



**EXHIBIT A
STATEMENT OF WORK**

Project Title

Contractor

Project Number _____

BACKGROUND/OBJECTIVES

(PROVIDE A BRIEF DESCRIPTION OF THE PROJECT. THIS SHOULD BE NO MORE THAN A TWO PARAGRAPH DESCRIPTION THAT PROVIDES A BACKGROUND OF THE PROBLEM, AS WELL AS HOW THE CONTRACTOR INTENDS TO SOLVE THE PROBLEM. KEEP IN MIND THAT THE CONTRACT SHOULD “STAND ON ITS OWN”, I.E. ANYONE SHOULD BE ABLE TO PICK IT UP AND FIGURE OUT WHAT IS GOING ON.)

DEFINITIONS

(Define any acronyms or uncommon words/phrases/technical terms to be used in the SOW)

The Contractor is defined as:

Company Name

PI Name

Street Address

City, State Zip code

Email/Phone/Fax

The Project Site(s) is/are defined as:

Site Name

Site Street Address

City, State Zip code

Subcontractor(s) is/are defined as:

Subcontractor name

Subcontractor street address

City, State Zip code

TASK 0 - PROJECT MANAGEMENT AND PROGRESS REPORTING

Responsibility

Regardless of subcontracting arrangements, the Contractor shall be responsible for the timely completion of all the tasks in the Statement of Work per the schedule included herein. The Contractor shall provide all project management activities necessary for the performance of this Statement of Work, as per attached *milestone schedule/budget*, which shall include the following activities:

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

Subcontract(s)

The Contractor shall enter into an agreement with (*name subcontractor*) to perform work in the area of (*include subcontractor area of responsibility*).

(Repeat identification of additional subcontractor agreements as needed under this contract.)

At NYSERDA's request, the Contractor shall submit a copy of the above agreement(s) to NYSERDA's Project Manager.

Progress Reporting

The Contractor shall submit **periodic** progress reports, no less frequently than quarterly, to NYSERDA's Project Manager no later than the 15th of the month following each reporting period.

The Progress Reports shall include information on the following subjects in the order indicated, with appropriate explanation and discussion:

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

Deliverables: Written Periodic Progress Reports.

Project Kick-off Meeting

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

Deliverable: A brief report regarding the project kickoff meeting.

Project Completion Meeting

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

Deliverable: A brief report regarding the project completion meeting.

Annual metrics reports

On an annual basis, the Contractor shall submit, to NYSERDA's Project Manager, a prepared analysis and summary of metrics addressing the anticipated energy, environmental and economic benefits that are realized by the project. All estimates shall reference credible sources and estimating procedures, and all assumptions shall be documented. Reporting shall commence the first calendar year after the contract was executed. Reports shall be submitted by January 31st for the previous calendar year's activities (i.e. reporting period). The Contractor shall provide metrics in accordance with the attached Metrics Reporting Guide.

Task 1-Title

Identify Task and Expected Deliverable for said task. The tasks should:

- *Be worded using action phrases, and should always start with "The Contractor shall..."*
- *Tasks should be worded so it is clear what the Contractor is required to do.*
- *If the Contractor is working with a subcontractor, it should say which one, specifically (unless there is only one, or all of them, in which case 'Subcontractor' or Subcontractor's, respectively, is acceptable.)*
- *Avoid using phrases like 'etc,' or 'including, but not limited to;' these phrase are ambiguous and hard to enforce.*
- *Tasks should be linear, so later tasks build on earlier tasks, and earlier tasks inform work being completed later on, as much as possible.*
- *When referring to previous tasks, it should be worded as "...the work/report/system/method approved in Task X."*

Task 1 Deliverable- This should be directly tied to the work completed in the Task. Most, if not all Tasks, should have a deliverable, except in special circumstances.

- *Deliverables should be a tangible item: a report, a presentation, pictures, purchase orders or bills of lading.*
- *Deliverables should not be something not asked for the in the Task, and work completed in the Task should be reported on in the deliverable.*

Task 1 Schedule- Every Task should have a timeframe from the Effective Date that the work is expected to be completed in. This can be divided up task by task or included as a separate attachment.

(Repeat Identification of task and deliverable as often as needed under this contract.)

Task X - Final Report

Upon completion of the contract period, the Contractor shall prepare a non-proprietary/non-confidential Final Report covering all aspects of the work performed under this Agreement; the report shall include information on the following subjects:

- Discussions of the observations and findings and recommendations, if any, from all tasks, and avenues for further improvements, as appropriate;
- Discussions of the project results and lessons learned regarding configuration, capabilities, and benefits of the project; and
- Environmental, and economic benefits, and implementation scenarios associated with such.

Draft Version and Final Version of Final Report: A draft version of the Final Report shall be submitted to NYSERDA's Project Manager no later than the date specified in the Milestone Schedule of the NYSERDA Agreement for this task. NYSERDA will comment on the draft version within 60 working days after receipt of such draft. Within 30 working days after receipt of NYSERDA's comments, the Contractor shall prepare a final version of the report reflecting therein careful consideration of NYSERDA's comments to the satisfaction of NYSERDA, and submit two (2) paper copies and one (1) electronic copy of the final version of the Final Report.

Deliverables: A draft version of the Final Report.
A final version of the Final Report.

To be included on Demonstration Contracts under Task 0:

Site Agreement

The Contractor shall prepare and execute a site agreement with the Host Site prior to beginning the Work. The site agreement shall include terms for monitoring the (*insert technology to be demonstrated*) at the Host Site. The site agreement shall include terms to allow, upon reasonable advance notice, NYSERDA's Project Manager and his/her invited guests to visit the Host Site to inspect the (*insert technology to be demonstrated*) and to witness operations. Invited guests may include other NYSERDA personnel, New York State agency representatives, and other stakeholders. The site agreement terms shall also specify as a minimum: (1) cost share contributions; (2) description and duration of the monitoring; (3) descriptions of any modifications required to the Host Site for monitoring the (*insert technology to be demonstrated*); (4) access to the demonstration site for installing, inspecting, and servicing the (*insert technology to be demonstrated*) by the Contractor and its agents; (5) insurance; (6) equipment removal; (7) indemnification and (8) site restoration. The site agreement shall be executed with an entity having the authority to commit the Host Site. A copy of the executed site agreement shall be furnished to NYSERDA for NYSERDA's records.

For projects that will incorporate a Go/No-Go requirement, some suggested language:

Go/No-Go Evaluation: The Contractor shall not proceed with the remaining tasks until the (*provide the deficiency to be addressed i.e. technical data, market study, test plan, economic study, etc*) has been



approved by (*name the appropriate project participant(s), customer(s), stakeholder(s), NYSERDA*). The Contractor must document (*name the project participants, customer, stakeholder*) acceptance of the (*name the solution to the deficiency*) and present such documentation to the NYSERDA Project Manager for approval. NYSERDA reserves the option to not proceed beyond this point and terminate the project if NYSERDA's Project Manager determines that the (*name the solution to the deficiency*) is not acceptable to (*name the appropriate project participant(s), customer(s), stakeholder(s), NYSERDA*). If the decision is made to terminate the project, the Contractor shall provide a Final Report, documenting the project results and lessons learned during Task (*###'s*).

If the decision is made to continue with the project, the Contractor shall proceed to Task (*next task #*).

For projects that incorporate phases (ex. when a project budget exceeds \$500K, it triggers Phases and the contractor is required to phase their SOW's) with a review between phases, some suggested language at the phase transition points:

In order to progress to Phase 2, the Contractor must demonstrate substantial progress toward meeting Phase 1 objectives. If substantial progress is not made, the Contractor shall provide the reason(s) for not meeting the objectives and an assessment of achieving success in Phase 2 (if not well defined in the SOW, Contractor provides a Phase 2 work plan). In order to evaluate progress, the Contractor shall submit to NYSERDA's Project Manager a draft Phase 1 Completion Report, and the Contractor shall hold a Phase 1 Review Meeting with NYSERDA's Project Manager. The Contractor shall not proceed with Phase 2 work until it has received written approval from NYSERDA's Project Manager.