Sandia National Laboratories

Operated for the U.S. Department of Energy by
Sandia Corporation

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[VENDOR_NAME.....]
[VENDOR_ADDRESS_LINE1.....]
[VENDOR_ADDRESS_LINE2.....]
[VENDOR_ADDRESS_LINE3.....]
[VENDOR_ADDR_INFO, ...]
[VENDOR_COUNTRY.....]

Please respond to:

CAROLYN DAVID
Sandia National Laboratories
PO Box 5800
MS 0717
Albuquerque, NM 87185-0717
Phone: 5052842631
Fax: 505-844-1387
E-mail: cdavid@sandia.gov

This is a Request for Quotation

Sign and return the cover page to the Sandia Contracting Representative, named above, after compliance with all Quotation requirements. Any resulting contract is subject to the contract terms including Section I appended hereto and the Section II as set forth in SF6432-FP (12-04) found at http://www.sandia.gov/supplier/terms/.

Authorized Offeror Signature Date

Document#: 10474 Rev#: Page: 1

Shipping Destination:
Sandia National Labs
U.S. NNSA
C/O SANDIA NATIONAL LABS
1515 EUBANK SE BLDG 957
ALBUQUERQUE, NM 87123
US
Send Invoice to:
ACCOUNTS PAYABLE MS1385
PO BOX 5130
ALBUQUERQUE, NM 87185
US

[VENDOR_NAME.....]
[VENDOR_ADDRESS_LINE1.....]
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Supplier Code:	Created:	Revised: Buyer:
[VENDOR_NUM] [CUST_NUM..]	26-OCT-07	28-NOV-07 C DAVID
Payment Terms:	Ship Via:	FOB:
NET 30	CONTRACTOR CHOICE & EXPEN	NEW MEXICO
Freight Terms:	Reply Via:	[CONTACT_NAME .....]
PREPAID	ELECTRONIC	[CONTACT_PHONE..
Reply By:	RFQ Close Date:	Quote Effective:
21-JAN-08	24-APR-08	FROM 14-JAN-08 TO 24-APR-08

Itm	Part Number	Revision Num	Quantity	UOM	Unit Price	Line Total
1	SEGIS Program					

SOLICITATION INSTRUCTIONS

INSTRUCTION 1 - REQUEST FOR QUOTE

THIS DOCUMENT IS MERELY A REQUEST FOR QUOTATION AND DOES NOT REPRESENT AN AUTHORIZATION TO COMMENCE PERFORMANCE ON THE STATEMENT OF WORK OF THIS DOCUMENT. SUCH AUTHORIZATION CAN BE GIVEN ONLY UPON ISSUANCE OF A FORMAL CONTRACT. SUCH A DOCUMENT WILL BE LABELED AS A "STANDARD PURCHASE ORDER" ON THE COVER SHEET.

INSTRUCTION 2 - UNABLE TO FURNISH A PROPOSAL

If you are unable to furnish a proposal, please so indicate on the Cover Page of this solicitation and return it no later than January 21, 2008.

INSTRUCTION 3 - GENERAL INSTRUCTIONS

Complete the Cover Page of this solicitation as follows and return:
- Payment Terms are Net 30 if the order/contract is awarded. Quote any available cash discount for prompt payment.
- If applicable, quote Freight on Board (FOB) and Ship Via. Silence on these points will result in terms of FOB destination and Ship Via Contractor's Choice and Expense if order/contract is awarded. If FOB origin, provide the weight, dimensions, any special handling requirements or Department of Transportation (DOT) hazardous classification, and zip code for each package.
- Complete, as applicable, all representation/certification clauses contained in this solicitation, as well as pricing, delivery, or other quotations as requested.
- Authorized Representative: Sign the signature block on the bottom of the Cover Page. Your signature indicates acceptance of all Terms and Conditions (Ts&Cs) specified in this solicitation. Contractor's printed Ts&Cs shall not be considered specific exceptions. Any exceptions must be submitted in writing with supporting rationale.

INSTRUCTION 4 - TAX IDENTIFICATION NUMBER AND REMITTANCE ADDRESS

Contractors must state their Federal Tax Identification Number in the space provided below.

Federal Tax Identification Number: _____

Contractors not furnishing their Federal Tax Identification Number may be judged as nonresponsive by Sandia and may be eliminated from consideration for the award of this contract.

The Contractor must also state their proper company name and address for purposes of payment of invoices if it is different from the address stated in the cover page of this quotation.

[ ] Remittance Address is the same as that stated on the cover page of the Request For Quotation

[ ] The proper company name and address for purposes of payment of invoices is as follows:

INSTRUCTION 5 - MARKING OF CONTRACTOR DATA AND INFORMATION

Offerors wishing to protect specific information and data from unauthorized disclosure should mark such information as "Limited Rights Data," or "Restricted Computer Software," as defined in FAR 52.227-14 -- Rights in Data - General. Sandia has found that it cannot assure protection of contractor data information if it is marked as "Proprietary".

INSTRUCTION 6 - FURNISH NAME OF AUTHORIZED PERSON(S)

Furnish name, title and phone number of the person(s) authorized by the company to offer, negotiate, accept award of, and administer this proposed contract.

INSTRUCTION 7 - ORGANIZATIONAL CONFLICTS OF INTEREST

Please be advised that Offeror may be required to submit an Organizational Conflicts of Interest Disclosure statement, per the requirements of Section II Clause 952.209-8 Organizational Conflicts of Interest Disclosure and DEAR 952.209-72 Organizational Conflicts of Interest Alternate 1. These provisions may be examined at http://farsite.hill.af.mil/reghtml/regs/other/doe/952.htm#P315_46309

The contractor shall be required to clearly identify any technology produced by a National Laboratory during all phases of the program.

Please be advised that due to conflict of interest regulations, Sandia National Laboratories may not be proposed as a member of your team.

INSTRUCTION 8 - DEBARMENT DISCLOSURE

Offerors must disclose whether they or their principals are debarred, suspended, or proposed for debarment by the Federal Government. Offeror's response to this solicitation shall be deemed certification that neither the offeror nor any of the offeror's principals are debarred, suspended, or proposed for debarment by the Federal Government; however, if any of these conditions apply, Offeror must clearly disclose its status, and/or the status of its principals, in writing within Offeror's proposal/response to this solicitation.

INSTRUCTION 9 - CONTRACT AWARD BY BEST-VALUE DETERMINATION

Offeror shall quote its most favorable terms, from both a price/cost and technical standpoint, since any contract or agreement resulting from this solicitation may be awarded on the basis of initial offers. The proposal determined to be the overall best-value to Sandia will be selected. Best overall value will be determined by comparing differences based on Offeror's relative capabilities, project goals, program impacts and price/cost in relation to all other offers received.

INSTRUCTION 10 - PROPOSAL FORMAT

A. BACKGROUND INFORMATION

Offerors are encouraged to read carefully through the Statement of Objectives, contained later in this document, for background and the overall approach to this 3-Stage procurement, prior to initiating the development of a proposal.

Each proposal and any correspondence/communication related thereto will be evaluated by Sandia National Laboratories' (Sandia's) evaluation team, using the technical and cost and price evaluation criteria outlined below. Please be advised that Sandia may disclose elements of the proposal to the employees of other Department of Energy National Laboratories and to the Department of Energy solely for the purposes of evaluation.

o Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate artwork, expensive paper and binding, and expensive visual and other presentation aids are neither necessary nor desired.

o Assurance of experience, capability, and qualification, without a clear demonstration to support the claim, will adversely influence the evaluation of the proposal. It is important that adequate and specific information be furnished. Non-compliance to solicitation instructions, such as omission or incomplete responses, will result in a reduced evaluation. Proposals with responses that are general and not specific to this procurement, or where the information provided prevents intelligent evaluation of the proposal, will be eliminated from consideration.

o Contractors must respond to the solicitation using the same sequence and numbering system used in the quotation instruction titled "Contract Award Criteria."

o Contractors shall submit their proposals electronically using Microsoft® Office Word or Adobe® Acrobat.

Contractors shall submit proposals in two parts: Part 1, Technical Proposal and Statement of Work; and Part 2, Cost and Price Proposal.

Part 1 - Technical Proposal and Statement of Work

All reports shall be submitted to the SCR (address stated on page one) in both hard copy and electronic copy (Word or PDF format).

The technical proposal shall not exceed 30 single-sided pages, single spaced, and using 12-point font (8 1/2 x 11 paper).

The contractors shall submit the proposal addressing the evaluation criteria outlined in the "Contract Award Criteria."

Contractors shall not make any reference to any elements of price in the technical proposal.

STATEMENT OF WORK FOR STAGE 1
The contractor shall submit a detailed Statement of Work for Stage 1 defining the nature of the work to be performed, how the contractor will meet the milestones and deliverable schedules, and a work plan that will be used to accomplish the work. This statement of work shall be incorporated into the contract for Stage 1.

STATEMENT OF WORK FOR STAGE 2
The contractor shall submit a detailed Statement of Work for Stage 2 defining the nature of the work to be performed, how the contractor will meet the milestones and deliverable schedules, and a work plan that will be used to accomplish the work. This statement of work shall be incorporated into the contract as a fully priced option for Stage 2.

STATEMENT OF WORK FOR STAGE 3
The contractor shall furnish a brief overview Statement of Work for Stage 3. This Statement of Work combined with the Statement of Work for Stage 1 and 2 will be used to evaluate suppliers for potential award of Stage 1 contracts.

Part 2 - Cost and Price Proposal

Instructions regarding the price proposal are contained in solicitation Instruction "Furnish Details on all Cost Elements." This proposal will be evaluated to ensure that the estimate is reasonable and consistent with the level of technical expertise required and that it reflects the offeror's understanding of the requirements and ability to perform the work.

Stage 1 and Stage 2: The offeror shall submit a price proposal as per quotation instruction Furnish Details on all Cost Elements." This budget shall be used by Sandia to determine cost and price reasonableness for the work to be performed.

Stage 3: The offeror shall submit a budget for Stage 3 which will be used to determine the cost realism of the offerors proposed efforts. While this budget need not be as detailed as the budget for Stages 1 and 2, the offeror shall identify the cost drivers and assumptions for these budgets.

B. CONTRACT AWARD BASIS

Offerors shall quote their most favorable terms from both a price/cost and technical standpoint, because any contract resulting from this solicitation may be awarded without further communication regarding the proposals received.

Please note: Failure to provide any of the above information may render an offeror's proposal non-responsive.

After an initial best-value evaluation of offeror proposals, Sandia may hold communication sessions with those offerors whose proposals have the highest probability of success and provide the best-value to Sandia. The purpose of these communications is to confirm offerors' responses in their proposals. If such communications are used, Sandia will advise the offerors of the procedures regarding the communications as well as their dates and times.

C. SANDIA WILL ACCEPT ONLY ONE PROPOSAL FROM CONTRACTORS
Contractors may submit only one proposal as the lead contractor, but may participate with any other parties as part of any other proposal.

INSTRUCTION 11 - CONTRACT AWARD CRITERIA

1.0 MANDATORY REQUIREMENTS

1.1 Statement of Objectives
Offerors shall state that they have read and shall comply with the Statement of Objectives

2.0 TECHNICAL EVALUATION

Proposals meeting the mandatory requirements will be further evaluated on technical merit using the criteria below, which are listed in the order of importance.

A higher evaluation factor will be awarded to proposals that clearly indicate that the offeror will use superior relevant methodology, technology, processes, or personnel in their approach and to the criteria where their approach is demonstrated through experience of the firm and/or offeror personnel.

The order of importance of the technical criteria is as follows:

Priority	Category
1.	Technical Objectives
2.	Technical Approach
3.	Project Management, Qualifications, and Resources
4.	Technology Deployment Plan

2.1 TECHNICAL OBJECTIVES CRITERIA

The offeror shall provide sufficient detail to communicate an understanding of the following:

1. How the offerors proposed technical innovation represents a clear advancement in the technology as compared to the current state of the art, including substantiation for potential impacts on advancing PV applications in the United States.

2. How the offerors technology has the potential for significant advances in inverter/system integration, control, reliability, cost and value-added features such as energy management or interfacing with a smart hybrid/utility system.

3. The potential of offerors technology to allow for future development and commercialization (including the mass production of highly reliable products) for lower LCOE photovoltaic system for meeting Solar America Intiative (SAI) goals.

4. Risk factors that must be overcome to achieve the objectives, and plans to mitigate these risks.

5. The potential of the technology to be commercialized within SAI goals.

2.2 TECHNICAL APPROACH CRITERIA

Provide a detailed description of the approach used to meet the goals of the SEGIS program. Include the techniques, processes, procedures, etc., that will be used to perform the contract. State your reasons for selecting each key element in the technical approach, and briefly discuss alternative approaches that were considered, but were rejected. Describe the ability of the methodology and technical approach to accommodate changes that may arise. Offeror's proposing a Technical Approach that is deficient in meeting the objectives of the Statement of Objectives will be classified as non-responsive and eliminated from consideration.

Specifically, the offeror shall address

1. The viability of its technical approach and the project timeline, including identification of the critical path to achieve the stated and the SAI objectives.

2. The reasons the proposed plan and its implementation is achievable and technically feasible.

3. The proposed tasks and the resources necessary to successfully address all elements of the technical plan.

4. The critical success factors, risks and barriers, as well as plans for mitigation strategies.

5. The use of promising yet low-cost technology advances and processes with a well substantiated likelihood of success.

6. Discuss offeror's quality program including assuring competency of personnel, tracking of requirements, configuration control, control of documents and records including configuration control and handling of non-conformance. Sandia will award a higher evaluation factor to a firm that can demonstrate a fully implemented quality program or has a certification from an independent organization for their quality program such as ISO 9000 registration.

2.3 PROJECT MANAGEMENT, QUALIFICATIONS, AND RESOURCES CRITERIA

The offeror shall address the qualifications and resources for completion of the program through all stages of the program. Award of a higher evaluation factor will be considered for offerors who can demonstrate an availability of a breadth and depth of resources needed for the effort.

The offeror shall discuss the lines of authority and communication, and the authority that the project leader will have. The proposal

shall include an organizational chart that shows who the project leader will report to, and the names and positions of the individuals who are in the project manager's line management. The offeror shall discuss the project management system to be used, including a discussion of software used.

The offeror shall specifically address the following areas:

PROJECT MANAGEMENT, PERSONNEL, AND RESOURCES

Sandia will evaluate each Offeror's proposed project personnel's experience on the basis of breadth, depth, and relevance to the work that will be required under the prospective contract. In order for Sandia to review Offeror Project Personnel and Resources, the Offeror must provide the following information:

A. Resumes of proposed key personnel and identified roles and responsibilities of each. At a minimum, key personnel shall include the project manager, lead engineer and technicians.

B. Percentage of this project anticipated to be subcontracted, with breakout by subcontractor name with work effort they will perform and applicable effort percentage.

SUBCONTRACTING AND TEAM MEMBERS

1. Discuss the subcontractors and team members to be used in the effort and why each subcontractor was selected.

2. Discuss the history of your relationship with the subcontractor. Discuss how you will monitor the quality of the subcontractor.

3. Discuss your contingencies should the selected subcontractors are unable to perform.

4. Please be advised that due to conflict of interest regulations, Sandia National Laboratories may not be proposed as a member of your team.

5. The contractor shall be required to clearly identify the use of any other National Laboratory during all phases of the program. Use of any other National Laboratory is limited to 15% of the total contract funding, with no change in total cost share required.

OFFEROR FACILITIES/CAPABILITIES

The offeror shall describe the facilities and other resources to be used for this effort. Evaluations will be based on:

The age of the equipment to be used and the following aspects:
a. Design capabilities
b. Model building capabilities
c. Manufacturing capabilities
d. Test facilities

Capitalization of efforts

1. Offeror's means of providing the required funding for the cost share, including sources and plans to obtain funding. Note that contractor contribution cannot come from Federal Government sources.

2. Sandia may require submittal of financial statements and obtain credit histories from other sources (Federal Funds may NOT be used for this program).

3. All Sandia funded research and development work must be performed in the United States.

2.4 TECHNOLOGY DEPLOYMENT PLAN CRITERIA

Offeror shall submit a brief business plan that states how the technology will be deployed in the commercial marketplace. Evaluation will be based on the following:

1. Offeror's resources and strategy for commercialization of the research at the earliest practicable time.

2. Test plans (including plans to develop test protocols for new technologies) and testing schedules to meet the objectives.

3. Plans to submit a project-related technical publication.

4. A time frame for deployment of the developed product to full US commercialization.

5. A long term strategy

PLEASE NOTE: FAILURE TO PROVIDE ANY OF THE ABOVE INFORMATION MAY RENDER YOUR PROPOSAL NON-RESPONSIVE.

INSTRUCTION 12 - MULTIPLE AWARDS

Multiple contracts may be awarded as a result of this solicitation. Sandia reserves the right to make no award on the basis of the solicitation.

INSTRUCTION 13 - QUESTIONS DIRECTED ONLY TO THE SCR

Any and all questions/comments/concerns or other communications regarding this solicitation shall be directed ONLY to Carolyn David at cdavid@Sandia.gov. Communications directed to other than this individual may be considered as sufficient cause to eliminate the offeror from further consideration under this solicitation.

INSTRUCTION 14 - SUBMIT CLARIFICATIONS OR QUESTIONS

Submit any clarifications or questions in writing (by e-mail or fax, see cover page) to Carolyn David at cdavid@Sandia.gov no later than 14 days prior to the Solicitation due date. Sandia will be closed from December 22, 2007 to January 1, 2008 and will reopen on January 2, 2008.

INSTRUCTION 15 - FURNISH DETAILS ON ALL COST ELEMENTS

Submit your detailed quotation by Statement of Work Task or Work Breakdown Structure (WBS) for Offeror's fiscal year. Include a summary cost breakdown and an expiration date for the cost or price of doing the required work with supporting documentation and rationale for all cost elements, i.e., Labor, Overhead/Fringe Benefits, Direct Material, Other Direct Costs such as travel, equipment, computer, supplies, consultants, subcontracts, General & Administrative Indirect Expenses and Fixed Fee, or Profit, if any. Competition shall be used, where practicable, for all subcontracts. Offeror's proposal must state as separate items: all applicable taxes and the rate(s) of tax, chargeable tooling/facilities, freight and packaging costs, and Facilities Capital Cost of Money (FCCM) if Offeror is in compliance with CAS 414. If the Contractor chooses not to recover this cost, certify as an attachment that "Offeror is aware that Facilities Capital Cost of Money is an allowable cost but waives the right to claim it under this Contract." The following information shall be provided:

(A) DIRECT LABOR

(1) Provide cost detail by labor rate, category and hours with supporting rationale. Explain the basis for the labor mix proposed in each category. Indicate if the labor hourly rates are actual rates paid, departmental averages, or other.

(2) Provide resumes of key individuals.

(3) Has the same or similar work been performed in the past? Has a learning curve been applied to the proposed labor? If yes, furnish specifics.

(4) Provide proposed labor escalation factors and the basis for the escalation.

(B) DIRECT MATERIAL

(1) Provide a bill of materials which includes principal items by purchased parts and quantities required. Indicate any scrap factors, subcontracted items, or other material and indicate if prices are based on supplier quotes, price lists, or estimates.

(2) Provide the basis for any attrition costs, screening costs, testing costs or other costs added to the bill of material.

(3) Provide rationale for any proposed contingency and escalation factors.

(4) Provide any historical information on material decrements to proposed material prices.

(C) OTHER DIRECT COSTS

(1) Provide the basis for all proposed other direct costs.

Sample cost proposals can be accessed at
http://www.sandia.gov/supplier/audit/costprop.htm

Contractor Contribution

The supplier shall contribute to the total cost of the effort and shall include details of their contribution as part of the price proposal. The minimum contractor contribution to be provided by the supplier for each stage in percent of total contract cost is as

follows:

Stage 1	Concept and Marketing Analysis:	20%
Stage 2	Prototype Development:	20%
Stage 3	Toward Commercialization:	50%

MAXIMUM CONTRACTOR CONTRIBUTION T0 THE FUNDING OF CONTRACTS

The maximum funding available to be provided by SNL for contracts is as follows:

Stage 1	Concept and Marketing Analysis:	$250,000
Stage 2	Prototype Development	$3,000,000
Stage 3	Toward Commercialization:	$3,000,000

INSTRUCTION 16 - FURNISH NAME OF AUDITOR

Furnish the proper name, email address and phone number of the cognizant government auditor and agency for your firm, if any. Universities, attach a copy of the current/applicable negotiated rate agreement with the cognizant government audit agency.

INSTRUCTION 17 - SMALL BUSINESS SUBCONTRACTING PLAN

All Offerors who are not small businesses must complete the following if the quotation is over $500K (or if the quotation exceeds $1 million for the construction of a public facility). If none of the conditions in Paragraph A, 1-5 apply, the Contractor shall submit a subcontracting plan in accordance with Paragraph B.

( ) A. Offeror represents that at least one of the the following conditions prevail, which excuses the firm from the requirement to submit a subcontracting plan for small business concerns and for small business concerns owned and controlled by socially and economically disadvantaged individuals.

( ) 1. It is a small business as defined in accordance with Section 3 of the Small Business Act (15 U.S.C. 632);

( ) 2. Subcontracting opportunities, including Purchase Orders (POs) do not exist with respect to this contract. Contractor shall provide rationale/justification.

( ) 3. The contract, including all subcontracts thereunder, will be performed entirely outside of the United States, its territories and possessions, the District of Columbia, and the Commonwealth of Puerto Rico;

( ) 4. The contract or individual revision, is not expected to exceed $1 million (if solely for construction of a public facility) or

$500K otherwise; and

( ) 5. The contract is for services which are personal in nature and will be performed entirely using its own workforce.

( ) B. If none of the conditions in Paragraph A, 1-5, apply, the Contractor shall:

( ) 1. Submit an individual subcontracting plan. The plan shall include the information as detailed in the example individual subcontracting plan, located at the following url, http://www.sandia.gov/supplier/docindex.htm

( ) 2. Submit a commercial subcontracting plan (including goals) that covers the Offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line) and has already been approved to include evidence of its approval.

( ) 3. Submit a master subcontracting plan on a plant or division-wide basis provided that:

( ) (a) The master plan has been approved;

( ) (b) The Offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval to the Contracting Officer; and

( ) (c) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

( ) C. The Offeror shall submit their subcontracting plan or the rationale for their lack of a subcontracting plan with their proposal. Failure to submit the subcontracting plan or rationale may render the Offeror's proposal nonresponsive and may be removed from further consideration.

INSTRUCTION 18 - COST ACCOUNTING STANDARDS CERTIFICATION

ALL OFFERORS WHO ARE NOT SMALL BUSINESSES MUST COMPLETE THE FOLLOWING IF THE QUOTATION IS FOR OVER $500,000.

OFFEROR certifies, as indicated below, to the Notice(s) in FAR 52.230-1 Cost Accounting Standard Notices and Certification, which is part of the Request for Quotation.

Section: [] I(c)(1), [] I(c)(2), [] I(c)(3), [] I(c)(4), [] II III [] Yes [] No

If I (c) (1) or I (c) (2) is checked, furnish below the name, address and telephone number of the Administrative Contracting Officer (ACO) for the Disclosure Statement submittal dated _____. A determination of adequacy of the Disclosure Statement [] has [] has not been made by the ACO.

Name, Address and Telephone # of ACO

_____

By submitting a proposal the offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

INSTRUCTION 19 - SUBMIT A BALANCE SHEET

Submit a current Balance Sheet and Profit and Loss Statement prior to or with your offer. Financial statements prepared by independent Certified Public Accountants or the type customarily found in annual reports to stockholders will usually suffice. Your offer may not be considered if you fail to furnish this information. If in its sole judgment, Sandia determines from a review of the data submitted that your financial condition is not adequate, your offer may not be considered for award. All financial information will be regarded as proprietary and will be used only for determining financial responsibility.

INSTRUCTION 20 - ELECTRONIC FUNDS TRANSFER

Sandia's standard payment mechanism is Electronic Funds Transfer (EFT) accompanied by e-mail notification following the execution of an EFT payment. If not already signed up to receive EFT from Sandia, upon contract award, Contractor will be required to submit an Electronic Funds Transfer Agreement (Form SF 9424-EFT - return instructions therein), located at http://www.sandia.gov/supplier/forms/index.html. Any request for an exception to this standard must accompany your response to this solicitation and be directed to the Sandia Contracting Representative.

INSTRUCTION 21 - USE OF ELECTRONIC SIGNATURES

Response to this solicitation does not constitute a binding commitment on behalf of Sandia. Any order/contract resulting from this solicitation must be authorized by the cognizant SCR in the form of a written signature or contain a specific statement on the cover sheet on Sandia letterhead indicating that the cognizant SCR authorizes the order/contract to be binding commitment.

[ ] No form of electronic signature will be used.

[x] In addition, the following forms of electronic signatures may be used if indicated below to signify the authorization of the SCR:

[ ] Telephone call authorization that provides a unique order number (not to be confused with the solicitation number) and shipping information

[ ] Facsimile message

[x] E-mail

INSTRUCTION 22 - AVAILABILITY OF POST-AWARD FEEDBACK

In support of supplier development, Offerors may request post-award feedback on this procurement by submitting a written request to the Sandia Contracting Representative (SCR) within ten (10) days of receiving notice of this award. Sandia will provide information on the basis for the selection decision and strengths and weaknesses of the Offeror's proposal.

INSTRUCTION 23 - PROTESTS

Please note that the General Accountability Office and the Department of Energy has determined that Sandia National Laboratories, as a Management & Operating contractor, is not subject to protest actions by its offerors/subcontractors. Any issues may be addressed in writing to the Sandia Contracting Representative or the contractor may choose to utilize the Acquisition Conflict Resolution Process. This process is described at the following web site: http://www.sandia.gov/supplier/docs/conflict-res.pdf

INSTRUCTION 24 - TEAMING ARRANGEMENTS

Contractors may elect to team with other firms for the performance of the SOW. However, the contract will be placed with only the firm stated in the cover page of the contract. That firm will be considered the prime contractor and any other teaming partners will be considered subcontractors. Therefore, the ultimate responsibility for the performance of the contract will be that of the prime contractor.

Teaming arrangements with other National Laboratories are limited to 15% of the contract amount per stage. National Laboratories will not be accepted as a Prime Contractor for this effort.

INSTRUCTION 25 - QUESTIONS ON THE TERMS AND CONDITIONS OF THE SOLICITATION

Offerors shall contact Sandia as soon as possible if they have any questions regarding the applicability of the terms and conditions in Section I and Section II of the solicitation. Offerors are to contact Carolyn David at cdavid@sandia.gov with any questions on the terms and conditions.

Sandia reserves the right to consider as non-responsive to the solicitation, contractors who take exception to the terms and conditions of the solicitation.

INSTRUCTION 26 - CONTRACTOR REGISTRATION AND ELECTRONIC RESPONSE VIA WEB PORTAL

Offeror must be registered in the Sandia supplier at the following url:
http://www.sandia.gov/supplier/websupplier/index.html

Please contact the Supply Chain help desk at phdesk@sandia.gov or (505) 284-4743 if you have any questions on this process.

INSTRUCTION 27 - PROPOSED MILESTONE PAYMENTS

For Stage 1 and Stage 2, Sandia is willing to pay the contractor through use of following milestone payments. The contractor should quote an amount for each milestone as noted in Section 4.0 Deliverables Schedule of the Statement of Objectives.

Milestone payments MUST be commensurate with the work performed, therefore, the contractor must provide documentation (such as a forecast of incurred costs) supporting the amount of each milestone.

INSTRUCTION 28 - TERMS & CONDITIONS

This Request for Quotation and any resulting Contract contains Terms and Conditions that are divided into two sections, Section I and Section II. Section I is appended hereto and contains specific clauses to the individual contract such as Statement of Work (SOW), Period of Performance, funding, etc. Section II contains standard clauses referencing requirements, statutes, laws, regulations and other rules that govern acceptance of a contract from Sandia National Laboratories. For example, Offerors are reminded that Sandia is required to flow down certain FAR and DEAR clauses to subcontractors. Exceptions to any Terms and Conditions must be satisfied prior to contract placement or any work begun. Section II Standard Terms and Conditions are located at http://www.sandia.gov/bus-ops/scm/Contractor/Contractor-info.html under "Terms & Conditions." This Request for Quotation references the Section II Standard Terms and Conditions pertinent to this RFQ and any resulting contract.

INSTRUCTION 29 - BUY AMERICAN CERTIFICATION

If supplies are to be furnished under this RFQ, the offeror/quoter certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Products	Country of Origin

_____ _____

_____ _____

_____ _____

(List as necessary)

Offerors/quoters may obtain from the SCR lists of articles, materials, and supplies excepted from the Buy American Act.

INSTRUCTION 30 - IMPORT CONTROL IDENTIFICATION

The offeror shall identify any item proposed which is of foreign origin, which will cause Sandia to become the importer of record. Sandia has negotiated agreements with shipping agents and this information will be used to provide shipping instructions and will not impact the evaluation of the offeror's proposal.

INSTRUCTION 31 - RETAIN CERTIFICATION OF CURRENT COST

Certificate of Current Cost or Pricing Data, in the format prescribed by FAR 15.406-2 Certificate of Current Cost or Pricing Data, is available at http://farsite.hill.af.mil/vffara.htm.

Offerors must be prepared to complete and submit this form at a later date when directed to do so by the SCR.

SECTION I TERMS AND CONDITIONS

CLAUSE 0. This is an RFQ for a Contract on a Firm Fixed Price basis between Sandia Corporation and the Offeror on the cover page.

GLOSSARY OF ACRONYMS

1) AMR: Automatic Meter Reading

2) a-Si: Amorphous Silicon (Photovoltaic thin-film module technology)

3) BOS: Balance of System (Everything but the photo/voltaic (PV) modules in a PV system

4) CdTe: Cadmium Telluride (Photovoltaic thin-film module technology)

5) CIGS: Cadmium Indium Gallium Selenide (PV thin-film module technology)

6) DOE: U.S. Department of Energy

7) EMS: Energy Management System

8) FOA: Funding Opportunity Announcement

9) IEC: International Electrotechnical Commission

10) IEEE: Institute of Electrical and Electronic Engineers

11) LCOE: Levelized Cost Of Energy

12) NEC: National Electrical Code (NFPA70 Published by the National Fire Protection Association)

13) NNSA: National Nuclear Security Administration

14) O&M: Operation and Maintenance

15) R&D: Research and Development

16) SAI: Solar America Initiative (Sponsored by the Energy, Efficiency and Renewable Energy through the Solar Energy Technologies Program and the Department Of Energy.

16) SCR: Sandia Contract Representative

17) SDR: Sandia Delegated Representative

18) SEGIS: Solar Energy Grid Integration Systems (Program and goals sponsored by Energy, Efficiency and Renewable Energy (EERE) through the SAI)

19) SETP: Solar Energy Technologies Program sponsored by Energy, Efficiency and Renewable Energy

20) SNL: Sandia National Laboratories

21) UL: Underwriters Laboratories, Inc.

22) Firmware: Computer/microprocessor code that is firmly integrated in the design and not easily changed.

23) Conference Paper: A peer reviewed paper that is presented at a national PV conference.

CLAUSE 1 - STATEMENT OF OBJECTIVES

1.0 BACKGROUND/OBJECTIVES

The Solar Energy Grid Integration Systems (SEGIS) program is an approximately 3-year, 3 phase effort (approx. 1 year per phase) that emphasizes the development of advanced inverters, controllers, and other balance-of-system components for photovoltaic (PV) distributed power applications. Product developments within this program can include hardware and software (i.e., implemented control algorithms), and can focus on single components, multiple components, or integrated systems. For further detail on the SEGIS objectives and some of the expressed needs, the SEGIS Concept Paper is downloadable at

http://www1.eere.energy.gov/solar/solar_america/pdfs/segis_concept_paper_071025.pdf

The SEGIS program is a part of the broader Solar America Initiative (SAI), which has the objective of bringing the Levelized Cost of Energy (LCOE) of grid-interactive PV systems to parity with the electric grid by 2015. Thus, a related objective of SEGIS is to show direct contributions to LCOE reduction through technology development that help to meet these goals. To this end, hardware that results in system levelized cost of energy of $.05-$.10/kWh is high priority. Further information on SAI and use of the PV Solar Advisor Model (PVSAM) to determine LCOE can be downloaded at [http://www1.eere.energy.gov/solar/solar_america/about.html] and at [http://www.nrel.gov/analysis/sam/], respectively.

The main goal of the program is to develop new commercial hardware that will increase the value of PV systems, improve power quality and reliability of the utility grid as large numbers of PV systems are incorporated into the utility distribution system. The critical components to be developed in this effort are highly integrated, innovative, advanced inverters/controllers and associated balance-of-system (BOS) elements for residential and commercial solar energy applications. Advanced integrated inverters/controllers may incorporate energy management functions and/or may communicate with compatible stand-alone energy management systems and with utility energy portals (such as smart metering systems). Products must be developed for the utility grid of today and must also include new functionality for the grid of tomorrow, which will seamlessly accommodate two-way power flows as required by wide-scale deployment of solar and other distributed resources.

The inverter/controller is the heart of SEGIS which manages the generation and dispatch of solar energy to maximize value, reliability, and safety. Building integration is also an important feature of new designs that optimize the building energy balance, improves the economics of the PV system, and provides value added to the consumer and the utility. The inverter/controller may interact with building energy management systems and smart loads, with energy storage, and with the electric utility to allow the integration of relatively large amounts of PV energy while maintaining or increasing grid reliability. Energy management of the future may be integrated within inverters or be connected via ancillary equipment (portals) that contain the necessary two-way communications to monitor, control, and optimize the value of energy produced by PV installations.

Communications are a critical and integral function to be included with PV system inverters, controllers and balance-of-system hardware as the utility grid becomes reconfigured toward a more distributed-generation grid. Innovative grid integration through communications technologies and a multiplicity of interface options, such as working with other distributed generation in a micro-grid, is encouraged. Some of the communications and grid-integrations challenges that should be considered for development and applications are detailed in the SEGIS Concept Paper.

It is important to note that the following are NOT within the scope of this program: 1) development of photovoltaic modules not directly related to SEGIS developments; 2) development of energy storage devices (e.g. batteries); 3) non-solar-related development of energy management or energy storage systems, smart appliances, or utility portals.

SEGIS products developed under this program may be compatible with any

of the three primary PV markets segments that are connected to utility distribution systems: residential (less than 10 kW, single-phase); small commercial (10 to 50 kW, typically three-phase); or commercial (greater than 50 kW, three-phase). Solar Energy Grid Integration Systems may be configured to address any combination of these market application segments and may be modular in nature.

1.1 CONDUCT OF THE PROGRAM

This SEGIS R&D effort will be conducted through a multi-stage procurement process. The multi-stage procurement process will consist of the award of one or more firm fixed price contracts in each stage. The contractor shall be expected to demonstrate their contribution to the total overall cost of the effort as indicated below. Offerors will propose work that will align with the total program costs, meaning contract plus minimum contractor contribution, for each stage.

A downselection will be conducted near the end of Stages 1 and 2, based on the Downselection Evaluation Criteria indicated in Clause 5, to determine which contractor, if any, will continue in the program. Multiple awards are anticipated for Stage 1. Contractors must be awarded a Stage 1 contract for consideration for awards for Stage 2 and Stage 3.

The titles, maximum contract values, and minimum contractor contribution percentages are summarized in the table below:

Stage	Title	Maximum Contract Value	Minimum contractor contribution
1	Concept and Marketing Analysis	$250,000	20%
2	Prototype Development	$3.0 Million	20%
3	Toward Commercialization	$3.0 Million	50%

Note: Minimum contractor contribution is defined as the percent of the total project costs (contract plus minimum contractor contribution) to be borne by the offeror or the offeror's team. For example, for a $3 million contract in Stage 3, the total project cost would be $6 million, and the minimum contractor contribution would be $3 million, since the minimum contractor contribution for Stage 3 is 50%.

The minimum contractor contribution must be for work to be performed. Sandia will not accept as minimum contractor contribution funds used for work completed in the past. Sandia funds shall not be used to purchase capital equipment. Cost share funds may be used to purchase capital equipment.

Sandia National Laboratories is conducting the SEGIS program on behalf of the US DOE. In this capacity, Sandia's role will be to serve as contract monitor, conduct technical verification of the performance of hardware, software, and other deliverables.
Therefore privity of contract is between Sandia National Laboratories

and the contractor selected for the effort, and not between US DOE and the contractor selected.

Teaming arrangements with other National Laboratories will be limited to 15% of the total contract costs for each stage, with no change in the minimum contractor contribution required. National Laboratories will not be accepted as a Prime Contractors for this effort.

2.0 HARDWARE DEVELOPMENTS UNDER SEGIS

Funded developments of the program may include, but are not limited to, components and complete systems with features listed below:

1) Circuitries totally integrated with available and promising PV module technologies (e.g. crystalline silicon, CIGS, CdTe, a-Si and concentrator PV).

2) Advanced thermal management to eliminate the need for active cooling and expensive heat sinks, and innovative transient over voltage protection.

3) Micro-grid-ready components and controls.

4) Verified highly reliable components.

5) Integration with innovative energy storage, energy management, and/or its interfaces.

6) Customer-friendly energy flow and generation with generation/consumption monitoring.

7) Utility-interactive and utility-accessible control concepts and hardware to help alleviate the intermittency and limited dispatchability of PV for enhanced grid integration.

8) Reduction in total parts count.

9) Improved ease of installation.

10) Compliance with interconnect and safety standards (IEEE Std 1547 including its current and future addendums), UL1741 and codes (National Electrical Code, Building Codes, etc.).

11) Innovative, aesthetic and engineered packaging.

12) Self-diagnostics, including predictions of remaining lifetime or failure mechanisms.

Some technologies are more mature than others and may reach commercialization in different time-frames. Offerors shall propose projects that result in new commercial products within three years where ever practicable. Projects with end products that are anticipated beyond three years will be considered when such products are expected to significantly improve the state-of-the-art.

Additional detail on concepts of interest for development through SEGIS can be found in the records of two related workshops that were conducted by DOE on the topic. The first was held in Denver, CO, on April 19, 2007, and the second was in Albuquerque, NM, on May 10-11, 2007. The proceedings of these workshops can be found at

[http://www2.eere.energy.gov/solar/solar_america/technology_pathway_partnerships_wkshp.html]. Note that there are no spaces in the above URL.

3.0 DESCRIPTIONS OF SEGIS PROGRAM STAGES

3.1 STAGE 1: CONCEPT AND MARKETING ANALYSIS

The contractor shall conduct concept feasibility studies including the design and analysis of components for advanced integrated inverter/controller and/or energy management control systems. During Stage 1, the contractor will develop a preliminary product design, analyze the estimated performance, determine estimated product cost (first-cost and operating cost), its effect on overall system cost, further investigate the primary technical barriers and the contractor's approach to overcoming those barriers. This Stage also involves conduct of a market analysis related to the offeror's concept, impacts for high PV penetration into the utility grid and to determine the size of the perceived market for the product.

Also during Stage 1, the contractor will prepare an updated proposal for Stage 3 that includes a conceptual design, the estimated performance and estimated cost of the product (first-cost and operating cost) of the product, how it affects the system cost if the concept proposed is a subsystem or component, discussion of the primary technical barriers/challenges, and the contractor's approach to overcoming those barriers/challenges and a detailed cost proposal for Stage 3. The format and level of detail for this Stage 3 proposal will be equivalent to that provided for Stage 2 in the Contractor's original proposal. The proposal shall include a detailed quotation for the work to be done in Stage 3 by Statement of Objectives Task or Work Breakdown Structure (WBS) Offeror's fiscal year.

The contractor shall include a summary cost breakdown for the cost or price of doing the required work with supporting documentation and rationale for all cost elements, i.e., Labor, Overhead/Fringe Benefits, Direct Material, Other Direct Costs such as travel, equipment, computer, supplies, consultants, subcontracts, General & Administrative Indirect Expenses and Profit, if any. The proposal shall indicate the total budget for the work to be performed, the budget for the work to be covered by Sandia funds, and the budget for the work covered by contractor supplied funds.

Competition shall be used, where practicable, for all subcontracts. Offeror's proposal must state as separate items: all applicable taxes and the rate(s) of tax, chargeable tooling/facilities, freight and packaging costs, and Facilities Capital Cost of Money (FCCM) if Offeror is in compliance with CAS 414. If the Contractor chooses not to recover this cost, certify as an attachment that "Offeror is aware that Facilities Capital Cost of Money is an allowable cost but waives the right to claim it under this Contract."

The following information shall be provided:

(A) DIRECT LABOR

(1) Provide cost detail by labor rate, category and hours with supporting rationale. Explain the basis for the labor mix proposed in each category. Indicate if the labor hourly rates are actual rates paid, departmental averages, or other.

(2) Provide resumes of key individuals.

(3) Has the same or similar work been performed in the past? Has a learning curve been applied to the proposed labor? If yes, furnish specifics.

(4) Provide proposed labor escalation factors and the basis for the escalation.

(B) DIRECT MATERIAL

(1) Provide a bill of materials which includes principal items by purchased parts and quantities required. Indicate any scrap factors, subcontracted items, or other material and indicate if prices are based on supplier quotes, price lists, or estimates.

(2) Provide the basis for any attrition costs, screening costs, testing costs or other costs added to the bill of material.

(3) Provide rationale for any proposed contingency and escalation factors.

(4) Provide any historical information on material decrements to proposed material prices.

(C) OTHER DIRECT COSTS

(1) Provide the basis for all proposed other direct costs.
(2) Sandia will not accept any costs where Sandia funding is being used to purchase capital equipment. The contractor may use their contractor contribution to purchase capital equipment.

Sample cost proposals can be accessed at
http://www.sandia.gov/supplier/audit/costprop.htm

3.2 STAGE 2: PROTOTYPE DEVELOPMENT
(Priced Option to be exercised for contractors selected to continue beyond Stage 1)

During Stage 2, the contractor will develop a comprehensive design, construct a prototype, conduct evaluation tests of the prototype, and estimate the cost of the product if built in a variety of quantities per year. The impact of the concept on system cost and levelized cost of energy will be determined as well. Value-added features shall be assessed with respect to overall performance of the system and the ability to mitigate any potential negative effects of high-penetration PV distributed generation.

The contractor shall show the potential for the developed product(s) and position it for future demonstration in the context of the goal to identify a more manufacturable, highly reliable and lower-cost component/subsystem that does not sacrifice overall system cost effectiveness.

This Stage will include the development of detailed technical and cost specifications of all components, including those not provided by the contractor. As appropriate, these components will be delivered to Sandia for validations and verifications of stated characteristics.

The contractor shall also refine its technology development roadmap that depicts the product development to an advanced integrated inverter/controller and/or energy management control system able to meet the goals of the SEGIS Program and the US DOE Solar America Initiative.

3.3 STAGE 3: TOWARD COMMERCIALIZATION
(Priced Option for contractors selected to continue beyond Stage 2)

Stage 3 includes completing the R&D and initiating a pilot production run of the newly developed hardware and/or concepts, in accordance with the detailed Stage 3 proposal submitted at the end of Stage 1. This Stage includes both hardware development and testing and delivering hardware to SNL or other agreed upon facilities for validation of specifications and performance. It also includes execution of the commercialization and manufacturing plan, including financing for scale-up.

As part of the Stage 3 plan execution, the contractor will validate performance, safety, and functionality of the developed hardware or systems through a limited-scale production run and installation for a field validation.

The following are additional elements of the Stage 3 plan (submitted as a Stage 1 deliverable) that the contractor will execute during this Stage:

To the best of the ability of the contractor, at this stage of the project plan (and assuming it is appropriate to the proposed work effort), the contractor shall provide an estimate of the size of the limited-scale production run and the rationale for the size selected. Limiting the size of the production run is desirable to minimize the cost of the proposed work, but the proposed production run shall provide adequate information to accurately predict future cost and operating characteristics of the developed hardware or systems.

Likewise, the proposed choice of a validation site, if any, and the proposed number of advanced integrated inverter/controller components and/or energy management control systems to be installed and tested shall be justified by the need to confirm installation cost, performance, and reliability data. Operating the developed hardware or systems with innovative grid integration at the site should provide any necessary data aimed at demonstrating the performance and an indication of the reliability of the design in a realistic operating environment.

For this proposal, the information obtained from such testing is intended primarily to improve the developed hardware or systems future marketability. Any required testing shall be clearly detailed in the proposal.

The contractor must provide a description of existing or potential new facilities, preferably within the U.S., where full-scale manufacturing of the developed hardware or systems will take place.

If fabricated from materials from multiple contractors, the contractor shall demonstrate that, to the extent economically possible, materials are procured from U.S. contractors.

It is recommended that, where appropriate, the proposed work effort include plans for performing a thorough evaluation to provide a clear

understanding of the developed hardware or complete systems future production cost and the uncertainty in this cost for anticipated market production scenarios.

It is beyond the resources of this program to fund the demonstration of large complete advanced integrated inverter/controller and/or energy management control systems. Demonstration systems associated with this solicitation must be approved by Sandia.

4.0 DELIVERABLES SCHEDULE

The following deliverables apply to each Stage as indicated. Deliverables for Stages 2 and 3 are applicable only if the option is exercised for that stage. Descriptions of deliverables are provided in the following section. Time periods in parentheses indicate approximate due dates after placement of the applicable contract. Actual dates will be incorporated upon contract placement. Mid-year reviews and critical program reviews will be scheduled to take place approximately 2 weeks after receipt of associated reports. Dates with "TBD" will be individualized for specific R&D contracts.

1. (2-4 weeks)	a. Stage 1: Kickoff meeting at contractor facility
	b. Stage 2: Kickoff meeting at contractor facility
	c. Stage 3: Kickoff meeting at contractor facility
2. (3 months)	a. Stage 1: Quarterly Report 1
	b. Stage 2: Quarterly Report 1
	c. Stage 3: Quarterly Report 1
3. (6 months)	a. Stage 1: Quarterly Report 2
	b. Stage 2: Quarterly Report 2
	c. Stage 2: Mid-Year Review at contractor facility
	d. Stage 3: Quarterly Report 2
	e. Stage 3: Mid-Year Review at contractor facility
4. (9 months)	a. Stage 1: Final Report
	b. Stage 1: Critical Program Review at SNL
	c. Stage 1: Stage 3 Detailed Proposal
	d. Stage 2: Quarterly Report 3
	e. Stage 3: Quarterly Report 3
5. (12 months)	a. Stage 2 Quarterly Report 4
	b. Stage 2: Final Report
	c. Stage 2: Critical Program Review
	d. Stage 3: Quarterly Report 4
	e. Stage 3: Critical Program Wrap-Up Review
6. (TBD)	a. Stage 2: Prototype hardware validation testing and test reports
	b. Stage 3: Production hardware validation testing at SNL and test reports

7. (TBD)	Stage 3: Final Report
8. (TBD)	Stage 3: Peer-reviewed Conference paper (1 required)
9. (TBD)	a. Stage 1: Presentation at US DOE Review b. Stage 2: Presentation at US DOE Review c. Stage 3: Presentation at US DOE Review

5.0 DELIVERABLE DESCRIPTIONS

5.1 QUARTERLY REPORTS (ALL STAGES)

All Quarterly Reports shall summarize work completed during the quarter and shall provide a status of the progress as compared to the deliverables, the milestones detailed in the contract and up to date expenditures. Any discoveries of barriers related to the likelihood of success shall be reported with mitigation plans.

5.2 STAGE 3 DETAILED PROPOSAL

The contractor shall submit a detailed statement of work for Stage 3 that defines the nature of the work to be performed, how the contractor will meet the milestones and deliverable schedules, and a work plan that will be used to accomplish the work (Due at the end of Stage 1). This statement of work shall be incorporated into the contract for Stage 3 (for contractors selected to continue work). This detailed statement of work will include and directly address all topics discussed in Section 3.3.

This proposal will include a separate, fully-detailed cost proposal for Stage 3 following the same format and including the same level of detail as the cost proposal for Stage 2 that was required in the original solicitation.

5.3 FINAL REPORTS (ALL STAGES)

Final reports are due as indicated regardless of the status of other deliverables.

The contractor shall provide a Final Report for the current stage, containing sections covering Technical Progress (not to exceed 30 pages) and Marketing Analysis (not to exceed 15 pages).

The Technical Progress section(s) will be sequenced in the following order and will substantiate the following:

1. Executive summary introduction and background for the proposed R&D.

2. The conceptual design(s) and product development status of any devices to be prototyped and commercialized during the course of this program.

3. The role of the product(s) in the current electric grid architecture and in the architecture of the future, including how the product(s) interact with current and future PV system configurations.

4. Advantages, disadvantages, and value-added for the current product concept as it relates to consumers, utilities (i.e., improved electric grid stability and reliability), and other stakeholders (such as

system integrators). Discussion shall address and, when applicable, quantify aspects such as building integration, plug-n-play, factory assembly, etc.

5. Component and total system performance, reliability, and lifetime improvements, where applicable.

6. Substantiation of the viability of technical approach and the project timeline to achieve the stated and the SAI objectives.

7. Identification and assessment of the critical success factors, risks, barriers, and plans for mitigation strategies.

8. Any needed revisions to the work plan including updated test plans, schedules, deliverables, milestones, resources, and budgets should a Stage 2 and Stage 3 contract be awarded, or should a Stage 3 extension be required.

The Economic/Marketing Feasibility Section of the Final Report shall be sequenced in the following order and shall include:

1. Market analysis for the proposed end product as related to accelerating the acceptance and installation of utility-integrated photovoltaic technologies.

2. Estimated near- and long-term costs and improvements of developed components and/or proposed systems including: a) purchase and installation costs; b) operating and maintenance costs; and c) life-cycle and Levelized Cost of Energy (LCOE). A range of costs shall be based on several levels of production/mass production of the final product. LCOE shall be determined using the PV Solar Advisor Model (URL provided in an earlier section) or an equivalent tool, using current PV system installations as baselines for cost and performance, and showing all assumptions made in future projections of cost, performance, and lifetime.

3. Non-technical barriers to commercialization of the design and the approach to overcoming barriers.

4. Assessments of any non-technical risks and critical success factors for completing the proposed development in the prescribed timeframe, and for product deployment.

5. Synopsis of proposed or revised commercialization, budget plans, and commitments should a Stage 2 and Stage 3 option be exercised.

6. A discussion of the progress the contractor has made in obtaining financing for commercialization of the technology. Supporting documents such as letters of commitment from investors or financial institutions shall be provided if needed.

7. Summary of costs and expenditures for the current stage.

5.4 CRITICAL PROGRAM REVIEWS (ALL STAGES)

Critical Program Reviews shall be held at the end of each Stage. For Stage 1, this review will be done at Sandia National Laboratories in Albuquerque, NM. For Stages 2 and 3, this review will be conducted at Sandia, the contractor facilities, or at a location that provides the most beneficial review and as specified in the contract. The Mid-year Review and the Program Wrap-up (Final) Review will follow the same

format and guidance as the Critical Program Reviews.

The contractor shall address how their work meets the statement of objectives. After the critical program review, the contractor shall answer questions from Sandia's Technical Team. For Stage 1, the critical program review shall not exceed one (1) hour and the question and answer session with Sandia's Technical Team shall not exceed one (1) hour. For subsequent stages the critical program review shall not exceed four (4) hours and the questions and answers session with Sandia's Technical Team shall not exceed two (2) hours.

There is no limit to the number of PowerPoint slides that a contractor may use during its critical program review subject to the time limitations.

The contractor must restrict critical program reviews to subject matter listed in the technical evaluation criteria and shall address its cost or price offer.

The SCR will schedule the critical program reviews and will notify each contractor of the date, time, and location of its critical program review.

Contractor's critical program review must be made by one (1) or more of the persons whom the contractor will actually use during contract performance. Personnel that the contractor deems most key to the scope of work shall attend the critical program review and the question and answer session, and must answer directed questions.

The contractor activities for compliance with ES&H requirements will be reviewed.

The presentation shall also address the following:

1. status of the concept and proposed tasks
2. status of work, including descriptions of prototypes, hardware, and software
3. status of resources
4. updates related to original proposals
5. necessary explanations
6. substantiation of information (e.g. demonstrations of processes or software/firmware advances and the like)
7. update on all aspects of the business plan, including market analysis, commercialization and scale-up, and financing.

5.5 HARDWARE VALIDATION TEST REPORTS (STAGES 2 AND 3)

All hardware and testing deliverables shall be tailored to match the anticipate progress of work and to insure a continuous work flow.

The contractor shall perform a demonstration of the technology to the Sandia team prior to development of the final report.

6.0 GENERAL PROVISIONS

6.1 ENVIRONMENT, SAFETY AND HEALTH (ES&H)

The contractor shall comply with all applicable laws, statutes and regulations as related to environment safety and health (ES&H).

6.2 WORK WITHIN THE UNITED STATES: All Sandia funded research and

development work shall be performed within the United States. For work involving the delivery of hardware, this contract is subject to the provisions of the Buy American Act.

6.3 Federal Government funds can not be used for the minimum contractor contribution.

CLAUSE 2 - DELIVERY

The Stage 1 contract shall be completed by *

* To be incorporated prior to contract placement.

CLAUSE 3 - TOTAL PRICE

Stage 1 contract (TO BE DETERMINED)

Stage 2 Contract (PRICED OPTION TO BE DETERMINED)

STAGE 3 Contract (UNPRICED OPTION TO BE DETERMINED)

CLAUSE 4 - INVOICING - 812-INV (10-07)

Contractor shall submit an original invoice within thirty (30) days of delivery of goods or as noted in the Payment Milestones. Final invoices shall be noted as such.

INVOICING INSTRUCTIONS: Any deviation from the following invoicing instructions, including invoices delivered to a street address MAY DELAY PAYMENT.

1. All invoices submitted to Sandia National Laboratories must:
- include Purchase Order (PO)/Contract Number (Document Number = PO/Contract Number),
- include the Contractor's name (as stated in the PO/contract) and the "remit to" address,
- identify items or parts numbers exactly as listed on the PO/contract line item,
- include any applicable freight charges (including freight forwarder charges paid by Contractor), and
- include freight bill for any freight charges of $50 or more.

Notes:
- Invoice each PO/contract separately.
- In order for payment to occur, any freight charges invoiced separately by either a freight carrier or a supplier must include: contract number or Sandia project and task number, and organization number.

2. Do not submit duplicate invoices.

3. Sandia's standard payment mechanism is Electronic Funds Transfer (EFT) accompanied by e-mail notification following the execution of an EFT payment. If not already signed up to receive EFT from Sandia, upon contract award, Contractor shall submit an Electronic Funds Transfer Agreement (Form SF 9424-EFT - return instructions therein), located at http://www.sandia.gov/supplier/forms/index.html.

4. Payment information may be obtained at URL address: http://www.sandia.gov/bus-ops/scm/Contractor/Contractor-info.html or by calling (505) 845-9600. Additional information may be obtained by calling the Integrated Enabling Services (IES) Help Desk at (505) 845-9377.

CLAUSE 5 - DOWNSELECTION EVALUATION CRITERIA

SEGIS DOWNSELECTION PROCESS

Sandia will select which contractors will continue work to the next stage through competitive process that follows delivery of the Final Report and the Critical Program Review for each stage. The following criteria will be used to evaluate contractor performance for continuation into Stages 2 and 3:

CRITERIA 1: TECHNICAL OBJECTIVES

o The potential for significant advances in inverter/system integration, control, reliability, cost and value added features such as energy management or interfacing with a smart hybrid/utility system.

o The degree to which the contractor's work in the current and/or previous stage reaffirms the beneficial impacts of the proposed work for the PV industry and the potential for substantially increased numbers of applications without adverse effects on the electrical utility infrastructure.

o The degree of future development and commercialization (including the mass production of highly reliable products) for lower LCOE photovoltaic systems to meet SAI goals.

CRITERIA 2: TECHNICAL APPROACH/PROJECT MANAGEMENT

o The degree of completion of the proposed tasks for the stage and the degree to which the contractor has addressed the elements for the continuation of the proposed technical approach and project management.

o The degree of validation of the technical approach.

o The degree to which the contractor met the proposed project timeline to achieve the stated and SAI objectives.

o The degree to which contractor has addressed the remaining critical success factors, risks and barriers, and plans for mitigation strategies.

o The degree to which the contractor has confirmed continued adherence to a quality program and to a program of environmental

safety and health, as specified in the statement of work.

CRITERIA 3: QUALIFICATIONS AND RESOURCES

o The degree to which the contractor has re-substantiated the infrastructure and resources proposed to support achievement of proposed statement of work objectives. Any proposed changes to the statement of objectives must be reported and substantiated.

o The assessment of contractor's facilities and capabilities for continuing and completing the statement of objectives.

CRITERIA 4: TECHNOLOGY DEPLOYMENT PLAN

o The contractors commitment to commercialize the end product in the U.S. at the earliest practicable time.

o The adequacy of the test plans and schedules to complete the statement of objectives.

o The contractor's commitment to project-related technical publications.

o The degree of reaffirmation of the design and prototype or pre-commercialization of the product being developed.

o The estimated time-frame of deployment for the developed product to full U.S. commercialization.

o The adequacy and completeness of the market analysis, including potential market impact of the new products, and plans to finance scale-up to full production, etc.

CLAUSE 6 - SAFEGUARDING OF DRAWINGS, SPECIFICATIONS, AND TECHNICAL INFORMATION - 633-DST (05-06)

All drawings, specifications or other technical information supplied to the Contractor shall be protected from unauthorized use, reproduction, and disclosure and Contractor shall protect the information at least to the same extent it would use to protect its own most valuable and proprietary information. Dissemination or use of such information is limited to its employees and Contractors, if any, whose job performance for this specific contract requires the information and only for those purposes. No other dissemination or use is permitted without prior written approval of the Sandia Contracting Representative/Sandia Delegated Representative.

CLAUSE 7 - REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - CONTRACT MODIFICATIONS - 209-PD (07-02)

I. Exceptions from cost or pricing data.

A. In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold

set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Sandia Contracting Representative (SCR) may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable

1. Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

2. Information on modifications of contracts or subcontracts for commercial items.

(a) If (1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(b) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification.

Such information may include: (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities; (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market; (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

B. The Contractor grants the SCR or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

II. Requirements for cost or pricing data.

If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

A. The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

B. As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

CLAUSE 8 - COMPLIANCE WITH INTERNET PROTOCOL VERSION 6 (IPV6) - 294-IP (08-06)

If this contract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology, the contractor agrees that: (1) all deliverables that involve IT that uses IP (products, services, software, etc.) will comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for development and implementation and fielded product management available. If the contractor plans to offer a deliverable that involves IT that is not initially compliant, the contractor agrees to: (1) obtain the Sandia Contracting Representative's approval before starting work on the deliverable; (2) provide a migration path and firm commitment to upgrade to IPv6 for all application and product features by June 2008; and (3) have IPv6 technical support for development and implementation and fielded product management available.

Should the contractor find that the statement of work or specifications of this contract do not conform to the IPv6 standard, it must notify the Sandia Contracting Representative of such nonconformance and act in accordance with instructions of the Sandia Contracting Representative.

CLAUSE 9 - EXPORT CONTROL - 617-EXP (10-99)

Information, data or materials sent to Contractor under this contract may be export controlled. As required by federal laws and regulations, the Contractor shall obtain any license required before passing any such information, data or materials to any foreign national inside or outside the United States.

CLAUSE 10 - ACQUISITION CONFLICT RESOLUTION PROCESS - 850-ACR (12-04)

Sandia encourages open, honest communication between suppliers, Contractors, and the Sandia Contracting Representative (SCR) in resolving a concern. It is always best to resolve issues in an open atmosphere between the suppliers, Contractors, and SCRs without escalating the problem. The goal is to ensure timely resolution of the problem without undue expense to either parties involved.

It is the intent of Sandia to resolve supplier and Contractor concerns through a Conflict Resolution Process, that is timely, includes several options, is easy to use, and provides satisfactory results to

both the supplier, Contractor, and Sandia. This process is described at the following URL address:
http://www.sandia.gov/bus-ops/scm/forms/policy/sand2007_7107_P_AcquisitionConflict-res.pdf

Among the options available is for the suppliers and Contractors is to use the Sandia Ombuds Office at (505) 844-9763 (New Mexico) or (925) 294-3655 (California) to address concerns regarding Sandia procurement actions.

By submitting a response to the solicitation, the supplier agrees to use the Acquisition Conflict Resolution Process at the URL listed to resolve award controversies.

After award of a contract/agreement, the Contractor agrees to the Acquisition Conflict Resolution Process at the URL listed to resolve any contract/agreement disputes that occur during the performance of the contract/agreement.

CLAUSE 11 - SUBSEQUENT FOLLOW-ON PRODUCTION CONTRACTS - 829-SF (10-99)

A. Work under this contract may lead to subsequent follow-on production contracts by Sandia; the U.S. Department of Energy (DOE), or other prime contractors of DOE; or other Federal organizations or prime contractors of such Federal organizations.

B. In consideration of this contract, the Contractor agrees to accept subsequent follow-on production contract(s) for the same or similar items on either of the following bases: (1) cost-type with DOE cost-reimbursement principles, or (2) fixed price with or without a provision for price redetermination.

CLAUSE 12 - DELEGATION OF AUTHORITY - 404-KDB (09-07)

The following Sandia personnel are hereby authorized to act as Sandia Delegated Representatives (SDRs) for the specific purpose(s) shown, subject to the Section II limitations as authorized.

Delegated representatives shall exercise no supervision over the Contractor's employees.

Sandia Delegated Representative(s) (SDR):

NAME	PHONE	ORG/MS
*	*	*

* To be completed by Sandia at contract award.

DUTIES DELEGATED:

To be determined.

NOTE: The Sandia Contracting Representative (SCR) is the only person

who can legally obligate Sandia for the expenditure of funds, change scope and/or level of effort and/or terms and conditions, negotiate, and sign documents legally binding Sandia. COMMITMENT, OBLIGATIONS OR PROMISES, IMPLIED OR EXPRESSED, BY SANDIA PERSONNEL OTHER THAN THE SCR DO NOT BIND SANDIA IN ANY MANNER.

CLAUSE 13 - COPYRIGHTS FOR SANDIA DIRECTED TECHNICAL PERFORMANCE - 292-CY (03-07)

Contractor hereby acknowledges that all duties performed hereunder are specifically ordered or commissioned by Sandia Corporation ("Work"); that the Work constitutes and shall constitute a work-made-for-hire as defined in the United States Copyright Act of 1976; that Sandia Corporation is and shall be the author of said work-made-for-hire and the owner of all rights in and to the Work. To the extent that the Work is not recognized as a work-made-for-hire, Contractor hereby assigns, transfers and conveys to Sandia Corporation, without reservation, all of Contractor's rights, title and interest in the Work, including, without limitation, all rights of copyright and copyright renewal in said Work or any part thereof. Contractor agrees to execute all papers and to perform such other proper acts as Sandia Corporation may deem necessary to secure for Sandia Corporation the rights herein assigned.

CLAUSE 14 - SUBCONTRACTING PLAN REQUIREMENTS - 420-SCP (09-07)

Per requirements of Section II clause FAR 52.219-9, Small Business Subcontracting Plan, this contract incorporates contractor's Subcontracting Plan dated _____. Contractor shall submit Standard Form 295, Subcontracting Report for Individual Contracts semiannually and at contract completion. The report shall cover subcontract award data related this contract. This report is not required for commercial plans on Sandia contracts; however, a copy of the updated commercial plans must be submitted to Sandia annually. The contractor is also required to submit Standard Form 295, Summary Subcontract Report annually and at the close of each fiscal year. Both reports shall be submitted by entering Contractor data for the Individual Subcontracting Report (ISR) and Summary Subcontractor Report (SSR) into the electronic Subcontracting Reporting System (eSRS) located at www.esrs.gov.

CLAUSE 15 - FREE ON BOARD DESTINATION (FOB-D) GENERAL SHIPPING INSTRUCTIONS - 865-FOD (08-07)

GENERAL SHIPPING INSTRUCTIONS - FREE ON BOARD DESTINATION [865-FOD] (08-01-07)

SHIPMENTS FROM LOCATIONS WITHIN THE UNITED STATES

SHIPPING TERMS

The shipping terms for this contract are governed by the Uniform

Commercial Code of the United States. The shipping terms are FOB U.S. Point of Destination, Freight Prepaid and Allowed.

In accordance with the terms of U.S. Department of Energy DOE)/National Nuclear Security Administration (NNSA) contract DE-AC04-94AL85000 for the Management and Operation of Sandia National Laboratories, title to all tangible property passes directly from the Contractor to the U.S. Government when received at the destination.

The Contractor shall arrange at its own expense for the carriage of the goods to the named place of destination. The Contractor shall be responsible for payment of initial and final freight charges (Contractor Choice and Expense).

The Contractor shall place the goods at the disposal of Sandia, or of another person named by Sandia, at the place of destination on or before the date agreed for delivery.

CUSTOMS CLEARANCE (Applies only when Contractor furnishes item(s) obtained by the Contractor from a source outside the United States.)

If the Contractor ships from locations outside the United States, the Contractor, or its Agent, shall be the Importer of Record. The Contractor shall be responsible for customs clearance in the country of destination and the payment of associated customs duties, taxes, and other applicable charges for import into the country of destination.

SHIPPING INSTRUCTIONS

The Contractor shall carefully follow the instructions in this clause to allow efficient delivery processing. Failure to follow the instructions may reflect on the Contractor as a late delivery and result in:

* Disallowance of any associated costs incurred by the Contractor;
* Delays in payment; and/or
* Termination of this Purchase Order/Contract.

Shipping Address:
The Contractor shall ship items for this Contract to the following address.

U.S. Government -
U.S. Department of Energy (DOE)/National Nuclear Security Administration (NNSA)
C/O Sandia National Laboratories
1515 Eubank Blvd. S.E.
Receiving - Bldg. 957
ATTN: PO #
Albuquerque, NM 87123
United States of America

Packing Slip:
The Contractor shall attach a packing slip to OUTSIDE of shipping container. The packing slip shall include:
* Shipping address
* Purchase Order/Contract number; and
* Individual line items or part numbers exactly as listed on the Purchase Order/Contract.

NOTE: FOR SANDIA PICKUP:
Goods shall be released only to personnel with a Sandia Employee Identification Card. Sandia subcontractors do not have a Sandia Employee Identification Card and are NOT allowed to pick up Sandia purchased goods.

The Contractor shall:
* Attach a Packing slip, to include a Sandia employee number and signed by a Sandia employee.
* Fax the packing slip to Sandia Receiving at (505) 844-2972 in NM.

FOB Destination-2

CLAUSE 16 - SOFTWARE LICENSE AGREEMENT - 293-SL (03-06)

This Software License Agreement is between Sandia Corporation, a Delaware Corporation with offices at Albuquerque, NM, 87185 (hereinafter called the "Licensee"), and the supplier under this contract, (hereinafter called the "Licensor").

Whereas the Licensor has developed software (and obtained intellectual property protection therefore) whose delivery is required by the Statement of Work (SOW) in this contract; and

Whereas, the Licensee, Sandia Corporation under its Contract No. DE-AC04-94AL85000 with the U.S. Department of Energy/National Nuclear Security Administration (DOE/NNSA) for the management and operation of the Sandia National Laboratories desires to obtain an end-use license to use the software under Licensor's rights in software, in consideration of the foregoing premises, covenants, and agreements contained herein, the parties hereto agree to be bound as follows:

A. License Grants

1. Subject to the Terms and Conditions (Ts&Cs) of this agreement, the Licensor hereby grants to the Licensee a nonexclusive right and license to use and to make one archive copy only of the software for use on one machine only at one time at the site of the Licensee, first set forth above.

2. Subject to the Ts&Cs of this agreement, the Licensor hereby grants to the Licensee a nonexclusive right and license to make modifications, derivative works, and compilations and to adapt the software to the Licensee's specific end-use application.

3. The Licensee agrees that no other rights are granted to the Licensee under Licensor's intellectual property rights to the software.

B. Consideration

In consideration of and for the rights and licenses granted herein, the Licensee shall pay a licensing fee, which is included in the purchase price of the contract.

C. Proprietary Information

1. The Licensee shall treat as proprietary to the Licensor all

information and materials given by the Licensor to the Licensee that bear any kind of restrictive legend or similar markings. The Licensee shall not disclose such materials or use such materials except as necessary for the purposes of this agreement.

2. The Licensee's obligations of nondisclosure and nonuse shall continue for five (5) years from the effective date of this agreement, regardless of the termination of any license granted hereunder.

3. Nothing contained herein shall in any way restrict or impair the Licensee's rights to use, disclose, or otherwise deal with any information or materials that: (a) are or become generally available to the public through no wrongful act of the Licensee; (b) were in the Licensee's possession before the time the of transfer by the Licensor to the Licensee; or (c) are independently developed by Licensee employees who did not have access to the Licensor's information or materials.

D. Term of Agreement

The term of this agreement shall continue for as long as the Licensee complies with all of the Ts&Cs of this license.

E. Early Termination

1. If the Licensee fails to comply with any provision of this license, this agreement will terminate upon the expiration of sixty (60) days from the date of written notice by the Licensor to the Licensee of such failure to comply.

2. Upon termination, the Licensee shall, within thirty (30) days, destroy all physical forms of software including any and all derivations or compilations thereof.

F. Warrant

1. The Licensor represents and warrants that the software is an original work of the Licensor; the software was not copied from copyrighted works of others; the software does not infringe on the intellectual property rights of any third party; no claim of infringement of any intellectual property right of others has been alleged against the software to the Licensor; the Licensor is the owner of all intellectual property rights covering the software; and the Licensor has the right to grant the license rights set forth in this agreement.

2. The Licensor hereby disclaims any other warranties, express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

3. The Licensor agrees to repair, replace, or refund the purchase price at the Licensee's option in the event of a breech of warranty.

G. Export Control

1. If the licensed materials are export controlled, disclosure to any non-U.S. citizen without obtaining a license from the U.S. government may result in criminal prosecution for the disclosure under the U.S. export control laws or regulations.

2. The Licensee agrees that this software shall not be exported to any

other country than that of the Licensee address first set forth above without obtaining any required export licenses from the U.S. government.

H. Modifications

It is expressly understood and agreed upon by the parties hereto that this agreement contains the entire agreement between the parties with respect to the subject matter hereof and that all prior representations, warranties, or agreements relating hereto, whether oral or written, have been merged into this agreement and are thus superseded in totality by this agreement. This agreement may be extended, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

I. Headings

The headings for the sections set forth in this agreement are strictly for the convenience of the parties hereto and shall not be used in any way to restrict the meaning or the substantive language of this agreement.

J. Controlling Law

This agreement is made in Albuquerque, New Mexico, USA, and shall be governed by and construed in accordance with the laws of New Mexico. The parties agree to the exclusive jurisdiction of the courts of the United States District Court for the District of New Mexico.

DOCUMENTS INCORPORATED BY REFERENCE

1) Solar Energy Grid Integration System Program Concept Paper

http://www1.eere.energy.gov/solar/solar_america/pdfs/segis_concept_paper_071025.pdf

2) Records Workshop Proceedings

http://www2.eere.energy.gov/solar/solar_america/technology_pathway_partnerships_wkshp.html.

3) Solar America Initiative Goals

http://www1.eere.energy.gov/solar/solar_america/about.html

4) PV Solar Advisor Model

http://www.nrel.gov/analysis/sam/