**[ORGANIZATION LOGO]**

**CONTRACTOR AGREEMENT**

This Subcontractor Agreement (the "**Agreement**"), effective as of       (the "**Effective Date**"), is by and between        ("**Prime**")**,** and      , a "**Subcontractor**". **Prime** and Subcontractor will be referred to individually as a "**Party**" and collectively as the "**Parties**." **“Recipient”** refers to **Prime**.

**Prime** has entered into an Agreement with        (“**Funder**”), to achieve the project objectives and the technical milestones and deliverables stated in Exhibit A, effective **[Effective Date]**. The success of this project will rely on the commitment of time and resources from community and third-party partners and  **Prime** seeks to secure cost share commitments from the aforementioned Partner.

**Prime** desires to have a portion of the work under the Client Contract performed by Subcontractor and Subcontractor desires to perform such work.

1. **Definitions.** 
   1. "Subcontractor Property" means all Intellectual Property Rights that: (a) were in existence and owned by Subcontractor before the Effective Date; or (b) are made or discovered by Subcontractor after the Effective Date other than in connection with the Services provided under this Agreement.
   2. "Deliverables" means any tangible property, and any information inscribed on a tangible medium or stored in an electronic or other medium, that Subcontractor creates, develops or provides, or is to create, develop or provide, under this Agreement as described in Exhibit B.
   3. "Developments" means: (a) all Deliverables; (b) all Intellectual Property Rights that are included in a Deliverable, or are otherwise disclosed to or created for  **Prime** in connection with the Services; and (c) all related Intellectual Property Rights that are made, created, discovered, or reduced to practice in connection with this Agreement; provided, however, that the term "Developments" does not include any Subcontractor Property.
   4. "Intellectual Property Rights" means all intellectual property rights, including patent rights, inventions, works of authorship, copyrights, moral rights, trademark rights, trade name rights, service mark rights, trade dress rights, trade secret rights, proprietary rights, privacy rights, and publicity rights, whether or not those rights have been filed or registered under any statute or are protected or protectable under applicable law.
   5. "Services" means the services listed in Exhibit B that Subcontractor provides or is to provide under this Agreement.
2. **Client Contract; Cooperation**. Subcontractor will comply with all provisions of the Client Contract relevant to the Services. Subcontractor is bound to  **Prime**for the provisions of the Client Contract in the same manner as  **Prime**is bound to the Client. In the event of conflicts or inconsistencies between this Agreement and the Client Contract, the Client Contract will take precedence. Subcontractor will work cooperatively with  **Prime**in performing the Services and will comply with all policies, practices, and other requirements as  **Prime**may reasonably establish in connection with  **Prime's**overall management and administration of work under the Client Contract.
3. **Engagement of Services**. Subcontractor hereby agrees to perform the Services and provide the Deliverables as described in Exhibit B, all of which Subcontractor will perform and provide in a timely and professional manner. Subcontractor may not subcontract or otherwise delegate its obligations under this Agreement unless expressly approved in advance and in writing by  **Prime**. Exhibit B may be adjusted at  **Prime's**discretion based on changes by Client or evaluation by  **Prime**of Subcontractor's performance.
4. **Compensation.** For the services to be performed hereunder, the Subcontractor shall be paid based for these Services in total not to exceed $      for the -year project. Personnel expenses incurred in the execution of Services under this Agreement shall be reimbursed at an hourly rate of $     . The Subcontractor shall submit invoices and the Corporation shall make payment on these invoices within 30 (thirty) days of receipt. The Subcontractor agrees to provide in-kind services to the extent of $      for the 3-year project. Subcontractor will invoice  **Prime**no more than once per calendar month, and such invoice must contain the  **Prime**project number and a description of the work performed.

Subcontractor will not invoice  **Prime**for, and  **Prime**will not be obligated to pay, amounts in excess of the fees set forth in Exhibit B unless  **Prime**provides Subcontractor with prior written authorization of such excess. Exhibit B is not a guarantee of revenues to be earned by Subcontractor, but instead only identifies the tasks  **Prime**expects Subcontractor will perform during the course of the project. Subcontractor will be solely responsible for its own costs and expenses incurred in performing the Services and providing the Deliverables under this Agreement unless otherwise stated in Exhibit B.

**Deliver all invoices and invoice/billing notices under this Agreement to:**

|  |  |
| --- | --- |
| **If to Prime :** | **If to Subcontractor:** |
|  |  |

An invoice template is provided as Exhibit C, which is attached to and made part of this Agreement.  **Prime**may withhold payment for disputed items which include, but are not restricted to, improperly prepared invoices, lack of appropriate supporting documentation, or unsatisfactory work product or services.  **Prime**will promptly notify Subcontractor in writing, outlining the disputed items, the amount withheld, and actions the Subcontractor must take to resolve the disputed items.  **Prime**will delay payment until a revised invoice is submitted and approved and will pay the revised invoice within thirty (30) calendar days of receipt.

1. **Subcontractor Relationship**. The Parties agree that neither Party is by this Agreement constituted or appointed the legal representative or agent of the other Party, and that neither Party has the right or authority to make directly or indirectly on behalf of the other Party any representation, warranty, guarantee, or commitment, or to assume, execute, or incur any liability or any obligation of any kind, whether express or implied.

Subcontractor will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by  **Prime**to its employees, and  **Prime**will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on Subcontractor's behalf. Subcontractor will be responsible for, and will indemnify  **Prime**against, all such taxes or contributions, including penalties and interest. Any persons employed or engaged by Subcontractor in connection with the performance of the Services will be Subcontractor's employees or contractors and Subcontractor will be fully responsible for them and indemnify  **Prime**against any claims made by or on behalf of any such employee or contractor.

Subcontractor will be free from direction and control over the means and manner of providing the Services, subject only to the right of  **Prime**to specify the desired results. Subcontractor will furnish any tools or equipment necessary for the performance of the requested Services, and Subcontractor has the authority to hire and fire employees who perform the Services.

1. **Confidentiality.** The Parties acknowledge that, in connection with this Agreement, each Party (the "**Receiving Party**") may obtain Confidential Information of the other Party (the "**Disclosing Party**"). "**Confidential Information**" means any information that is treated as confidential by either party, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing. Confidential Information does not include information that the Receiving Party can demonstrate by documentation: (w) was already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information directly or indirectly from or on behalf of the Disclosing Party; (x) was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information; (y) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party or any of its Representatives; or (z) was received by the Receiving Party from a Third Party who was not, at the time, under any obligation to the Disclosing Party or any other Person to maintain the confidentiality of such information.

Such Confidential Information will not be used or disclosed by the Receiving Party except as specifically authorized, or as necessary to perform the Services. The Receiving Party agrees to keep such Confidential Information confidential and to accord such Confidential Information the same standards and procedures it uses to protect its own confidential business information (but not less than reasonable care), including limiting access to employees on a need-to-know basis and only after such persons have been informed of and bound to maintain confidentiality. Nothing in this Agreement will prohibit or restrict Receiving Party's right to develop, use, or market products or services similar to or competitive with those of the Disclosing Party as disclosed in the Confidential Information as long as it will not thereby breach this Agreement. Additionally, each Party acknowledges that the other may already possess or have developed products or services similar to or competitive with those of the other Party to be disclosed in the Confidential Information.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it will, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

1. **Ownership.** 
   1. Subcontractor Property. Subject to Section 7.3 below, Subcontractor will own all right, title, and interest in and to the Subcontractor Property.
   2. Developments. Subcontractor hereby sells, assigns, and transfers to  **Prime**exclusively all present and future right, title, and interest in the Developments and all related benefits, including all Intellectual Property Rights, so that upon execution of this Agreement all Developments and related benefits will immediately and automatically be the sole and absolute property of  **Prime**. Subcontractor will immediately disclose to  **Prime**such Developments and assigns to  **Prime**, without further compensation, any right, title, or interest that Subcontractor may have or acquire in such Developments. Subcontractor will execute all documents necessary to perfect  **Prime's**right, title, and interest in such Developments and do all other things reasonably requested by  **Prime** (both during and after the term of this Agreement) in order to vest more fully in  **Prime**any and all ownership rights in those items hereby transferred by Subcontractor to  **Prime**.
   3. **Prime**and Client Materials. As among  **Prime**, Client, and Subcontractor,  **Prime**and/or Client are, and will remain, the exclusive owners of all right, title, and interest in and to any documents, specifications, data, know-how, methodologies, software, and other materials provided to Subcontractor by  **Prime** (" **Prime /Client Materials**"), including all Intellectual Property Rights therein. Subcontractor will have no right or license to reproduce or use any  **Prime**/Client Materials except solely during the Term to the extent necessary to perform its obligations under this Agreement. All other rights in and to the  **Prime**/Client Materials are expressly reserved by  **Prime**and Client.  **Prime**may, at its option, require the return or destruction of all  **Prime**/Client Materials.
   4. Work Product as Confidential Information. The Developments are and will at all times remain the Confidential Information of  **Prime**and are subject to all obligations and restrictions set forth in Section 6 with respect to such Confidential Information. Without limitation of such obligations or restrictions, Subcontractor will not disclose to any third party the nature or details of any Developments without  **Prime's**prior written consent.
   5. Moral Rights. To the extent that the assignment of moral rights is prohibited or unenforceable under applicable law, Subcontractor hereby waives all claims Subcontractor may now or later have to Subcontractor's moral rights in any Development.
   6. No Rights. Nothing in this Agreement will be construed as granting to or conferring upon Subcontractor any rights, title, interest, or license, in any Development or Intellectual Property Rights now owned or subsequently owned by  **Prime**.
2. **Term; Termination.** 
   1. Term. The term of this Agreement (the "**Term**") will begin on the Effective Date, and will continue in effect until it is terminated under this Section, or until Subcontractor has performed and delivered all Services and Deliverables under this Agreement and  **Prime**has accepted the same.
   2. Termination for Cause. Either Party may terminate this Agreement for cause, upon written notice, effective immediately. For the purposes of this Section, "cause" includes the following conditions: (a) the other Party is in material breach of this Agreement, and such breach remains uncured for 30 days after written notice of the breach; (b) the other Party acts in a grossly negligent, reckless, wanton, or criminal manner; (c) a petition under any bankruptcy law is filed by or against the other Party; (d) a receiver is appointed for the other Party's assets; or (e) the other Party becomes insolvent or takes advantage of any insolvency or any similar statute.
   3. Termination for Other Reasons. Either Party may terminate the Agreement by giving at least thirty (30) days written notice of intent to terminate, specifying the reason, and effective termination date.
3. **Indemnification.** Subcontractor will indemnify, defend, and hold harmless  **Prime**, its affiliates and their respective officers, directors, shareholders, employees, and agents (jointly and severally, the " **Prime Indemnitees**") from and against all claims, liabilities, costs, and expenses (including reasonable attorneys' fees) in any action, claim, or proceeding brought against them directly or indirectly by any other person for any actual or alleged: (a) infringement of any trademark, patent, copyright, right of privacy, publicity, name or likeness, or any other Intellectual Property Right of that other person, or misappropriation or unauthorized use or disclosure of any trade secret of another person, by Subcontractor or any Deliverables or Services provided by Subcontractor; (b) breach of any representation, warranty, or covenant in this Agreement by Subcontractor; (c) intentional misconduct by Subcontractor; and (d) violation of any applicable law by Subcontractor, including any laws or regulations related to or governing the Services. Subcontractor will not settle any claim without the  **Prime**Indemnitees' prior written consent unless that settlement includes a full and final release of all claims against the  **Prime**Indemnitees and does not impose any obligations on the Indemnitees.

**Prime**will indemnify, defend, and hold harmless Subcontractor, its affiliates and their respective officers, directors, shareholders, employees, and agents (jointly and severally, the "**Subcontractor** **Indemnitees**") from and against all claims, liabilities, costs, and expenses (including reasonable attorneys' fees) in any action, claim, or proceeding brought against them directly or indirectly by any other person for any actual or alleged: (a) breach of any representation, warranty, or covenant in this Agreement by  **Prime**; (b) intentional misconduct by  **Prime**; and (c) violation of any applicable law by  **Prime**.  **Prime**will not settle any claim without the Subcontractor Indemnitees' prior written consent unless that settlement includes a full and final release of all claims against the Subcontractor Indemnitees and does not impose any obligations on the Subcontractor Indemnitees.

1. **General.** 
   1. Governing Law; Jurisdiction.
      1. This Agreement and all related documents are governed by, and construed in accordance with, the laws of the State of , without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of .
      2. Any legal suit, action, or proceeding arising out of this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of in each case located in the city of  and County of , and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein will be effective service of process for any suit, action, or other proceeding brought in any such court.
   2. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder will be in writing and addressed to the Parties as follows (or as otherwise specified by a Party in a notice given in accordance with this Section):

|  |  |
| --- | --- |
| Notice to Subcontractor: |  |
|  | E-mail:  Attention: |
| Notice to  **Prime**: |  |
|  | E-mail: |

Except as otherwise provided in this Agreement, every notice, demand, request, or other communication will be deemed to have been given or served on actual receipt, or, if mailed, three days after such communication is mailed. Notwithstanding the foregoing, any notice mailed to the last designated address of any person or Party to which a notice may be or is required will not be deemed ineffective if actual delivery cannot be made due to a change of address of the person or Party to which the notice is directed or the failure or refusal of such person or Party to accept delivery of the notice.

* 1. Assignment. Neither Party may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the other Party's prior written consent. However,  **Prime**may, without Subcontractor's consent, assign this Agreement to an affiliate or as part of a change of control.
  2. Entire Agreement; Amendments. This Agreement, including all Exhibits, contains the entire agreement of the Parties with respect to the matters covered, and no other previous agreement, statement, or promise made by either Party to this Agreement that is not contained in the terms of this Agreement will be binding or valid. This Agreement, including any Exhibits, may be amended only in writing by both Parties to the Agreement.
  3. Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns
  4. Attorney Fees. If any action is brought with respect to this Agreement or in any appeal from such action, the prevailing Party will be entitled to its reasonable attorney's fees as determined by the court or courts in which the action or appeal is tried or heard.
  5. Severability. Each Party hereby agrees that each provision in this Agreement will be treated as a separate and independent clause, and the unenforceability of any one clause will in no way impair the enforceability of any of the other clauses in this Agreement. Moreover, if any provision of this Agreement is for any reason be held to be void or unenforceable as written, the Parties intend that: (a) such provision of the Agreement be enforced to the extent permitted by law, and (b) the balance of the Agreement remain in full force and effect.
  6. Waiver. No waiver by any Party of any of the provisions of this Agreement will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
  7. Equitable Relief. Each Party agrees that any breach of Section 6 or Section 7 of this Agreement by the other Party will cause irreparable damage to the non-breaching Party and that, in the event of such breach the non-breaching Party will have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation of the non-breaching Party's obligations under Section 6 or Section 7 of this Agreement.
  8. No Third Party Beneficiary. Nothing in this Agreement, express or implied, is intended or will be construed to confer on any person, other than the Parties, any right, remedy, or claim under or with respect to this Agreement.
  9. Interpretation. Section and paragraph headings are for convenience only and do not affect the meaning or interpretation of this Agreement. The words "includes" and "including" are not limited in any way and mean "includes or including without limitation." The word "person" includes individuals, corporations, subcontractorships, limited liability companies, co-operatives, associations and other natural and legal persons. The word "will" is a synonym for the word "shall." All exhibits attached to or referenced in this Agreement are a part of and are incorporated in this Agreement. To the extent an exhibit is inconsistent or conflicts with any other portion of this Agreement, the terms of the exhibit will control. Both Parties have had the opportunity to have this Agreement reviewed by their attorneys. Therefore, no rule of construction or interpretation that disfavors the Party drafting this Agreement or any of its provisions will apply to the interpretation of this Agreement. Instead, this Agreement will be interpreted according to the fair meaning of its terms.

|  |  |
| --- | --- |
| **Prime :**  **[NAME]**  [ADDRESS]  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **SUBCONTRACTOR:**  **[NAME]**  [ADDRESS]  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Exhibit A**

**Statement of Project Objectives**

**Project Title**

1. **OBJECTIVES**

The objective of this project is to demonstrate an alternative fuel or advanced technology fleet of five or fewer vehicles and supporting infrastructure in communities, fleets, or areas that have no or little experience with these technologies.

1. **SCOPE OF WORK**

**Project Title** will demonstrate light duty electric vehicles (EVs) and chargers (EVSE) for use by social service agencies in a low-income community in the area. The project will increase EV adoption by 1) validating that EV fleets can save social service agencies money related to transportation operation costs while improving service delivery 2) providing access to EVSE for employees and community members and 3) developing tools and best practices for use by community based organizations and social service agencies nationwide to replicate this approach.

The project will be conducted in three budget periods;

**Budget Period 1: Project Initiation and Launch:** Consists of planning operations; clarifying fleet requirements; establishing site locations; securing leased vehicles; sourcing and installing charging stations; preparing the site; staff training and education; launch of program; data management planning and assessment; implementation of public use of chargers; introduce the project at conferences and workshops and hosting regional workshop for Clean Cities Coalition.

**Budget Period 2: Project Refinement:** Consists of presenting initial project findings; hosting regional workshops; and refining the project; providing educational sessions with other regional fleets; and identifying three Clean Cities Coalitions to receive technical assistance.

**Budget Period 3: Project Wrap-up and Results Dissemination**: Consists of sharing results nationally; hosting regional workshops; refining the project model; providing technical assistance to other Clean Cities Coalitions; finalizing the pilot and data collection and producing the final case study.

1. **TASKS TO BE PERFORMED**

The following tasks will be conducted:

**All Budget Periods**

Overall Project Management and Planning

The recipient will perform project management activities to include project planning and control, subcontractor control, financial management, data management, management of supplies and/or equipment, risk management, and reporting as required to successfully achieve the overall objectives of the project.

**Task 0.0 – Project Management and Planning:**

The recipient will develop and maintain the Project Management Plan (PMP). The recipient shall manage and implement the project in accordance with the PMP.

**Task 0.1- Kick-Off Meeting:**

The recipient will participate in a project kickoff meeting with  **Funder**within 30 days of project initiation.

**Budget Period 1: Project Initiation and Launch**

**Task 1.1 – Plan Operations:**

The recipient will develop staffing and training plans, and other operating policies and procedures that will finalize the plan and to solidify project components and strategies to meet project goals and create procedures for project refinement over time.

**Task 1.2 – Fleet requirements identification and transportation assessment:**The recipient will identify the most impactful fleets to electrify by evaluating the fleets of the selected agencies to determine which vehicles should be replaced with EVs for the highest overall impact.

**Task 1.3 - Establish Site Locations:**

The recipient will determine where to place the leased project vehicles and ensure site inspections accommodate the system design.

**Task 1.4 - Secure leased vehicles:**

The recipient will acquire the vehicles to be used for the local agencies during the pilot project.

**Task 1.5 - Source charging stations**:

The recipient will determine the number of EVSEs needed, identifying if any special chargers required (overhead, dual plug, etc.), and select a supplier based on cost and solution.

**Task 1.6 - Install charging stations:**

The recipient will install dedicated EVSE at the selected site for the fleet vehicles to return to after daily usage. The recipient will oversee the installation of charging stations.

**Task 1.7 - Site preparation:**

The recipient will coordinate site preparation, installation and training times with the community partners. Each charging station will be added to the charger sharing platform.

**Task 1.8 - Plan training and education:**

The recipient will provide fleet training and technical assistance among project partners for operating the new EVs, as well as implementing education for the engaged community members.

**Task 1.9 - EV and EVSE Data Analysis:**

The Recipient will collect, analyze and report data from three main sources throughout the project. Data will be readily available for analysis by all project partners.

**Task 1.10 - Implementation of EVSE for Public Use:**

The recipient will coordinate the updating of the software platform to allow for public use of the EVSE. Chargers will be available for the public to use through scheduled or ad-hoc charging on a mobile app for EV drivers.

**Task 1.11 - Present findings to date at conferences and webinars:**

The recipient will present project lessons learned and best practices at a minimum of two national webinars and two national conferences, with a split between clean energy and social service agency networks. The presentations are intended for fleet managers and other agencies that are new to electric vehicle transportation.

**Task 1.12 - Host regional workshops:**

The recipient will host three workshops along with project partners, with other social service agencies in the project area, to discuss the project and share best practices and encourage others to adopt the model.

**Task 1.13 - Project Refinement:**

The recipient will review data collected and analyzed, provide  **Funder**updates, evaluate the project’s operations, and refine the approach as needed.

|  |  |  |
| --- | --- | --- |
| **Milestone** | **Type** | **Description** |
| Fleets confirmation | Technical | Confirmation of which agency fleets will be converted |
| Site selections | Technical | Site locations established and secured |
| Equipment purchase | Technical | EVs and chargers purchased/leased and received |
| EVSE Installation | Technical | Installation of charging stations complete |
| Infrastructure complete | Go/No Go | All vehicles and equipment installed and operational. |

***Continuation:*** *The recipient is* ***NOT*** *authorized to initiate any scope in the next budget period without the*  ***Funder****Contracting Officer’s prior written approval in accordance with the award terms and conditions.*

**Budget Period 2: Project Refinement**

**Task 2.1 - Implementation of EVSE Public Use on Software Platform:**

The recipient will have the software platform updated to allow for public use of the EVSE. Chargers will be available for the public to use through scheduled or ad-hoc charging on a mobile app for EV drivers.

**Task 2.2 - Present findings to date at conferences and webinars:**

The recipient will continue to present project lessons learned and best practices with the goal to influence fleet managers and other agencies.

**Task 2.3 - Host regional workshops:**

The recipient will continue to host workshops, with other social service agencies in the area, to discuss the project and share best practices and encourage others to adopt the model.

**Task 2.4 - Project Refinement:**

The recipient will continue to evaluate data collected and analyzed, provide updates to **Funder** on progress toward and successes in meeting goals, evaluate the project’s operations and refine the approach as needed.

**Task 2.5 - Identify three Clean Cities Coalitions to receive technical assistance:**

The recipient will work with **[Clean Cities Coalition]** to disseminate the results of the project to other Clean Cities Coalitions, to encourage and inform replication in other areas with low penetrations of EVs.

|  |  |  |
| --- | --- | --- |
| **Milestone** | **Type** | **Description** |
| Public access established | Technical | EVSE public use available |
| Project presentation | Technical | Project featured at a conference |
| Confirm Clean Cities Coalitions | Technical | >3 Clean Cities Coalitions confirmed to receive technical assistance |
| Technical assistance product offering | Go / No Go | Post first set of resources (>two) on the website. |

***Continuation:*** *The recipient is* ***NOT*** *authorized to initiate any scope in the next budget period without the DOE Contracting Officer’s prior written approval in accordance with the award terms and conditions.*

**Budget Period 3: Project Wrap-up and Results Dissemination**

**Task 3.1 – Present findings to date at conferences and webinars (continued):**

The recipient will continue to present project lessons learned and best practices with the goal to influence fleet managers, at other agencies, that are new to electric transportation.

**Task 3.2 – Host regional workshops (continued):**The recipient will work with project partners to continue to host workshops, with other social service agencies in the project area, to discuss the project and share best practices and encourage others to adopt the model as well as find opportunities to continue and expand the pilot.

**Task 3.3 - Project Refinement (continued):**The recipient will continue to evaluate data collected and analyzed, provide updates to DOE on progress toward and successes in meeting goals, evaluate the project’s operations and refine the approach as needed.

**Task 3.4 - Provide technical assistance to three other Clean Cities Coalitions:**The recipient will provide technical assistance to three other Clean Cities Coalitions seeking to help replicate this project in other contexts.

**Task 3.5 - Wrap up pilot project and data collection:**The recipient will work with project partners to conduct final data collection and pilot project wrap up.

**Task 3.6 - Produce Final Case Study:**The recipient will produce a final case study, that includes a final assessment and evaluation of the project’s success in meeting its goals.

|  |  |  |
| --- | --- | --- |
| **Milestone** | **Type** | **Description** |
| Webinars conducted | Technical | >2 webinars delivered, >1 to clean energy network and >1 to social service agency networks |
| Conference participation | Technical | >2 conference presentations delivered to encourage and inform replication in other fleets |
| Regional workshops | Technical | >3 regional workshops to encourage and inform replication by other area agencies |
| Technical Assistance | Technical | Technical assistance delivered to >3 other Clean Cities Coalition members (virtually as an option) |

1. **DELIVERABLES**

The recipient will provide the following to the  **Funder**Project Officer (identified in Block 15 of the Assistance Agreement as the Program Manager):

* Summary of accomplishments and project work report will be prepared for inclusion in the Vehicle Technologies Office annual programmatic progress report. Report will be due by October 31 of each year.
* Training and education materials on the benefits and maintenance of EV fleets for social service agencies.
* Technical assistance product offering to support other social service agencies to adopt the proven model (delivered in the region, through this project, and then made available nationally). To include cost data, lessons learned and recommendations. Made available through webpage.
* Project case study (as report and presentation) that includes costs, operational considerations, and performance attributes for this use case.
* Usage data for vehicles and charging equipment will be made available to a  **Funder**-designated national laboratory.

**E.  BRIEFINGS AND TECHNICAL PRESENTATIONS**

* A technical presentation at the Vehicle Technologies Annual Merit Review Meeting held in Washington, DC.
* Detailed project status update briefings at Washington, DC or via communication/ conferencing media approximately twice per year. Briefings will explain the plans, progress, and results of the technical effort.
* Technical paper(s) and presentations, as appropriate, at technical society meetings, or at technical exchange meetings.

**Exhibit B:** **Services, Cost Share, Responsibilities**

**Subcontractor will provide the following Services to Prime under this Agreement:**

Subcontractor will support the overall project team in the planning and implementation of the following tasks. Subcontractor will provide support and feedback as requested from  **Prime**. As a key partner in the success of the project covered in this Agreement, Subcontractor will be a valuable and needed asset to the execution of tasks and milestones outlined in the Client Contract (Exhibit A) within the scope of the tasks outlined in Exhibit B. For these services, Subcontractor will be reimbursed up to $      for these services, as outlined in Section 4.

**Budget Period 1:**

Task 1.#: **Task Title**

 Subcontractor responsibilities and deliverables

Task 1.#: **Task Title**

 Subcontractor responsibilities and deliverables

**Budget Period 2:**

Task 2.#: **Task Title**

 Subcontractor responsibilities and deliverables

Task 2.#: **Task Title**

 Subcontractor responsibilities and deliverables

**Budget Period 3:**

Task 3.#: **Task Title**

 Subcontractor responsibilities and deliverables

Task 3.#: **Task Title**

 Subcontractor responsibilities and deliverables

**Subcontractor agrees to the following Cost Share Commitments under this Agreement:**

Subcontractor to commit an in-kind cost share of approximately $      within the timeframe outlined in this Agreement. This in-kind contribution is comprised of the following:

* Letter supporting evidence of cost share contribution for reporting each year

**Additional Responsibilities.**  **Prime**and the Subcontractor will comply with any applicable **Funder**requirements listed within this Agreement (Exhibit A and Exhibit D). In addition, the Subcontractor will include applicable  **Funder**passthrough requirements in a separate Agreement it enters into with any other contractor(s), pertaining to the project. Complying with application federal requirements, the Subcontractor will maintain both its and  **Prime's**ability to seek reimbursement of the expenses incurred for the scope of work.

**Prime**will have the following responsibilities in oversight of Subcontractor:

* **Prime**will hold, with the Subrecipient, Project status meetings, collect reports, and collect other such material and information as required for subrecipient oversight and monitoring as described in Exhibit A and Exhibit D.
* **Prime**will communicate Go and No-Go determinations made by  **Funder** to the Subrecipient.
* **Prime**will provide grant management, oversight, procurement, and invoicing support as practicable.
* **Prime**will review and pay invoices to the Subcontractor in accordance with Section 4 of this Agreement.

**Prime**, as the primary recipient of the  **Funder**award, will oversee and implement all major project components including but not limited to:

* Reporting and documentation about project to  **Funder**as required
* Convening project partners throughout to provide project updates, solicit feedback and suggestions, and communicate next steps and project needs from partners
* Oversee implementation of project components (such as charging station installation and car share services) to be conducted by third party contractors to ensure alignment with community partner needs and expectations, troubleshooting and intervening as needed.
* Coordinate with local partners to market and promote the project throughout the community and adjust strategies as needed
* Other responsibilities as needed

In addition, Subcontractor will have the following responsibilities under this Agreement:

* Subcontractor will manage its subcontractor(s)/third-parties and will report any risks, scope, or term and condition non-compliance to  **Prime**in a timely manner.
* Subcontractor will record its payments to its third-parties, if applicable to the SOW and budget, its financial system so the costs of the work covered by this Agreement are clearly identified.
* Subcontractor will comply willfully with Go and No-Go status updates from both  **Prime**and  **Funder**.

**Exhibit C: Invoice Sample**

|  |  |
| --- | --- |
| **Invoice Date** | **Invoice #** |
|  |  |

**INVOICE**

|  |  |  |
| --- | --- | --- |
| Company  Address  Phone  Contact Name  Contact Email  Company Website | |  |
| **Invoice Sent To:** | **Prime**  ATTN:  **Project Manager**  **Address** | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Date of services** | **Description** | **Hours or quantity** | **Rate** | **Amount** |
|  |  |  | $X.XX |  |
| Labor Total | | | | $ |
|  | | | | $ |
| **TOTAL** | |  |  | $ |

|  |  |
| --- | --- |
| Total Budget | $ |
| Previous Invoices | $ |
| This Invoice | $ |
| Remaining Budget | $ |

**This invoice is payable within 30 days of receipt**

**Exhibit D: Special Terms and Conditions (provided by DOE)**