

Exhibit A – Statement of Work
Cleaner, Greener Communities (CGC) Program, Phase II: Category 2
<Insert Project Name here>
CFA #####

Project Background

<Insert project background here>

Definitions

Contractor Team: At the beginning of the Project Period, the Contractor Team for this Agreement shall consist of the Contractor and its Subcontractors <insert Subcontractors here>. Any additional Subcontractors shall be identified and selected in accordance with Article V of this Agreement and shall be promptly communicated to the NYSERDA Project Manager. The Contractor shall have the sole responsibility for satisfactory completion of all Tasks and Deliverables outlined in this Agreement.

NYSERDA Project Manager: NYSERDA shall assign a staff member as the NYSERDA Project Manager, designated to oversee and serve as the main point of contact for the Contractor. The NYSERDA Project Manager shall review deliverables and provide direction to the Contractor in a streamlined fashion. The NYSERDA Project Manager shall be responsible for approving deliverables and ensuring compliance with this Statement of Work.

Cost Share: In kind or financial contributions by the Contractor, excluding grants or incentives from NYSERDA and other New York State agencies.

Performance Metrics: The standards of comparison, determined and documented as outlined in Exhibit F, NYSERDA shall use to: assess activities in the project, capture the extent of benefits delivered, and gauge performance of the project and of the CGC Program.

Deliverable Review Process

The Contractor shall submit all Deliverables outlined in this Agreement to the NYSERDA Project Manager once a Task is completed. The Contractor shall submit all Deliverables in Microsoft Word and PDF format (or other format as identified in the Tasks below). Within fifteen (15) business days of receipt of each Deliverable, the NYSERDA Project Manager shall provide comments to the Contractor or, if the Deliverable is acceptable, the NYSERDA Project Manager shall provide final approval. The Contractor shall prepare revisions to the Deliverable reflecting the NYSERDA Project Manager’s comments, and resubmit the revised Deliverable in Microsoft Word and PDF format (or other format as identified below), within fifteen (15) business days after receipt of these comments.

The NYSERDA Project Manager may provide additional comments and requests for information following receipt of the Contractor’s revisions. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall specify the additional amount of review time necessary up to fifteen (15) business days. All Deliverables shall not be considered final unless approved by NYSERDA in writing to the Contractor.

Tasks

The total NYSERDA award amount for all tasks shall not exceed \$[insert total NYSERDA contribution]. The Contractor shall be required to provide a cost share of \$[insert total Contractor cost share]. The total

project cost is **[\$insert total project cost]**. Any modifications to this amount shall be by mutual agreement. All cost overruns shall be the sole responsibility of the Contractor.

Regardless of any subcontracting arrangements, the Contractor is solely responsible for all tasks in this Statement of Work. The Contractor shall conduct all work as outlined in the following tasks:

Task 1: Contract Management

The Contractor shall be responsible for overall Contract management and coordination of all Tasks in this Agreement. Contract management activities shall include, but not be limited to, the following tasks:

Task 1.1: Draft Project Benefits Metrics Report

The Contractor shall prepare and submit a draft Project Benefits Metrics Report (PBMR) with proposed performance metrics and projected benefit values, including methods for data collection and calculations as described in Exhibit F.

Deliverable:

- 1.1 Draft PBMR

Task 1.2: Contract Management and Quarterly Progress Reports

The Contractor shall participate in conference calls and meetings as outlined below; prepare and submit quarterly reports as outlined below; coordinate and manage all Subcontractors; provide documentation and information as requested by NYSERDA for creation of press releases or case studies to showcase the success of the Tasks completed in this Agreement; and review all Deliverables prior to submission to the NYSERDA Project Manager. The Contractor shall submit quarterly progress reports within 30 days after the end of each quarter, in a template provided by NYSERDA. During each calendar year, quarter start and end dates are as follows: Quarter 1: January 1-March 31, Quarter 2: April 1-June 30, Quarter3: July 1-September 30, Quarter 4: October 1-December 31.

Conference Calls and Meetings: The Contractor shall participate with NYSERDA in monthly calls and face-to-face meetings as needed to gauge project status. NYSERDA shall schedule and conduct on an as-needed basis in-person visits, conference calls, or face-to-face meetings to verify project requirements and the completion of project milestones.

Each Contract Management and Quarterly Progress Report shall include:

- A summary of progress and accomplishments over the previous quarter, including a discussion of major tasks and deliverables completed in the prior quarter;
- Explanation of Contract management activities completed in the previous quarter with backup documentation including timesheets showing hours worked, hourly rate, staff person, and title;
- Explanation of current quarter’s activities and plans, including tasks and deliverables to be completed; and
- Discussion of any major issues or problems encountered during the prior quarter, deviations from schedule and budget and other issues related to the successful outcome of this Agreement.

If the Project timeline is extended past the end of the Project Period as specified in the Payment Schedule, the Contractor shall continue to submit quarterly reports but no additional payments shall be allocated for those deliverables.

Deliverables:

- 1.2A Contract Management and Quarterly Progress Report #1
- 1.2B Contract Management and Quarterly Progress Report #2

1.2C Contract Management and Quarterly Progress Report #3
[1.2n Contract Management and Quarterly Progress Report #n...]

Task 1.3: Final Report and Technology Transfer

The Contractor, in conjunction with the rest of the Contractor Team, shall prepare a comprehensive Final Report, in a template provided and limited to no more than 25 pages plus attached final products, which describes the work performed and the results associated with the tasks outlined in this Agreement.

To further NYSERDA's goal of transferring technology or knowledge amongst all NYS communities, the Contractor shall make all final project deliverables available for public use and agree to work with NYSERDA to promote the project throughout its implementation through NYSERDA's outreach outlets. The Contractor shall also honor any reasonable request made by NYSERDA to provide any additional information necessary to create a press release or case study showcasing this project.

Minimum Final Report Content:

- Table of Contents;
- Brief overview of CGC Program;
- Project overview and description;
- Summary of tasks completed;
- Narrative describing activities that took place;
- Summary of lessons learned;
- Table outlining tasks that received NYSERDA funding, total cost of tasks as implemented, and NYSERDA funding amounts;
- Appendices including:
 - Documentation outlined in Tasks 2 through 8 of this Statement of Work;
 - Names, contact information and roles for project participants; and
 - Performance Metrics – Include final PBMR as described in Exhibit F.

NYSERDA reserves the right to request additional analysis, clarification on certain tasks, or other content for inclusion in the draft or Final Reports.

*****Note below paragraph for M&V should only be included if project involves installation of equipment***

Measurement & Verification (M&V): The Contractor shall comply with reasonable requests made by NYSERDA to perform M&V activities on the [Project/Project Name] projects for a period of up to 10 years after completion. The costs of any M&V activities, aside from typical building operating costs and Contractor staff time incurred during the activities, shall be borne by NYSERDA. M&V activities initiated and covered by NYSERDA may include, but are not limited to, hiring a Professional Engineer to inspect or test equipment on the [Project/Project Name] project sites as well as costs of any [relevant examples e.g. any sub-metering equipment] borne by the Contractor for M&V activities may include, but are not limited to, staff time spent showing NYSERDA or its Contractor where relevant equipment is located or time spent gathering and drafting necessary documentation to demonstrate equipment performance.

Deliverable:

1.3 Final Report including the Final PBMR

Task 2.0: [Insert project-specific Tasks/Deliverables for all Tasks until Payment Schedule]

Deliverable:

2.0 Draft Document as outlined in Task 2 above

Payment Schedule

The Project milestones and schedule of payments is shown below. The budget table below represents the budgets as estimated at the start of the Project Period as defined in Item 4 on page 1 of this Agreement. The Contractor, as part of a quarterly reporting package, may request a change to the NYSERDA share of the budget per task. If a budget task reallocation request is made, the Contractor must ensure that the NYSERDA share as a percent of total project cost remains the same or decreases. The NYSERDA Project Manager is authorized to transfer up to 10% of the total NYSERDA share between tasks without requiring a contract modification. The NYSERDA Project Manager must provide a written approval or rejection of the request. Changes to the total NYSERDA share of cumulative budget changes that exceed 10% of the total NYSERDA share, and any changes of the total NYSERDA share of the budget, shall require a contract modification.

The Contractor shall submit invoices for payment of a completed milestone once the associated Deliverables are approved by the NYSERDA Project Manager as outlined in the Deliverable Review Process above. Invoices shall be submitted in a template provided by NYSERDA and as outlined in Article IV of the Agreement. NYSERDA funding, when combined with the Contractor’s cost-share, shall not exceed 100% of the cost of any milestone. NYSERDA is not responsible for any costs that are greater than the NYSERDA contribution not-to-exceed amount for each milestone.

The Contractor shall outline all cost-share amounts in invoices submitted to NYSERDA and shall provide the following documentation to support the NYSERDA contribution and cost share amount for each invoice:

- Capital Costs: Invoice supporting total capital costs incurred.
- Labor costs (in-kind or subcontracted): Breakout of the staff that worked on this milestone and the number of hours, multiplied times the hourly rate to get the total amount.
- Document Cash Contributions from non-NYS Source: with a signed letter of commitment from the contributing entity (i.e. Federal grant award). On the milestone payment requests, the Contractor shall note the amount of money provided by the private source that is being contributed to that task.

Milestone #	Deliverable Description	Due Date	NYSERDA Contribution Not to Exceed	Contractor Cost Share	Total Cost
1	Contract Management				
1.1	Draft PBMR	Q2 2016	\$0.00	\$0.00	\$0.00
1.2A	Contract Management and Quarterly Progress Report #1	Q2 2016	\$0.00	\$0.00	\$0.00
1.2B	Contract Management and Quarterly Progress Report #2	Q3 2016	\$0.00	\$0.00	\$0.00
1.2C	Contract Management and Quarterly Progress Report #3	Q4 2016	\$0.00	\$0.00	\$0.00

Milestone #	Deliverable Description	Due Date	NYSERDA Contribution Not to Exceed	Contractor Cost Share	Total Cost
1.2n	Contract Management and Quarterly Progress Report #n	Qn 201n	\$0.00	\$0.00	\$0.00
1.3	Final Report with Final PBMR	Qn 201n	\$0.00	\$0.00	\$0.00
	Total Task 1		\$0.00	\$0.00	\$0.00
2	[Insert project-specific Tasks and due dates]				
2.1A	Insert first project-specific Task	Qn 201n	\$0.00	\$0.00	\$0.00
	Total Task 2		\$0.00	\$0.00	\$0.00
	Total Program Budget		\$0.00	\$0.00	\$0.00