

Exhibit A - Statement of Work
Cleaner, Greener Communities (CGC) Program, Phase II: Category 3
Example Statement of Work for Communities Local Support Framework Preferred Project Type
CGC#####

Project Background

The NYSCP is New York State's new, unified approach to driving clean energy action and energy literacy in local governments and communities across the state. As an inter-agency effort administered by NYSERDA, the NYSCP will streamline municipal and community access to currently diffuse state energy programs, resources, and tools. The NYSCP will design and provide clean energy resources that resonate with local leaders based on i) the impact certain actions have on economic development, GHG emissions reductions, and energy cost savings, and ii) locally identified priorities and needs. The NYSCP and associated program components will be managed by a dedicated NYSERDA staff team working in close collaboration with the Governor's Office, the New York Power Authority (NYPA), the Department of Public Service (DPS) and the Department of Environmental Conservation (DEC) staff (the partner agencies).

The Contractor will represent and market the NYSCP and the program components included within the NYSCP. The Contractor will deploy Regional Support Contractors (RSCs) in the New York City and Long Island Economic Development Regions (as defined by Empire State Development) who will provide on-the-ground outreach and technical support to promote the value of energy efficiency, sustainable growth practices, clean energy technologies, and innovations using carefully constructed public-private partnerships. RSCs will work with local stakeholders including regionally or locally-based climate and energy consultants, constituency or community-based organizations, environmental or economic development agencies, or other organizations with strong relationships in the area to form strategic partnerships with local governments.

Main services to be provided include:

1. Increase participation in NYSCP related programs and initiatives.
2. Engage Local Partners that increase NYSCP's outreach and education in the Territory.
3. Assist communities with accessing other local, state and federal resources to assist in the execution of projects. Act as an ombudsman, assisting municipalities by facilitating introductions to community business development partners, investors or other agents of business growth and development.
4. Provide technical assistance and consulting services to communities undertaking advanced and high impact energy actions and projects. Examples of technical assistance services include:
 - a. Develop and customize existing templates, workbooks, checklists, and other guidance documents for communities to use to undertake activities and projects;
 - b. Meet with communities to assess clean energy progress to date and develop a plan prioritizing the next, most impactful step(s) or action(s);
 - c. Provide on-demand, but limited, technical support including, but not limited to, expert land use planning advice, assistance with basic energy efficiency and emissions calculations, explaining benefits of certain actions or projects in more detail.
5. Assist communities with becoming Climate Smart Communities (CSCs) and with CSC Program Certification.
6. Conduct consumer marketing and education about NYSCP programs to educate community leaders, business owners, and the general public on the benefits of energy efficiency and renewable resources.
7. Reporting and data management.

Definitions

Contractor Team: At the beginning of the Project Period, the Contractor Team for this Agreement shall consist of the Contractor and the following Subcontractors. The Contractor shall not change Subcontractors without NYSERDA approval.

1. XYZ Consulting, PC
2. ABC Engineers, LLC
3. Regional Planning & Development Board

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 reserves the right to terminate this Agreement if the Contractor, its Regional Support Contractors (RSCs), and/or subcontractor(s) fail to satisfactorily perform the tasks and deliverables outlined herein. Note: If this Agreement is terminated for cause or not renewed, NYSERDA will have the right to directly contract with the RSCs and other Subcontractors or to have other contractors enter such agreements. See Section 12.02(c) of this Agreement.

Regional Support Contractors: Regional Support Contractors (RSCs) are locally-based representatives hired or subcontracted by Contractor to perform tasks defined in this Statement of Work (SOW). The Contractor shall hire and deploy as RSCs, appropriately skilled personnel, as agreed to by, and in consultation with, the NYSERDA Project Manager. RSCs must live or work full time within the region they serve. All RSCs are expected to be identified and hired within 30 days of contract execution or a RSC vacancy. The Contractor shall assign RSCs at the minimum staffing levels indicated in Table 1.

Table 1:

REGION	MINIMUM # OF RSCs	MINIMUM FULL-TIME RSC
New York City Region	3.5	3
Long Island Region	1.5	1

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 \$3,000,000.00. The Contractor shall be required to provide a cost share of \$1,000,000.00. The total project cost is \$4,000,000.00. 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 1.0: 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 Monthly Progress Reports

The Contractor shall participate in conference calls and meetings as outlined below; prepare and submit monthly 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 monthly progress reports within 25 days after the end of each calendar month, in a template provided by NYSERDA.

The Contractor shall complete the following activities for Contract Management.

- Prepare and submit one invoice utilizing the Contractor Pricing Proposal Form (CPPF) which includes regional breakdowns and all necessary backup documentation by the 15th day of the month, for the preceding month's expenditures.
- Provide oversight of the schedule, resources, budgets, and program outcomes for all RSCs including subcontractors.
- Report any significant events, program feedback, or issues to the NYSERDA Project Manager.
- Meet with the NYSERDA Project Manager on a regular basis as required by NYSERDA.

- Establish a regular schedule of meetings and meet regularly with the RSCs and the NYSERDA Project Manager.
- Review monthly progress reports as outlined under Task 10.0 from the RSCs and ensure the reporting is satisfactory before including in the Contract Management and Monthly Progress Report for submission to the NYSERDA Project Manager.
- Ensure RSCs are appropriately trained and attend all required training.

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 conference calls or face-to-face meetings to verify project requirements and the completion of project milestones.

Each Contract Management and Monthly Progress Report shall include the following components.

- A summary of progress and accomplishments over the previous month, including a discussion of major tasks and deliverables completed in the prior month;
- Explanation of Contract management activities completed in the previous month with backup documentation including timesheets showing hours worked, hourly rate, staff person, and title;
- Explanation of current month's activities and plans, including tasks and deliverables to be completed;
- Discussion of any major issues or problems encountered during the prior month, deviations from schedule and budget and other issues related to the successful outcome of this Agreement; and
- All required monthly activity data, metrics, and RSC activity monthly reporting as outlined under Task 10.0 below.

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:

1.2 Contract Management and Monthly Progress Reports as outlined under Task 1.2 above

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.

Deliverable:

1.3 Final Report including the Final PBMR

Task 2.0: Management Plan

The Contractor shall submit a Management Plan that identifies all entities/team members collaborating in the proposal, including the names of the Contract Manager and RSCs who will be responsible for the success of the project. The Contractor shall provide resumes and a clear description of the roles and responsibilities of each key person in completing the Statement of Work. The Management Plan shall include the following components.

- Provide an organizational chart for the team.
- Describe your organization’s qualifications to execute this program.
- Explain how coordination with the NYSERDA Project Manager, other independent contractors to NYSERDA, and strategic partners in the Region(s) will be accomplished.
- If RSCs have not been identified in the original application, please provide a description of the approach for hiring and for each selected RSC provide resumes, professional qualifications, job requirements, evaluation methods, and geographic coverage area. The Contractor shall also include a written assessment of the familiarity of each proposed RSC with NYSCP and other New York State and Federal opportunities and programs, as well as a summary of and proposed schedule for the trainings that will address any apparent deficiencies identified in the assessment. These documents will be provided to the NYSERDA Project Manager as a part of the consultation process.

Contractor changes to RSC positions and personnel are subject to NYSERDA’s approval. NYSERDA reserves the right to adjust RSC staffing and funding levels within each Region as it deems necessary. NYSERDA holds the Contractor solely responsible for RSC performance. If NYSERDA finds a RSC’s performance unsatisfactory, on the grounds of non-performance, poor representation, or any other reason related to NYSCP program outcomes, NYSERDA will notify Contractor of its concerns and the Parties will work to resolve RSC performance issues in an expeditious manner; resolution may include replacement of the RSC with an individual(s) acceptable to NYSERDA and Contractor.

Deliverable:

2.0 Management Plan as outlined in Task 2.0 above.

Task 3.0: Outreach and Technical Assistance Plan

The Contractor shall prepare an Outreach and Technical Assistance Plan by Region annually detailing outreach and technical assistance strategies, project activities, and regional goals that outline RSC strategies for achieving the goals and deliverables outlined in this Statement of Work. Activities to be addressed in the Outreach Plan shall include, but are not limited to the following.

- Local and regional partnerships

- Regional Economic Development Council (REDC) activities
- Public events and presentations
- Marketing
- Technical assistance to be provided to local governments
- End users targets
- Estimated NYSCP achievements

The Outreach and Technical Assistance Plan shall be approved by the NYSERDA Project Manager prior to being implemented under this Agreement. In conjunction with the approved Outreach and Technical Assistance Plan, the Contractor shall work with the NYSERDA Project Manager to establish reasonable benchmarks and goals for each of the RSC activities under the Outreach Plan. The following goals shall be included as minimum requirements in the Outreach and Technical Assistance Plan.

- Number of communities certified under the Climate Smart Communities Certification Program (at least 2 communities per year).
- Number of ongoing local networks created with existing regional and local organizations. This must involve setting up ongoing local networks, such as Sustainable Westchester, to eventually support New York State’s clean energy goals in the future (at least 3 ongoing local networks set up by the end of the Project Period).
- Number of partnerships created with local and regional organizations such as chambers of commerce, business development agencies, and other public or private entities that focus on energy, economic development or entrepreneurship/business development. Partnerships must include completing at least one joint project or initiative (at least 10 per year).
- Number of communities provided with direct technical assistance, enabling communities to complete distinct clean energy activities, CSC Actions, or projects (at least 25 activities, projects, or CSC Actions per year).
- Number of communities assisted with applying to other applicable clean energy programs - State, Federal, Utility, or other (at least 50 successful applications, including non-competitive opportunities, per year).

Deliverable:

3.0 Annual Outreach and Technical Assistance Plans as outlined in Task 3.0 above.

Task 4.0: Engage Local Partners that Increase NYSCP’s Outreach and Education Regions

The Contractor shall work with its RSCs to expand and engage partnerships with local stakeholder organizations (“Local Partners”) to increase the market penetration across all Regions, including any perceived underserved or unrepresented populations. Local Partners shall include, but are not limited to, economic development agencies; chambers of commerce; business development agencies; industrial development agencies; regional planning boards; technology development organizations; trade groups; environmental advocacy or outreach organizations; municipalities; business incubators; college and university centers of excellence; not for profits; utilities, and other public or private entities that focus on energy, economic development or entrepreneurship/business development. Through the use of Partnerships, the Contractor and RSCs shall increase the dissemination of program opportunity information to a wider audience, resulting in increased enrollment in NYSCP programs.

The Contractor and its RSCs shall work with these Local Partners to complete the following activities.

- Align efforts to help set up ongoing local networks to eventually support New York State’s clean energy goals in the future with limited or no state funding.
- Identify potential NYSERDA applicants, making project referrals to the RSC(s).
- Conduct meetings with end users.
- Cooperate in setting up events.

- Market to the Local Partner’s constituency base (such as a newsletter articles, email blasts, web links, etc).

The Contractor shall provide guidance to the RSCs on developing and engaging a broad network of Local Partners. RSC(s) shall partner with diverse stakeholders to ensure outreach into all market sectors, including but not limited to both business and residential outreach. RSCs shall encourage the development and implementation of local energy projects by serving as a resource for any group interested in developing a project or event that ultimately educates, promotes or develops energy efficiency or renewable energy or the research and development of new clean and renewable or efficient energy technologies. RSCs shall log all daily and Local Partner activities into a NYSERDA-approved, web-based Customer Relationship Management (CRM) database, including schedule of partner meetings, minutes, projects discussed, and any action items. RSCs shall plan and convene regularly scheduled meetings with partners and NYSERDA contractors to identify and discuss potential NYSERDA projects, and to align outreach strategies.

Deliverables:

4.0 Log all RSC and Local Partner activities as outlined in Task 4.0 above.

Task 5.0: Direct Customers to and Increase Participation in NYSCP Programs and to Other External Resources and Opportunities

The Contractor and its RSCs shall creatively and actively market all NYSCP programs, solicitations, and events, as well as other State and Federal program opportunities, within its Regions in an effort to educate community leaders, business owners and developers, entrepreneurs and the general public on the benefits of energy efficiency and renewable resources. The success of these marketing efforts shall be measured by increased enrollment in NYSCP programs.

The Contractor shall ensure the RSCs act as ombudsmen on behalf of NYSERDA and the NYSCP Program, assisting municipalities by facilitating introductions to community business development partners, investors or other agents of business growth and development. The Contractor shall ensure the RSCs coordinate outreach efforts and leads, as necessary, with other NYSCP contractors as directed by the NYSERDA Project Manager. The Contractor shall document and provide leads and referrals of potential projects to the NYSCP programs and other NYSCP contractors.

Deliverables:

5.0 Documentation of all leads for projects in the NYSCP and other State and Federal programs as outlined in Task 5.0 above.

Task 6.0: Technical Assistance and Consulting Services to Communities

The Contractor shall work with its RSCs to provide technical assistance to communities seeking to complete community-based activities and projects. These technical assistance services shall include, but not be limited to:

- Develop and customize existing templates, workbooks, checklists, and other guidance documents for communities to use to undertake activities and projects;
- Partner with local colleges and universities to provide technical support in the form of student internships or classes designed to help neighboring communities implement projects;
- Meet with communities to assess clean energy progress to date and develop a plan prioritizing the next, most impactful step(s) or action(s);

- Identify, and connect communities with, relevant grant or other assistance opportunities, including helping communities to understand the requirements and application submittal processes; and
- Provide on-demand, but limited, technical support including, but not limited to, expert land use planning advice, assistance with basic energy efficiency and emissions calculations, explaining benefits of certain actions or projects in more detail.

Examples of activities and projects for which RSCs may provide technical assistance to communities shall include, but are not limited to:

- Government and/or community greenhouse gas inventories
- Climate action plans
- LED streetlight conversions
- Adopting a vehicle fleet efficiency policy
- Establishing green building codes or renewable energy ordinances, such as the NYS Unified Solar Permit
- Conducting audits of municipal buildings
- Upgrading wastewater treatment facilities
- Incorporating smart growth principles into land-use policies and regulations
- Updating multi-hazard mitigation plans
- Creating or supporting a local energy reduction campaign or challenge

RSCs shall log all technical assistance activities into the CRM database and provide copies of all newly created and customized templates, workbooks, checklists, and other guidance documents. The Contractor shall work with the NYSERDA Project Manager to ensure these guidance documents are made public for use by other NYSCP contractors and by communities across New York State.

Deliverables:

- 6.0** Log all technical assistance activities and copies of newly created or customized guidance documents as outlined in Task 6.0 above.

Task 7.0: Assist communities with becoming Climate Smart Communities (CSCs) and with CSC Program Certification

The Contractor shall work with its RSCs to complete the following activities to assist communities with becoming CSCs and with becoming certified CSCs.

- Schedule seminars, make cold calls, and solicit referrals for recruiting CSCs.
- Coordinate with the NYSERDA Project Manager to obtain support for recruitment seminars as needed to ensure program questions can be adequately addressed. During recruitment activities, the Contractor shall sign up potential CSCs for scheduled training, make recruitment presentations to legislative bodies and organizations of local officials and stakeholders, facilitate the passage of CSC resolutions, distribute program partnership packages, and otherwise assist in bringing potential CSCs to a point of active participation.
- Maintain lists of current CSCs in its Region and work to increase the number of pledges throughout its region, encouraging local governments to commit to active engagement in CSC projects and to share resources on the local level.
- Request and maintain copies of local government CSC resolutions passed in their regions during the contract term and shall submit copies of such agreements to the New York State Department of Environmental Conservation (NYS DEC) Office of Climate Change.
- Assist communities (approximately two communities per year) with becoming certified Climate Smart Communities. This assistance shall include, but not be limited to, review documentation

for compliance with certification requirements, answering questions about certification requirements, and troubleshooting compliance issues.

The Contractor shall log all CSC related activities into the CRM database and provide copies of resolutions passed by CSCs to the NYS DEC Office of Climate Change as outlined above.

Deliverables

7.0 Log all CSC related activities into the CRM database and copies of resolutions passed by CSCs to the NYS DEC Office of Climate Change as outlined in Task 7.0 above.

Task 8.0: Support the efforts of the Regional Economic Development Councils as directed by the NYSERDA Project Manager

Regional Economic Development Council (REDC) membership is composed of leaders from the private sector, local governments, state agencies and academic institutions. The REDCs were empowered by the Governor to develop and invest in their own strategies for job creation and business growth. NYSERDA is working with each REDC as the REDC defines and implements its strategic plan. As directed by NYSERDA, the Contractor will assign RSCs to serve as liaisons to REDCs as well as to provide support to the NYSERDA Project Manager on REDC initiatives and projects.

The Contractor shall complete the following activities as directed by the NYSERDA Project Manager:

- Ensure that the RSCs are knowledgeable regarding the REDC’s Strategic and Implementation Plans and identify NYSERDA project opportunities. Information on the Regional Economic Development Councils is available at www.regionalcouncils.ny.gov.
- Ensure that RSCs focus their outreach efforts on energy projects that are most important to the community and/or on Priority Projects identified by the REDCs.
- Provide services to ensure NYSCP opportunities are part of REDC development discussions related to identifying and assessing prospective projects for NYSCP program applications.
- Identify and provide a list of all RSC staff to attend REDC meetings or working groups as requested by NYSERDA Project Manager.
- Facilitate education and training opportunities as necessary to REDC-related constituents, partners and end-user customers.
- Identify and solicit NYSCP opportunities for existing or proposed priority projects within each region. Submit and report progress monthly.
- Log any REDC and/or priority project activities daily on the CRM database and report on a monthly basis RSC progress towards meeting regional goals.
- Log outreach activities daily into the CRM database; maintain a list, including contact information of REDC Priority and other projects that have the potential to participate in NYSCP Opportunities.
- Maintain a calendar of REDC meetings, including work groups, public information forums, etc.
- Assist potential NYSCP customers in completing applications as needed; or provide guidance on NYSCP’s and other State or Federal competitive programs and process.
- Participate in REDC working groups and attend REDC meetings as necessary and provide REDC meeting minutes to the NYSERDA Project Manager.
- Follow up on REDC and NYSERDA-directed customer leads and inquiries.

Deliverables:

8.0 Documentation of all REDC activities including log of REDC activities into CRM database and monthly report as outlined in Task 8.0 above.

Task 9.0: Marketing and Consumer Education

The Contractor shall direct the RSCs to participate in consumer marketing and education about NYSCP Opportunities in an effort to educate community leaders, business and home owners, REDC members, partners, and the public on the benefits of energy efficiency and renewable resources. The Contractor and its RSCs shall identify and participate in targeted events as necessary and as approved by the NYSERDA Project Manager. The Contractor shall identify and submit a proposed list of marketing and community education events for potential RSC participation. The Contractor shall ensure that marketing, event, and media efforts are aligned and coordinated with NYSERDA and the NYSCP's brand messaging. RSCs will be provided online access for ordering NYSERDA-approved materials. The Contractor shall ensure the RSCs use existing NYSERDA and NYSCP marketing materials and templates to the fullest extent possible including email, presentations, print ads and other media as these templates relate to outreach efforts. The Contractor shall ensure the RSCs use, as necessary, any tablecloths, banners, light meters or other equipment provided by NYSERDA to promote its programs or related opportunities. The Contractor must return all equipment provided at the end of the current contract or as requested by NYSERDA.

The Contractor shall develop visibility for the NYSCP through promotion such as: website exposure, news publications, target letters, email blasts, electronic and standard newsletters, media events, etc. as coordinated with and approved by NYSERDA. The Contractor shall ensure the RSCs recommend the development of new marketing materials, including, but not limited to: articles, case studies, posters, advertisements, etc. to increase the awareness and understanding of energy topics, and NYSCP within its Region. The Contractor shall submit a draft of any new marketing materials, including those proposed to be developed for mass printing, and presentations, to the NYSERDA Project Manager no less than **three weeks** prior to the publication/print date for approval. It is possible that some of the materials may lead to the creation of new templates approved by NYSERDA's marketing unit. Any new materials are subject to NYSERDA Project Manager's approval prior to creation and distribution including the use of NYSERDA and NYSCP logos. The Contractor shall log all events into the CRM database.

Deliverables:

9.0 List and log of events and all new marketing materials as outlined in Task 9.0 above.

Task 10.0: Reporting and Data Management

The Contractor shall measure NYSCP Program success and track RSC activities to evaluate the effectiveness of the program. The Contractor will collect metrics, as defined by the NYSERDA Project Manager, including project follow-up from introduction to application. It may be necessary for the Contractor to maintain and input data to several tracking systems. The Contractor will report metrics on a monthly basis or as requested by NYSERDA. The Contractor shall provide a Final Report prior to conclusion of the contracted period to the NYSERDA Project Manager as outlined in Task 1.3 above.

The Contractor shall keep the NYSERDA Project Manager up-to-date on projects and progress toward regional goals. The Contractor shall work with its RSCs to provide a monthly narrative and project metrics to the NYSERDA Project Manager via an approved data management system that includes, but is not limited to the following metrics:

- REDC activities
- Customer/project tracking
- Partner activities
- Calendar of events, presentations, and meetings
- Media or marketing efforts
- Upcoming activities and monthly highlights

- Progress towards all regional goals as outlined in the Outreach and Technical Assistance Plan under Task 3.0

The Contractor shall review all contract expenditures by itself, its subcontractors, and its RSCs, for accuracy and completeness and submit an invoice on a monthly basis for the Regions. The Contractor's invoicing shall include regional breakdowns, provide all necessary backup documentation, and be submitted on a monthly basis using the Contractor Pricing Proposal Form (CPPF). Invoices are due to NYSERDA no later than the 15th of the month for the preceding month's expenses.

The Contractor and its RSCs shall utilize a NYSERDA-approved, web-based CRM database maintained by the Contractor to track all customer interactions on a daily basis including providing narratives to document ongoing projects. The Contractor shall ensure RSCs report all monthly activity into the CRM system for review and compilation by the Contractor no later than the 5th day of the following month. The Contractor shall be required to provide a final monthly report to NYSERDA for the preceding month's activities by the 10th day of the month.

Deliverables:

10.0 Entering of metrics into database, monthly invoices, and monthly reports as outlined in Task 10.0 above.

Payment Schedule

The Project tasks, schedule, and associated fees are shown below in the High Level Project Summary and the Detailed Task Schedule. The Contractor shall submit invoices for costs incurred using the CPPF and as outlined in Article IV of the Agreement. NYSERDA is not responsible for any costs that are greater than the NYSERDA contribution not-to-exceed amount for the Agreement.

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 payment requests, the Contractor shall note the amount of money provided by the private source that is being contributed to that task.

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.

High Level Project Summary

Task #	Deliverable Description	Due Date	NYSERDA Contribution			Contractor Cost Share	Total Cost
			Base Payment (90%)	Retained Until Project Completion (10%)	Total Not to Exceed		
1	Contract Management	Q2 2016-Q1 2019					
2	Management Plan	Q2 2016-Q1 2019					
3	Outreach and Technical Assistance Plan	Q2 2016-Q1 2019					
4	Engage Local Partners that Increase NYSCP's Outreach and Education Regions	Q2 2016-Q1 2019					
5	Direct Customers to and Increase Participation in NYSCP Programs and to Other External Resources and Opportunities	Q2 2016-Q1 2019					
6	Technical Assistance and Consulting Services to Communities	Q2 2016-Q1 2019					
7	Assist communities with becoming Climate Smart Communities (CSCs) and with CSC Program Certification	Q2 2016-Q1 2019					
8	Support the efforts of the Regional Economic	Q2 2016-Q1 2019					

Task #	Deliverable Description	Due Date	NYSERDA Contribution			Contractor Cost Share	Total Cost
			Base Payment (90%)	Retained Until Project Completion (10%)	Total Not to Exceed		
	Development Councils as directed by the NYSERDA Project Manager						
9	Marketing and Consumer Education	Q2 2016-Q1 2019					
10	Reporting and Data Management	Q2 2016-Q1 2019					
	Total Program Budget		\$2,700,000	\$300,000	\$3,000,000	\$1,000,000	\$4,000,000
	Retainage: Payable upon completion of all Tasks		\$0.00	\$300,000	\$300,000	\$0.00	\$300,000

Detailed Task Schedule

Project Task	Q1/ Y 1	Q2/ Y 1	Q3/ Y 1	Q4/ Y 1	Q1/ Y 2	Q2/ Y 2	Q3/ Y 2	Q4/ Y 2	Q1/ Y 3	Q2/ Y 3	Q3/ Y 3	Q4/ Y 3
Contract Executed												
Task 1												
Task 2												
Task 3												
Task 4												
Task 5												
Task 6												
Task 7												
Task 8												
Task 9												
Task 10												