Proposed Project
50 points – Requested Funding[1]	Requested funding $ / Total annual metric tons landfill waste reduced or diverted
5 points - Is the Project located in a Clean Air Act non-attainment county (PM or 8-hour ozone)?[2]	
5 points - Are there any potential environmental justice areas within the municipality's boundaries?[3]	
5 points - Is the Project located in an economic distress zone?[4]	
5 points - Is the Proposer participating in the Climate Registry?[5]	
5 points - Is the proposer a Climate Smart Communities Partner?[6]	
5 points - Is the proposer a WasteWise Partner?[7]	
20 points - Technical Evaluation Panel Assessment of Project. Criteria evaluated will include: completeness and reasonableness of costs, and energy and environmental savings projections; whether proposed costs are the result of estimates, valid bids or contracts (note that material costs incurred and construction work conducted prior to the date of the Agreement, Appendix D, is not eligible for funding under this RFP); the readiness of the Project to move forward; technical viability; persistence of savings; past experience with NYSERDA; proof of a Proposer's commitment to energy efficiency and sustainability; and other similar Project qualities that the Technical Evaluation Panel may consider.	

[1]Note that Requested Funding is required to be less than or equal to $100 per annual metric ton of landfill waste reduced or diverted by the Project.

[2] www.epa.gov/air/oaqps/greenbk/ancl.html#NEW%20YORK

[3] www.dec.ny.gov/public/899.html

[4] www.nysdot.gov/recovery/goals/distressed

[5] www.theclimateregistry.org

[6] www.dec.ny.gov/energy/50845.html

[7] www.epa.gov/waste/partnerships/wastewise/index.htm

Appendix K

Energy Management Personnel Evaluation Criteria

Implementation Funding for Small Municipalities
American Recovery and Reinvestment Act (ARRA)

Fill in the following information for the proposed Energy Management Personnel Project.

Information Required	
Funds requested as part of this Proposal[1]:	
Population size of the proposer's jurisdiction plus the population size of any partners' jurisdictions as reported in the 2007 Census[1]:	
Is the Project located in a Clean Air Act non-attainment county (PM or 8-hour ozone)?[2]	☐ Yes ☐ No
Are there any potential environmental justice areas within the municipality's boundaries?[3]	☐ Yes ☐ No
Is the Project located in an economic distress zone?[4]	☐ Yes ☐ No
Is the proposer participating in the Climate Registry? (If yes, include your confirmation letter with your proposal).[5]	☐ Yes ☐ No
Is the proposer a Climate Smart Communities Partner (If yes, include your confirmation letter with your proposal)?[6]	☐ Yes ☐ No
Are any funds to be used in connection with any casino or gambling establishment, aquarium, zoo, golf course, or swimming pool.	☐ Yes (project is not eligible for funding) ☐ No

Energy Management Personnel Projects will be evaluated by a Technical Evaluation Panel (TEP), by region, based on the following criteria.

Criteria	**Values for the Proposed Project**
55 points - Requested Funding[1]	Requested cost / population
5 points - Is the Project located in a Clean Air Act non-attainment county (PM or 8-hour ozone)?[2]	
5 points - Are there any potential environmental justice areas within the municipality's boundaries?[3]	
5 points - Is the Project located in an economic distress zone?4	
5 points - Is the Proposer participating in the Climate Registry?5	
5 points - Is the proposer a Climate Smart Communities Partner?6	
20 points - Technical Evaluation Panel Assessment of Project. Criteria evaluated will include: completeness and reasonableness of costs, and energy and environmental savings projections; whether proposed costs are the result of estimates, valid bids or contracts; the readiness of the Project to move forward; technical viability; persistence of savings; past experience with NYSERDA; proof of a Proposers commitment to energy efficiency and sustainability; and other similar Project qualities that the Technical Evaluation Panel may consider.	

1Note that the amount that a proposer can apply for is limited by the population size of the proposer's jurisdiction. To be eligible, a project may request no more than $10 times the population size of the proposer's and any partners' jurisdictions as reported in the 2007 Census. http://harvester.census.gov/gid/gid_07/options.html

[2] www.epa.gov/air/oaqps/greenbk/ancl.html#NEW%20YORK

[3] www.dec.ny.gov/public/899.html

[4] www.nysdot.gov/recovery/goals/distressed

[5] www.theclimateregistry.org

[6] www.dec.ny.gov/energy/50845.html

Appendix L

Funding Sources

Implementation Funding for Small Municipalities
American Recovery and Reinvestment Act (ARRA)

List all funding sources being used for the Project. Cost sharing can be from the Proposer, other non Federal government or private sources. NYSERDA will not pay for efforts which have already been undertaken. The Proposer cannot claim as cost-share any expenses that have already been incurred or any in-kind contributions. Other Federal funds are not eligible as cost sharing, but must be listed. Show the cost-sharing plan in the following format (expand table as needed):

Total Project Cost	$
Funding requested through this RFP	$
Funding from other Federal Sources including other ARRA funds. Description: _____ _____ _____	$
Cost Sharing* (list sources below):	$
Cost Sharing source 1:_____, amount: $_____	
Cost Sharing source 2:_____, amount: $_____	
Cost Sharing source 3:_____, amount: $_____	

* Cost Sharing = Total Project Cost – Funding requested through this RFP – Funding from other Federal Sources including other ARRA funds

Appendix M

Progress Payments Request
Implementation Funding for Small Municipalities
American Recovery and Reinvestment Act (ARRA)

For Energy Efficiency Improvement, Efficient Transportation System Implementation, Material Conservation, and Renewable Energy Improvement Projects (do not submit this appendix for Energy Management Personnel Projects):
Proposers may request up to four (4) progress payments. Each progress payment must be tied to a specific deliverable, which must be met before payment will be issued. A minimum of at least 25% of the total funding amount being requested from NYSERDA will not be paid until the project is completed. At NYSERDA's discretion, 5% of the total may be withheld until completion of a 12 month Measurement and Verification Plan. To request progress payments, Proposers must submit this Progress Payments Request to NYSERDA in accordance with Section 4.02 of the Agreement, along with all other Proposal documents. The Progress Payments Request should state the number of progress payments requested, the amount of each progress payment, and what deliverable the Proposer will submit to NYSERDA to justify each payment. After discussing the Progress Payments Request with the Proposer, NYSERDA will notify the Proposer of the approved Schedule of Payments. The Schedule of Payments will be included as part of the Budget, will specify the amount of each progress payment and will incorporate the milestones and deliverables required before each installment payment will be made.

#	Milestone	% Requested	Deliverables
1		___%	
2		___%	
3	Project is Complete	___% (must be at least 25% of total funding requested)	Pre-Implementation Energy Use Data* (see Appendix O). Copy of Service Provider's invoices. Invoice from Applicant to NYSERDA
4	12 Months of Measurement and Verification Complete	5%	Post Implementation Energy Use Data* (see Appendix P). Invoice from Applicant to NYSERDA.

If the Proposer does not submit a Progress Payments Request, NYSERDA will structure a milestone payment schedule to pay at least 95% of the total contract amount upon project completion and receipt of the required deliverables. The remaining 5% may be held until completion of the 12 month Measurement and Verification Plan, as applicable.

*Energy Efficiency Improvement and Renewable Energy Improvement Projects only.

Appendix N

Partnership Agreement Form

Implementation Funding for Small Municipalities
American Recovery and Reinvestment Act (ARRA)

Eligible municipalities may partner together to propose a project. To do so, each municipality other than the municipality that is serving as the Lead Proposer must fill out the following form, which must be attached to the proposal submitted by the Lead Proposer.

PARTNERING MUNICIPALITY INFORMATION		
Municipality Name:		
Federal ID Number:		
D-U-N-S Number:		
Partnering Municipality has registered with the Central Contractor Registration (CCR):		☐ Yes ☐ No
Partner Contact and Title:		
Address:		
City, State and Zip Code:		
Phone and Fax:		
E-Mail Address:		

A Proposer may not receive more than $500,000 under this RFP. Each municipality in the partnership is limited to receiving $500,000. The municipalities in the partnership may decide how the requested funds are divided among them for the purposes of calculating each municipality's remaining funding limit. Use the space below to indicate how much of the requested amount NYSERDA should count against the limit for your municipality. If partnering municipalities do not indicate an amount, then the full amount will count against the cap for the municipality serving as the Lead Proposer.

Total funds requested in the proposal: $
Amount NYSERDA should count against the $500,000 limit for this municipality: $

PARTNERING MUNICIPALITY CERTIFICATION
I certify that as a Partnering Municipality to RFP 10 and the person signing the Partnership Agreement Form (Appendix N), the identified organization is interested in and authorized to implement the energy conservation projects included in this Proposal. The Proposer is requesting funding for eligible costs to implement the energy conservation project proposed herein under the American Recovery and Reinvestment Act (ARRA). I certify that the information provided as part of this Proposal is true and accurate to the best of my knowledge and that none of the work identified for funding herein has been or will be undertaken before a NYSERDA contract is issued and that no funds from other NYSERDA or utility-funded programs will be used to pay for a portion of the proposed project. I understand that Proposals must meet the eligibility criteria described in this solicitation, and that all Proposals may not be funded. I understand that the project is to be funded under ARRA and that additional reporting and other requirements may apply, including, but not limited to: additional reporting requirements, Buy American, and Federal Davis-Bacon prevailing wage requirements; and other requirements as may be imposed by Federal or State oversight entities. I agree to provide to NYSERDA any and all required materials, documentation, access to facilities and fleets, and other required information, on the schedule required by NYSERDA to meet all requirements. I understand that this project may be audited for compliance with the requirements of this RFP. I understand that failure to comply with ARRA requirements and to complete the Project by March 30, 2012 may result in loss of funding.

PARTNERING MUNICIPALITY SIGNATURE:_____

NAME AND TITLE:_____

ORGANIZATION AND PHONE:_____

Appendix O

Pre Implementation Energy Use Data

Implementation Funding for Small Municipalities
American Recovery and Reinvestment Act (ARRA)

When the Proposer has completed the Project, the following information must be submitted to NYSERDA. Note that other information will be required as described in the Measurement and Verification (M&V) Plan.

For Energy Efficiency Improvement Projects

- Monthly energy use and cost information for all fuels for at least the 12 months prior to the completion of the Project for each facility or non-facility integrated assets that are affected. Also include monthly kW for the 12 months as applicable.

For Renewable Energy Improvement Projects

- Monthly energy use and cost information for all fuels for at least the 12 months prior to the completion of the Project for each facility or for the non-facility integrated assets that are affected. Also, include monthly kW for the 12 months as applicable.

Appendix P

Post Implementation Energy Use Data

Implementation Funding for Small Municipalities
American Recovery and Reinvestment Act (ARRA)

No later than 15 months after the Proposer has completed the project, the following information must be submitted to NYSERDA. Note that other information will be required as described in the Measurement and Verification (M&V) Plan.

For Energy Efficiency Improvement Projects

- Monthly energy use and cost information for all fuels for at least the 12 months following project implementation of each facility or non-facility integrated asset that are affected. Also include monthly kW for the 12 months following implementation.

For Renewable Energy Improvement Projects

- Monthly energy use and cost information for all fuels for at least the 12 months following project implementation of each facility or non-facility integrated asset that are affected. Also include monthly kW for the 12 months following implementation.

Appendix Q

Conversion Factors

Implementation Funding for Small Municipalities
American Recovery and Reinvestment Act (ARRA)

The following factors are included for reference.

CO2 Equivalents		
Fuel Type	**Unit**	**Lbs. CO_2e per Unit**
Electricity	kWh	0.83200
Natural Gas	kBtu	0.11638
All Types of Fuel Oil	kBtu	0.15966
Propane	kBtu	0.13830
Diesel	Gallon	22.38400
Gasoline	Gallon	19.56400

Source Energy Conversion Factors			
Fuel Type	**Unit**	**Btus/Unit**	**10mmBtus/Unit**
Electricity	kWh	9,668	0.0009668
Natural Gas	Therm	100,000	0.01
#2 Fuel Oil	Gallon	140,000	0.014
#6 Fuel Oil	Gallon	152,000	0.0152
Propane	Gallon	91,333	.0091333
Diesel	Gallon	138,327	0.0138327
Gasoline	Gallon	125,070	0.012507

Appendix R
Definition of Large Municipality
Implementation Funding for Small Municipalities
American Recovery and Reinvestment Act (ARRA)

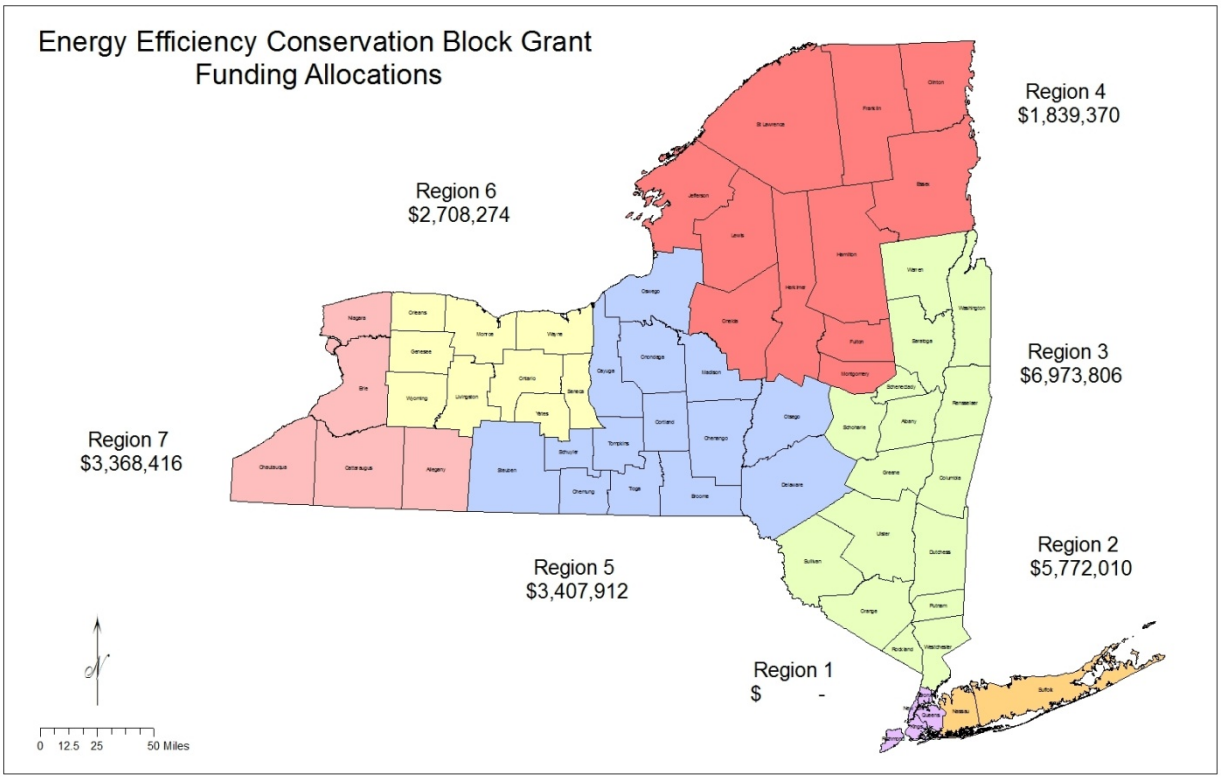
Under the Federal American Recovery and Reinvestment Act, the Department of Energy has made a distinction between large and small municipalities. Large municipalities eligible to receive direct EECBG formula grants from the Department of Energy are listed in the table below. Under the EECBG program, NYSERDA will receive funds from the Department of Energy to distribute among municipalities listed in the 2007 Census but not listed below and not including sewer districts, school districts, fire districts and other sub-components of eligible villages, towns, cities and counties. Municipalities not on this list are considered small municipalities and can apply for funding through this RFP.

Large Municipalities					
Name	Level	County	Name	Level	County
Albany	City	Albany	New York	City	
Amherst, Town of	City	Erie	Niagara Falls	City	Niagara
Babylon, Town of	City	Suffolk	North Hempstead, Town of	City	Nassau
Binghamton	City	Broome	Onondaga	County	
Brookhaven, Town of	City	Suffolk	Orange	County	
Buffalo	City	Erie	Orangetown, Town of	City	Rockland
Cheektowaga, Town of	City	Erie	Oyster Bay, Town of	City	Nassau
Clarkstown, Town of	City	Rockland	Penfield, Town of	City	Monroe
Clay, Town of	City	Onondaga	Perinton, Town of	City	Monroe
Clifton Park, Town of	City	Saratoga	Poughkeepsie, Town of	City	Dutchess
Colonie, Town of	City	Albany	Rochester	City	Monroe
Dutchess	County		Rockland	County	
Erie	County		Schenectady	City	Schenectady
Freeport, Village of	City	Nassau	Smithtown, Town of	City	Suffolk
Greece	City	Monroe	Southampton, Town of	City	Suffolk
Greenburgh, Town of	City	Westchester	Suffolk	County	
Hamburg, Town of	City	Erie	Syracuse	City	Onondaga
Hempstead Town of	City	Nassau	Tonawanda, Town of	City	Erie
Hempstead, Village of	City	Nassau	Troy	City	Rensselaer
Henrietta, Town of	City	Monroe	Ulster	County	
Huntington, Town of	City	Suffolk	Utica	City	Oneida
Irondequoit, Town of	City	Monroe	Webster, Town of	City	Monroe
Islip, Town of	City	Suffolk	West Seneca, Town of	City	Erie
Monroe	County		Westchester	County	
Mount Vernon	City	Westchester	White Plains	City	Westchester
Nassau	County		Yonkers	City	Westchester
New Rochelle	City	Westchester	Yorktown, Town of	City	Westchester

Appendix S

Regions Defined

Implementation Funding for Small Municipalities
American Recovery and Reinvestment Act (ARRA)



Funding Available to Municipal Governments in Each Region

Region	Funding Available
Region 1 (New York City)	0
Region 2 (Long Island(	5,755,274
Region 3 (Hudson Valley/Capital Region)	6,953,586
Region 4 (North Country)	1,834,037
Region 5 (Central New York)	3,398,031
Region 6 (Rochester/Finger Lakes)	2,700,422
Region 7 (Western New York)	3,358,650