

**Attachment C – Demonstration Statement of Work Template**

**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. The description should be written such that a lay person could read it and understand what the project will accomplish.)*

**DEFINITIONS**

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

**The Contractor** is defined as:

Company Name  
Contact 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 *schedule/budget*, which shall include the following activities:

- Coordinate the work of the Contractor's employees and those of sub-contractors 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.

#### Subcontracts

The Contractor shall enter into a Subcontract with \_\_\_\_\_ [name] to \_\_\_\_\_ [briefly describe the work the Subcontractor will do/the role it will play in the project.]  
*[Add a similar paragraph for each Subcontractor.]*

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

#### Data Security.

*For agreements where the Contractor will be managing NYSERDA data outside of NYSERDA's systems, and that data has been classified as Moderate or High, one of the following two clauses must be included:*

##### **[High Rating]**

The data managed under this Agreement has been determined to have a High rating as per the Information Asset Identification Worksheet found in the New York State Information Classification Policy (NYS-S14-002). Accordingly, Contractor shall comply with the requirements below for managing NYSERDA's data outside NYSERDA's systems with a High rating <https://its.ny.gov/document/information-classification-standard>:

Maintain up-to-date SOC 2 Type 2 Assessment Report and provide to NYSERDA upon request

- Maintain Cyber Security Insurance in the amount noted in Article XI of Exhibit B of this Agreement
- Provide a signed self-attestation on an annual basis for multiyear contracts

**[OR]**

##### **[Moderate Rating]**

The data managed under this Agreement has been determined to have a Moderate rating as per the Information Asset Identification Worksheet found in the New York State Information Classification Policy (NYS-S14-002). Accordingly, Contractor shall comply with the requirements below for managing NYSERDA's data outside NYSERDA's systems with a Moderate rating <https://its.ny.gov/document/information-classification-standard>:

- Maintain Cyber Security Insurance in the amount noted in Article XI of Exhibit B of this Agreement
- Provide a signed self-attestation on an annual basis for multiyear contracts

#### Project Kick-off Meeting

The Contractor shall hold a project kick-off meeting within thirty (30) 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 develop and submit a brief report summarizing the issues discussed and decisions made, if any, during this meeting.

#### Measurement, Evaluation, and Learning (MEL) Kickoff Meeting

The Contractor shall meet with Opinion Dynamics (NYSERDA's measurement, evaluation and learning support contractor), within sixty (60) days of the contract execution date and annually thereafter, at minimum, to establish and update data collection plans and to confirm roles and responsibilities for data collection, validation, analysis, and reporting (all of which shall be specified in the Measurement, Evaluation and Learning Plan discussed below). This coordination will help NYSEERDA assess quantitative and qualitative key performance indicators and outcomes across all Clean Mobility Program (CMP) demonstration projects. Within thirty (30) days, the Contractor shall develop and submit a brief report summarizing the discussion and decisions made, if any, during this initial meeting.

#### Community Engagement Kickoff Meeting

The Contractor shall meet with Eastern Research Group and Equitable Cities, (NYSERDA's community engagement support contractors) within sixty (60) days of the contract execution date and annually thereafter, at minimum, to establish and update a Community Engagement Plan (specified in the Community Engagement Plan task discussed below). Within thirty (30) days, the Contractor shall develop and submit a brief report summarizing the discussion and decisions made, if any, during this meeting.

#### Progress Reporting

The Contractor shall submit **periodic** progress reports, no less frequently than quarterly, to NYSEERDA'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.

#### Annual Metrics Reports

On an annual basis, the Contractor shall submit, to NYSEERDA'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 a web-based form, which will be distributed by NYSERDA.

### **Task 0 Deliverables**

- 0.1 Summary report of the Project Kickoff Meeting
- 0.2 Summary report of the MEL Kickoff Meeting
- 0.3 Summary report of the Community Engagement Kickoff Meeting
- 0.4 Periodic progress reports
- 0.5 Screenshot of submitted annual NYSERDA metrics reports via web-based form

*INSTRUCTIONS: For the remaining tasks, indicate in active language (i.e., The Contractor shall...) what will be accomplished by Task using headings of your choosing, as consistent with your proposal. For each Task identify key deliverables where appropriate. List and provide the task numbers for each deliverable in the SCHEDULE AND BUDGET section.*

### **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.) The Contractor should word the subcontractor's work as "The Contractor shall direct Subcontractor X to..."*
- *Avoid using phrases like 'etc,' or 'including, but not limited to;' these phrases 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."*

### **Measurement, Evaluation, and Learning Plan (MEL Plan)**

The Contractor shall, in coordination with NYSERDA's Support Contractor, create a Measurement, Evaluation, and Learning (MEL) Plan that establishes key performance indicators (KPI), documents data collection methods, frequency of data collection, and data transfer and storage protocols. Sample KPIs may include: *[Edit the following list as applicable to your project]*

- Utilization— For example, number of riders and rides provided, average trip distance.
- Emissions reductions—Annual reduction in greenhouse gas, criteria pollutants, and/or particulate matter.
- Community engagement—Community involvement in project planning, design and implementation measured by the quantity, quality, and equity of community engagement activities.
- Job creation and workforce development—Impact on local employment—that is, full- or part-time direct hires as a result of project implementation or indirect hires that result from project activities. Additionally, as a result of project activities, the community may benefit from increased job placement or training services.

The Contractor shall comply with the data collection protocols provided by NYSERDA and/or its Support Contractor that outline data fields, data formats, acceptable values, and other data to be tracked and shared so that NYSERDA and/or its Support Contractor can estimate agreed upon KPIs. To support these efforts, NYSERDA and/or its Support Contractor shall work with the Contractor to identify KPIs to track, and will provide the Contractor with a template that lists and defines the data elements that the Contractor should collect and share with NYSERDA and/or its Support Contractor.

#### Community Engagement Plan (CE Plan)

The Contractor shall develop a Community Engagement Plan identifying planned community engagement activities, how community engagement will be documented and details about the types of progress-related information the Contractor plans to share with the community and the frequency of information sharing. The Contractor shall submit the Community Engagement Plan to NYSERDA and/or its Support Contractor(s) for review and comment and shall then submit to NYSERDA for approval a revised Community Engagement Plan.

#### **Task 1 Deliverable**

- 1.X Measurement, Evaluation, and Learning Plan (MEL Plan)
- 1.X Community Engagement Plan (CE Plan)
- *Insert other deliverables, as applicable. 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 be explicitly asked for 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 in the Schedule section below as a separate table showing all tasks.*

*(Repeat other tasks and deliverables as needed under this statement of work.)*

#### **Task X – Site Agreement** *(for demonstration projects where the site is not owned by the Contractor or a Subcontractor)*

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 installing and monitoring **the (insert technology to be demonstrated)** at the Host Site and shall clearly specify the commitment and responsibilities of all parties. The site agreement shall include terms to allow, upon reasonable advance notice, NYSERDA’s Project Manager and 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, at 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 (including a provision by which the site owner disclaims any liability against NYSERDA for any damages or losses occurring by virtue of the (insert technology to be demonstrated) being installed or operated at the site); (8) site restoration; and (9) publicity (including but not limited to posting of project success information on NYSERDA's website). 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.

#### **Task X Deliverable**

- Executed site agreement

*Applicants should include a task in the SOW related to operations, monitoring and/or maintenance*

#### **Task X – Operations, Monitoring and/or Maintenance**

The Contractor shall operate, monitor, and/or maintain [proposed mobility solution] at all [X] locations for a minimum period of [Y] months. The Contractor shall troubleshoot and resolve any issues that may arise. The Contractor shall develop a log documenting the status of [proposed mobility solution] at all [X] sites during the project period.

#### **Documenting Measurement, Evaluation, and Learning**

The Contractor shall complete the data collection and reporting tasks documented in the MEL Plan. The Contractor shall coordinate with NYSERDA and/or its Support Contractor to periodically verify key data elements collected by the Contractor to confirm their accuracy and/or make recommendations for improving the data collection methods used by the Contractor. The Contractor shall coordinate with NYSERDA and/or its Support Contractor to collect additional data elements (e.g., interviews with customers or service users) in support of MEL activities.

The Contractor shall hold annual MEL meetings with NYSERDA's MEL support contractor to review data collection plans specified in the MEL Plan. The Contractor shall coordinate with NYSERDA and/or its Support Contractor to address any recommendations and update requests. The Contractor shall complete quarterly data reports with the required data elements using a NYSERDA-provided template that summarizes data delivery across key metrics. These reports can be used to share the results of the Contractor's project publicly.

#### **Documenting Community Engagement Implementation**

The Contractor shall implement the approved Community Engagement Plan, including at least two (2) activities per year with community stakeholders. In a timely manner following each community engagement meeting, the Contractor shall develop and submit a brief report summarizing the feedback from participants on project plan and any resulting actions or outcomes. The Contractor shall provide periodic updates to NYSERDA and/or its Support Contractor on the status of community outreach and address any questions or issues that may arise regarding progress on community engagement activities. As needed, the Contractor shall

incorporate feedback and update the Community Engagement Plan, based on input from the community, lessons learned, and feedback from NYSERDA and its Community Engagement Support Contractor.

#### **Task X Deliverables**

- X.1 Log of regular status reports of mobility solution.
- X.2 Quarterly data reports
- X.3 Community meeting attendee roster, materials, and notes

*The last task in your Statement of Work shall consist of a Final Report as follows:*

#### **Task X - Final Report**

Upon completion of the contract period, the Contractor shall prepare a non-proprietary/non-confidential Final Report, in accordance with the Exhibit E Report Content Guide, as it may be updated here (<https://www.nyserda.ny.gov/-/media/Files/About/Style-Guide/NYSERDA-Content-Guide.pdf>), 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 an electronic copy of the final version of the Final Report.

#### 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.

#### **Task X Deliverables**

- X.1 A draft version of the Final Report
- X.2 A final version of the Final Report
- X.3 Summary report of the Project Completion Meeting

#### **SCHEDULE**

*INSTRUCTION: Provide a schedule for completion of the tasks outlined above in a bar chart format. Identify any significant milestones for events and/or deliverables. In general, it's useful*

*to put the schedule into a table, with the x-axis as Months/Quarters after contract execution and y-axis as Tasks/Subtasks*

This project is estimated by the Contractor to require [Y] months, with individual tasks shown below. Month 1 of the schedule shall be considered the first full month after the Effective Date of the Agreement.

The Contractor shall invoice no more than once per month for work completed on a time and materials basis. All invoices shall be accompanied by a progress report and/or deliverable.

Task	Month 1	Month 2	Month 3	Month Y
0				
1				
2				
3				
[X]				

*INSTRUCTION: Continue to add columns and/or rows as needed while shading in the appropriate cells to indicate the duration of each task.*

## **BUDGET**

It is understood and agreed that the budget for the project work shall be in accordance with the details provided in the Project Budget as presented below.

Project Funding. It is understood and agreed that NYSERDA and the Contractor are sharing the costs for the project work to be performed and that the cost share identified in the Budget shall be readily available as described therein. Any change of cost share by the Contractor shall be subject to the prior written approval of NYSERDA. Such approval shall not be unreasonably withheld.

Pursuant to the terms of this Agreement, invoices shall set forth total project costs incurred during the reporting period. Cost shall be broken down into NYSERDA funding share and cost share provided by others, and they shall be in a format consistent with the cost categories set forth in the Budget. The Contractor shall be responsible for providing adequate cost documentation for all project cost sharing from all cost sharing entities, and the total cost share per task should be in reasonable agreement with that listed below. NYSERDA reserves the right to limit payment made an amount commensurate to the documented cost share incurred.

*INSTRUCTION: Complete the Detailed Budget form as provided and upload as Attachment D to your submission. In addition, insert a copy of the budget table below.*