



**Subcontract under DOE Prime Contract No.
DE-AC36-08GO28308
BETWEEN**

**Contracting Party: Alliance for Sustainable Energy, LLC
15013 Denver West Parkway
Golden, CO 80401-3111**

**Alliance for Sustainable Energy, LLC
Management and Operating Contractor for
the National Renewable Energy Laboratory**

AND

Agreement Type	Fixed Unit Price – Commercial Services	
Agreement Number	SUB-2023-*****	
Modification Number	0	
Period of Performance Start	10/1/2023	
Period of Performance End	9/30/2024	
Options Included	Y	Options Included
Option 1 (if exercised)		10/1/2024-9/30/2025
Option 2 (if exercised)		10/1/2025-9/30/2026
Option 3 (if exercised)		10/1/2026-9/30/2027
Option 4 (if exercised)		10/1/2027-9/30/2028

Subcontractor:	Company Name
	Street Address
	City, State Zip + 4
Agreement Ceiling Amount:	TBD \$
Agreement Funded Amount	TBD \$

Buyer/Subcontract Administrator:	Accounting Specialist:	Accounts Payable
Caitlyn Alter	Technical Monitor/POC:	Donny Haupt
caitlyn.alter@nrel.gov	Bill To:	accounts.payable@nrel.gov
	Payment Terms:	Net 15
Project Title:		
Janitorial Services		

This Subcontract (including all executed modifications) contains the entire understanding between the parties, and there are no understandings or representations except those set forth or incorporated by reference herein. No subsequent modifications of this agreement shall be of any force or effect unless in writing signed by a duly authorized official of the Alliance for Sustainable Energy, LLC.

IN WITNESS WHEREOF, the parties have executed this Subcontract as of the date below.

ACCEPTED: COMPANY NAME

AUTHORIZED: ALLIANCE FOR SUSTAINABLE ENERGY, LLC

BY: SAMPLE – DO NOT SIGN

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Line	Part Number/Description	Ceiling Amount (USD)
1	Base Period	\$ TBD
2	Option Period 1 (if exercised)	\$ TBD
3	Option Period 2 (if exercised)	\$ TBD
4	Option Period 3 (if exercised)	\$ TBD
5	Option Period 4 (if exercised)	\$ TBD
Total:		\$ TBD

SAMPLE

INTRODUCTION & AGREEMENT

THIS SUBCONTRACT is effective upon execution by the Alliance for Sustainable Energy, LLC, manager and operator of the National Renewable Energy Laboratory and is between the Alliance for Sustainable Energy, LLC, whose principal office is located in Golden, Colorado and COMPANY NAME (hereinafter called "Subcontractor").

The Alliance for Sustainable Energy, LLC (hereinafter called "Alliance") has entered into Contract No. DE-AC36-08GO28308 (hereinafter called "Prime Contract") with the Department of Energy (hereinafter called "DOE"), an agency of the U.S. Government (hereinafter called "Government"), for the management and operation of the National Renewable Energy Laboratory (hereinafter called "NREL"). All references to "NREL" in this Subcontract shall mean the Alliance for Sustainable Energy, LLC.

This Subcontract is entered into in furtherance of the performance of the work provided for in the Prime Contract.

NOW, THEREFORE, the parties hereto agree to the following terms and conditions:

WORK TO BE PERFORMED

1. The Subcontractor shall perform the work specifically provided for in Appendix A, Statement of Work, attached hereto and made a part hereof, pursuant to the provisions of this subcontract.
2. Specific deliverables, quantities, due dates, reporting requirements, and addresses are set forth in Appendix A hereto.

PERIOD OF PERFORMANCE

1. The period of performance for this Subcontract shall be as follows:

Basic Period:	October 1, 2023 through September 30, 2024
Option Period 1:	October 1, 2024 through September 30, 2025 (if exercised)
Option Period 2:	October 1, 2025 through September 30, 2026 (if exercised)
Option Period 3:	October 1, 2026 through September 30, 2027 (if exercised)
Option Period 4:	October 1, 2027 through September 30, 2028 (if exercised)

2. Each of these periods may be extended by mutual written agreement of the parties. NREL will make a decision, based on its sole judgement, whether or not to continue and exercise each Option of this subcontract, prior to the completion date of each period. If all Options are exercised by NREL, the total period of performance for the Basic Period and all Options will be sixty (60) months. If NREL should decide not to exercise an Option, the subcontract shall be considered complete upon submittal of the final deliverables for the preceding Basic Period or Option.

FIXED UNIT PRICE, PAYMENT AND INVOICES CEILING AMOUNT (SPECIAL – JANITORIAL) (DECEMBER 2022)

1. The Subcontractor shall perform the work called for under this Subcontract on a fixed unit price basis. The actual work to be performed shall be determined by the actual units

performed or delivered under this Subcontract. The Subcontractor shall receive compensation as specified hereunder, for all services and work performed, up to a ceiling price of:

- Base Period: To Be Determined (TBD)
- Option 1: TBD (if exercised)
- Option 2: TBD (if exercised)
- Option 3: TBD (if exercised)
- Option 4: TBD (if exercised)

2. Schedule of Fixed Unit Prices

The amount shall be computed by multiplying the appropriate fixed unit price set forth below by the number of units performed or delivered in accordance with this Subcontract. The fixed unit prices include all direct and indirect costs and profit associated therewith. The fixed unit prices for this Subcontract are as follows:

SECTION 1: Fixed Unit Prices for Standard Services – Entire Scope. EXCLUDES Appendix A – SOW section 4)m) Optional: COVID-19 and Other Viral Disinfecting Services.

Base Period: 10/1/2023 through 9/30/2024

Campus	Building	FUP per Month:	FUP – Yearly Total
STM	East Entrance Building		
STM	Education Center		
STM	ESIF		
STM	S&TF		
STM	RSF		
STM	Cafeteria		
STM	Parking Garage		
STM	SERF		
STM	WHF		
STM	RFHP		
STM	FTLB		
STM	OTF		
STM	TTF		
STM	IBRF		
STM	Shipping/Receiving Building		
STM	Facilities Building		
STM	Bulk Storage Building		
STM	VTIF		
STM	South Entrance Building		
STM	Mesa Top Building		
STM	RAIL		
TOTAL FUP FOR STM:			
FC	Site Entrance Building		
FC	Building 248		
FC	Building 249		

FC	Building 250		
FC	Building 251		
FC	Building 252		
FC	Building 254		
FC	Building 255		
FC	Building 256		
FC	Building 257		
FC	Building 258		
FC	Building 260		
FC	Research Operations Facility		
FC	Instrument Laboratory M1		
FC	M2 Weather Data Shed		
FC	Data Sheds: 4.0, 4.2/4.3, 4.4, 3.4, 3.1, 202		
TOTAL FUP FOR FC:			
RTD	ReFUEL		
TOTAL FUP FOR ReFUEL:			
GW	Golden Warehouse		
TOTAL FUP FOR GW:			
Denver West	Building 16 - Stripping and Waxing Floors (Annual)		
Denver West	Building 16 - Deep Carpet Cleaning (Annual)		
TOTAL FUP FOR Building 16:			
Add Alternate	STEP - All Buildings - 27 total, to be price individually prior to award.		
Add Alternate	FC - CCF		
Add Alternate	STM - New Waste Handling Facility		
Add Alternate	STM - EMAPS		
TOTAL FUP FOR ADD ALTERNATES:			
TOTAL FUP FOR STANDARD SERVICES			

Option 1: 10/1/2024 through 9/30/2025 (if exercised)

Campus	Building	FUP per Month:	FUP – Yearly Total
STM	East Entrance Building		
STM	Education Center		
STM	ESIF		
STM	S&TF		
STM	RSF		
STM	Cafeteria		
STM	Parking Garage		
STM	SERF		

STM	WHF		
STM	RFHP		
STM	FTLB		
STM	OTF		
STM	TTF		
STM	IBRF		
STM	Shipping/Receiving Building		
STM	Facilities Building		
STM	Bulk Storage Building		
STM	VTIF		
STM	South Entrance Building		
STM	Mesa Top Building		
STM	RAIL		
TOTAL FUP FOR STM:			
FC	Site Entrance Building		
FC	Building 248		
FC	Building 249		
FC	Building 250		
FC	Building 251		
FC	Building 252		
FC	Building 254		
FC	Building 255		
FC	Building 256		
FC	Building 257		
FC	Building 258		
FC	Building 260		
FC	Research Operations Facility		
FC	Instrument Laboratory M1		
FC	M2 Weather Data Shed		
FC	Data Sheds: 4.0, 4.2/4.3, 4.4, 3.4, 3.1, 202		
TOTAL FUP FOR FC:			
RTD	ReFUEL		
TOTAL FUP FOR ReFUEL:			
GW	Golden Warehouse		
TOTAL FUP FOR GW:			
Denver West	Building 16 - Stripping and Waxing Floors (Annual)		
Denver West	Building 16 - Deep Carpet Cleaning (Annual)		
TOTAL FUP FOR Building 16:			
Add Alternate	STEP - All Buildings - 27 total, to be price individually prior to award.		
Add Alternate	FC - CCF		

Add Alternate	STM - New Waste Handling Facility		
Add Alternate	STM - EMAPS		
TOTAL FUP FOR ADD ALTERNATES:			
TOTAL FUP FOR STANDARD SERVICES			

Option 2: 10/1/2025 through 9/30/2026

Campus	Building	FUP per Month:	FUP – Yearly Total
STM	East Entrance Building		
STM	Education Center		
STM	ESIF		
STM	S&TF		
STM	RSF		
STM	Cafeteria		
STM	Parking Garage		
STM	SERF		
STM	WHF		
STM	RFHP		
STM	FTLB		
STM	OTF		
STM	TTF		
STM	IBRF		
STM	Shipping/Receiving Building		
STM	Facilities Building		
STM	Bulk Storage Building		
STM	VTIF		
STM	South Entrance Building		
STM	Mesa Top Building		
STM	RAIL		
TOTAL FUP FOR STM:			
FC	Site Entrance Building		
FC	Building 248		
FC	Building 249		
FC	Building 250		
FC	Building 251		
FC	Building 252		
FC	Building 254		
FC	Building 255		
FC	Building 256		
FC	Building 257		
FC	Building 258		
FC	Building 260		
FC	Research Operations Facility		

FC	Instrument Laboratory M1		
FC	M2 Weather Data Shed		
FC	Data Sheds: 4.0, 4.2/4.3, 4.4, 3.4, 3.1, 202		
TOTAL FUP FOR FC:			
RTD	ReFUEL		
TOTAL FUP FOR ReFUEL:			
GW	Golden Warehouse		
TOTAL FUP FOR GW:			
Denver West	Building 16 - Stripping and Waxing Floors (Annual)		
Denver West	Building 16 - Deep Carpet Cleaning (Annual)		
TOTAL FUP FOR Building 16:			
Add Alternate	STEP - All Buildings - 27 total, to be price individually prior to award.		
Add Alternate	FC - CCF		
Add Alternate	STM - New Waste Handling Facility		
Add Alternate	STM - EMAPS		
TOTAL FUP FOR ADD ALTERNATES:			
TOTAL FUP FOR STANDARD SERVICES			

Option 3: 10/1/2026 through 9/30/2027

Campus	Building	FUP per Month:	FUP – Yearly Total
STM	East Entrance Building		
STM	Education Center		
STM	ESIF		
STM	S&TF		
STM	RSF		
STM	Cafeteria		
STM	Parking Garage		
STM	SERF		
STM	WHF		
STM	RFHP		
STM	FTLB		
STM	OTF		
STM	TTF		
STM	IBRF		
STM	Shipping/Receiving Building		
STM	Facilities Building		
STM	Bulk Storage Building		
STM	VTIF		
STM	South Entrance Building		

STM	Mesa Top Building		
STM	RAIL		
TOTAL FUP FOR STM:			
FC	Site Entrance Building		
FC	Building 248		
FC	Building 249		
FC	Building 250		
FC	Building 251		
FC	Building 252		
FC	Building 254		
FC	Building 255		
FC	Building 256		
FC	Building 257		
FC	Building 258		
FC	Building 260		
FC	Research Operations Facility		
FC	Instrument Laboratory M1		
FC	M2 Weather Data Shed		
FC	Data Sheds: 4.0, 4.2/4.3, 4.4, 3.4, 3.1, 202		
TOTAL FUP FOR FC:			
RTD	ReFUEL		
TOTAL FUP FOR ReFUEL:			
GW	Golden Warehouse		
TOTAL FUP FOR GW:			
Denver West	Building 16 - Stripping and Waxing Floors (Annual)		
Denver West	Building 16 - Deep Carpet Cleaning (Annual)		
TOTAL FUP FOR Building 16:			
Add Alternate	STEP - All Buildings - 27 total, to be price individually prior to award.		
Add Alternate	FC - CCF		
Add Alternate	STM - New Waste Handling Facility		
Add Alternate	STM - EMAPS		
TOTAL FUP FOR ADD ALTERNATES:			
TOTAL FUP FOR STANDARD SERVICES			

Option 4: 10/1/2027 through 9/30/2028

Campus	Building	FUP per Month:	FUP – Yearly Total
STM	East Entrance Building		
STM	Education Center		
STM	ESIF		

STM	S&TF		
STM	RSF		
STM	Cafeteria		
STM	Parking Garage		
STM	SERF		
STM	WHF		
STM	RFHP		
STM	FTLB		
STM	OTF		
STM	TTF		
STM	IBRF		
STM	Shipping/Receiving Building		
STM	Facilities Building		
STM	Bulk Storage Building		
STM	VTIF		
STM	South Entrance Building		
STM	Mesa Top Building		
STM	RAIL		
TOTAL FUP FOR STM:			
FC	Site Entrance Building		
FC	Building 248		
FC	Building 249		
FC	Building 250		
FC	Building 251		
FC	Building 252		
FC	Building 254		
FC	Building 255		
FC	Building 256		
FC	Building 257		
FC	Building 258		
FC	Building 260		
FC	Research Operations Facility		
FC	Instrument Laboratory M1		
FC	M2 Weather Data Shed		
FC	Data Sheds: 4.0, 4.2/4.3, 4.4, 3.4, 3.1, 202		
TOTAL FUP FOR FC:			
RTD	ReFUEL		
TOTAL FUP FOR ReFUEL:			
GW	Golden Warehouse		
TOTAL FUP FOR GW:			
Denver West	Building 16 - Stripping and Waxing Floors (Annual)		
Denver West	Building 16 - Deep Carpet Cleaning (Annual)		

TOTAL FUP FOR Building 16:			
Add Alternate	STEP - All Buildings - 27 total, to be price individually prior to award.		
Add Alternate	FC - CCF		
Add Alternate	STM - New Waste Handling Facility		
Add Alternate	STM - EMAPS		
TOTAL FUP FOR ADD ALTERNATES:			
TOTAL FUP FOR STANDARD SERVICES			

SECTION 2: Fixed Unit Prices for Only Appendix A - SOW section 4)m) Optional: COVID-19 and Other Viral Disinfecting Services.

Base Period: 10/1/2023 through 9/30/2024

Campus	Building	FUP per Month:	FUP – Yearly Total
STM	East Entrance Building		
STM	Education Center		
STM	ESIF		
STM	S&TF		
STM	RSF		
STM	Cafeteria		
STM	Parking Garage		
STM	SERF		
STM	WHF		
STM	RFHP		
STM	FTLB		
STM	OTF		
STM	TTF		
STM	IBRF		
STM	Shipping/Receiving Building		
STM	Facilities Building		
STM	Bulk Storage Building		
STM	VTIF		
STM	South Entrance Building		
STM	Mesa Top Building		
STM	RAIL		
TOTAL FUP FOR STM:			
FC	Site Entrance Building		
FC	Building 248		
FC	Building 249		
FC	Building 250		
FC	Building 251		
FC	Building 252		

FC	Building 254		
FC	Building 255		
FC	Building 256		
FC	Building 257		
FC	Building 258		
FC	Building 260		
FC	Research Operations Facility		
FC	Instrument Laboratory M1		
FC	M2 Weather Data Shed		
FC	Data Sheds: 4.0, 4.2/4.3, 4.4, 3.4, 3.1, 202		
TOTAL FUP FOR FC:			
RTD	ReFUEL		
TOTAL FUP FOR ReFUEL:			
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TOTAL FUP FOR GW:			
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Add Alternate	FC - CCF		
Add Alternate	STM - New Waste Handling Facility		
Add Alternate	STM - EMAPS		
TOTAL FUP FOR ADD ALTERNATES:			
TOTAL FUP FOR STANDARD SERVICES			

Option 1: 10/1/2024 through 9/30/2025 (if exercised)

Campus	Building	FUP per Month:	FUP – Yearly Total
STM	East Entrance Building		
STM	Education Center		
STM	ESIF		
STM	S&TF		
STM	RSF		
STM	Cafeteria		
STM	Parking Garage		
STM	SERF		
STM	WHF		
STM	RFHP		
STM	FTLB		

STM	OTF		
STM	TTF		
STM	IBRF		
STM	Shipping/Receiving Building		
STM	Facilities Building		
STM	Bulk Storage Building		
STM	VTIF		
STM	South Entrance Building		
STM	Mesa Top Building		
STM	RAIL		
TOTAL FUP FOR STM:			
FC	Site Entrance Building		
FC	Building 248		
FC	Building 249		
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FC	Building 252		
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FC	Building 255		
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TOTAL FUP FOR FC:			
RTD	ReFUEL		
TOTAL FUP FOR ReFUEL:			
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TOTAL FUP FOR Building 16:			
Add Alternate	STEP - All Buildings - 27 total, to be price individually prior to award.		
Add Alternate	FC - CCF		
Add Alternate	STM - New Waste Handling Facility		
Add Alternate	STM - EMAPS		
TOTAL FUP FOR ADD ALTERNATES:			

TOTAL FUP FOR STANDARD SERVICES		
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Option 2: 10/1/2025 through 9/30/2026

Campus	Building	FUP per Month:	FUP – Yearly Total
STM	East Entrance Building		
STM	Education Center		
STM	ESIF		
STM	S&TF		
STM	RSF		
STM	Cafeteria		
STM	Parking Garage		
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STM	WHF		
STM	RFHP		
STM	FTLB		
STM	OTF		
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STM	IBRF		
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STM	Facilities Building		
STM	Bulk Storage Building		
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FC	Building 260		
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FC	Instrument Laboratory M1		
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TOTAL FUP FOR FC:			
RTD	ReFUEL		
TOTAL FUP FOR ReFUEL:			
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TOTAL FUP FOR GW:			
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TOTAL FUP FOR ADD ALTERNATES:			
TOTAL FUP FOR STANDARD SERVICES			

Option 3: 10/1/2026 through 9/30/2027

Campus	Building	FUP per Month:	FUP – Yearly Total
STM	East Entrance Building		
STM	Education Center		
STM	ESIF		
STM	S&TF		
STM	RSF		
STM	Cafeteria		
STM	Parking Garage		
STM	SERF		
STM	WHF		
STM	RFHP		
STM	FTLB		
STM	OTF		
STM	TTF		
STM	IBRF		
STM	Shipping/Receiving Building		
STM	Facilities Building		
STM	Bulk Storage Building		
STM	VTIF		
STM	South Entrance Building		
STM	Mesa Top Building		
STM	RAIL		
TOTAL FUP FOR STM:			

FC	Site Entrance Building		
FC	Building 248		
FC	Building 249		
FC	Building 250		
FC	Building 251		
FC	Building 252		
FC	Building 254		
FC	Building 255		
FC	Building 256		
FC	Building 257		
FC	Building 258		
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GW	Golden Warehouse		
TOTAL FUP FOR GW:			
Denver West	Building 16 - Stripping and Waxing Floors (Annual)		
Denver West	Building 16 - Deep Carpet Cleaning (Annual)		
TOTAL FUP FOR Building 16:			
Add Alternate	STEP - All Buildings - 27 total, to be price individually prior to award.		
Add Alternate	FC - CCF		
Add Alternate	STM - New Waste Handling Facility		
Add Alternate	STM - EMAPS		
TOTAL FUP FOR ADD ALTERNATES:			
TOTAL FUP FOR STANDARD SERVICES			

Option 4: 10/1/2027 through 9/30/2028

Campus	Building	FUP per Month:	FUP – Yearly Total
STM	East Entrance Building		
STM	Education Center		
STM	ESIF		
STM	S&TF		
STM	RSF		

STM	Cafeteria		
STM	Parking Garage		
STM	SERF		
STM	WHF		
STM	RFHP		
STM	FTLB		
STM	OTF		
STM	TTF		
STM	IBRF		
STM	Shipping/Receiving Building		
STM	Facilities Building		
STM	Bulk Storage Building		
STM	VTIF		
STM	South Entrance Building		
STM	Mesa Top Building		
STM	RAIL		
TOTAL FUP FOR STM:			
FC	Site Entrance Building		
FC	Building 248		
FC	Building 249		
FC	Building 250		
FC	Building 251		
FC	Building 252		
FC	Building 254		
FC	Building 255		
FC	Building 256		
FC	Building 257		
FC	Building 258		
FC	Building 260		
FC	Research Operations Facility		
FC	Instrument Laboratory M1		
FC	M2 Weather Data Shed		
FC	Data Sheds: 4.0, 4.2/4.3, 4.4, 3.4, 3.1, 202		
TOTAL FUP FOR FC:			
RTD	ReFUEL		
TOTAL FUP FOR ReFUEL:			
GW	Golden Warehouse		
TOTAL FUP FOR GW:			
Denver West	Building 16 - Stripping and Waxing Floors (Annual)		
Denver West	Building 16 - Deep Carpet Cleaning (Annual)		
TOTAL FUP FOR Building 16:			

Add Alternate	STEP - All Buildings - 27 total, to be price individually prior to award.		
Add Alternate	FC - CCF		
Add Alternate	STM - New Waste Handling Facility		
Add Alternate	STM - EMAPS		
TOTAL FUP FOR ADD ALTERNATES:			
TOTAL FUP FOR STANDARD SERVICES			

3. Prior to final payment under this Subcontract, the Subcontractor shall be required to submit the closeout documentation, a final property inventory, and a final Release of Claims.
4. Invoices
 - a) Invoices for work accomplished under this Subcontract shall be submitted electronically (Microsoft Word or PDF format) to the following email address. Accounts.Payable@nrel.gov
 - b) To facilitate processing and payment each invoice must reference the agreement number which appears on the cover sheet of this Subcontract. Payments under this Subcontract shall be made in accordance with this article, the payment terms and to the Subcontractor's remittance name and address shown on the cover sheet of this Subcontract.
 - c) The payment terms of this Subcontract shall mean net days from the date of receipt of an acceptable invoice or the date of receipt and acceptance of all deliverables, reporting requirements of closeout documentation for the period covered by the invoice, whichever is later.
 - d) The Subcontractor is hereby notified that NREL may withhold payment on invoices submitted, if the Subcontractor has failed to comply with or is delinquent in the submission of the reporting or deliverable requirements under this Subcontract, until such time as the Subcontractor has complied or submitted such reporting or deliverable requirements.
 - e) NREL shall pay the Subcontractor, after the submission of proper invoices, the prices stipulated in this Subcontract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this Subcontract.
 - f) To expedite the payment process please submit one invoice per email and include in the subject line of the email the following:
 - a.
 - b. Subcontract Number.
 - c. Subcontractor Name.
 - d. Invoice attached.
 - e. Email Subject Line Example: Subject: SUB-2023-XXXXX – COMPANY NAME - Invoice attached

g) To facilitate processing and payment each invoice shall reference the following items:

- a. Subcontract Number.
- b. Subcontractor remittance name and address.
- c. Invoice number and date.
- d. Certification and signature.
- e. Any other information or documentation required by other provisions of this Subcontract.

h) The Subcontractor shall submit its invoices in reasonable detail in accordance with the payment schedule contained in this article showing the total invoiced both currently and cumulatively. An authorized representative of the Subcontractor shall sign the following certification on each invoice submitted for payment:

"I certify that this invoice is correct and proper for payment and reimbursement for this amount has not and will not be received under any other Government contract or Subcontract or other source of Government funds.

Authorized Official

Date"

i) The Subcontractor is hereby notified that NREL may withhold payment on invoices submitted, if the Subcontractor has failed to comply with or is delinquent in the submission of the reporting or deliverable requirements under this Subcontract associated with the fixed unit price payment, until such time as the Subcontractor has complied or submitted such reporting or deliverable requirement.

APPLICABLE DOCUMENTATION

In addition to the terms and conditions contained in this Schedule, the following documents are attached hereto and made a part of this Subcontract:

1. Appendix A, entitled "Statement of Work", dated 03/16/2023;
2. NREL Appendix B-3, Standard Terms and Conditions for Supplies and Services (Where Service Contract Act Applies), dated 1/23/2023.
3. NREL Appendix C-3, Intellectual Property Provisions For Large and Small Business, Nonprofit Organizations, Educational Institutions, and Others (Non Research and Development) (8/1/2022)
4. NREL Appendix D, Standard Terms and Conditions for Subcontracts in Excess of \$700,000
5. NREL Appendix G, Wage Determination (SCA)
 - a. SCA 2015-5419 Revision 23 dated 12/27/2022

ORDER OF PRECEDENCE

Any inconsistency in this Subcontract shall be resolved by giving precedence in the following order:

1. This Schedule;
2. Statement of Work (Appendix A);
3. Standard Terms and Conditions (Appendix B-3);
4. NREL Appendix C-3, Intellectual Property Provisions For Large and Small Business, Nonprofit Organizations, Educational Institutions, and Others (Non Research and Development)
5. NREL Appendix D, Standard Terms and Conditions for Subcontracts in Excess of \$700,000
6. NREL Appendix G, Wage Determination (SCA)
7. Other provisions of this Subcontract whether incorporated by reference or otherwise; and
8. The Subcontractor's technical proposal, if incorporated in this Subcontract by reference of otherwise.

RIGHTS TO PROPOSAL DATA

Except for technical data contained on pages (None) of the Subcontractor's proposal dated ****/**/**** which are asserted by the Subcontractor and authorized by NREL as being proprietary data, it is agreed that, as a condition of the award of this Subcontract, and notwithstanding the provisions of any notice appearing on the proposal, the Government and NREL shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this Subcontract is based.

SUBCONTRACT ADMINISTRATION RESPONSIBILITIES

1. Signature Authority: This Subcontract may only be modified by a formal modification signed by an authorized official of NREL.
2. Subcontract Administration Responsibilities: The authorized NREL official designated as the Subcontract Administrator for this Subcontract has the responsibilities for Subcontract administration and negotiation of any modifications to this Subcontract.
3. Technical Monitoring Responsibilities: The authorized NREL official designated as the Technical Monitor for this Subcontract has the responsibilities of monitoring the technical work or services to be performed under this Subcontract. The Technical Monitor does not have the authority to make any commitments or authorize any changes which may affect the Subcontract's price, scope of work, terms, or conditions. Any such changes shall be referred to the designated Subcontract Administrator.

KEY PERSONNEL (SPECIAL – JANITORIAL SERVICES) (DEC 2022)

1. It having been determined that the individuals, whose names appear below, are necessary for the successful performance of this Subcontract, the Subcontractor agrees to assign or have assigned such individuals to the performance of the work under this Subcontract and shall not reassign or remove any of them without the written consent of the Subcontract Administrator by modification to this Subcontract:

<u>Name</u>	<u>Project Title</u>	<u>Email Address</u>	<u>Phone Number</u>
NAME	PROJECT TITLE		

2. Whenever, for any reason, one or more of the key personnel designated above, is unavailable for assignment for work under this Subcontract, the Subcontractor shall, with the approval of the Subcontract Administrator, replace such individual with an individual of substantially equal abilities and qualifications.
3. Key Personnel shall be able to read, write, speak and understand English.

GENERAL INDEMNITY

1. The Subcontractor, and the Subcontractor's heirs and assigns, shall indemnify and hold harmless NREL and the Government, and persons acting on their behalf, from all liability, including costs and expenses incurred, for injury to or death of the Subcontractor, or its employees or damage to property owned, occupied, or used by the Subcontractor, rented to the Subcontractor, or in the care, custody, or control of the Subcontractor arising out of the services performed, materials supplied, or information given in the performance of this Subcontract; provided that such liability does not directly result from the fault or negligence of NREL or the Government, or persons acting on their behalf.

ALTERATIONS TO THE TERMS AND CONDITIONS:

Appendix B-3 is hereby modified as follows:

ONSITE WORKER SAFETY AND HEALTH REQUIREMENTS (SPECIAL-COVID) (DEC 2021)
(Applies to all Subcontracts where the Subcontractor or lower-tier Subcontractor, and their employees, officers, agents, or other persons representing the Subcontractor, will perform work on NREL-operated facilities or government-owned or -leased properties.)

- (A) THE SUBCONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT ALL WORK PERFORMED UNDER THIS SUBCONTRACT (INCLUSIVE OF LOWER-TIER SUBCONTRACTORS) IS PERFORMED IN ACCORDANCE WITH THE DEPARTMENT OF ENERGY'S "WORKER SAFETY AND HEALTH" RULE CODIFIED AT 10 CFR 851. THE SUBCONTRACTOR SHALL ENSURE THAT ALL WORK IS PERFORMED IN ACCORDANCE WITH NREL'S DOE-APPROVED SAFETY MANAGEMENT SYSTEM, INCLUDING, BUT NOT LIMITED TO, THE MOST CURRENT REQUIREMENTS SET FORTH IN THE APPLICABLE NREL "SERVICE AND MAINTENANCE SUBCONTRACTOR ENVIRONMENT, SAFETY & HEALTH MANUAL" OR "CONSTRUCTION ENVIRONMENT HEALTH & SAFETY MANUAL," BOTH AVAILABLE AT <https://www.nrel.gov/about/ehs-construction.html>. THE SUBCONTRACTOR IS RESPONSIBLE FOR ENSURING ONGOING COMPLIANCE WITH ANY UPDATES AND/OR REVISIONS TO THE APPLICABLE NREL ENVIRONMENT, HEALTH & SAFETY MANUAL.

CLAUSE ORGANIZATIONAL CONFLICTS OF INTEREST (SPECIAL)(AUG 2009)

(Derived from DEAR 952.209-72)

- (A) *Purpose.* The purpose of this clause is to ensure that the Subcontractor: (1) is not biased because of its financial, contractual, organizational, or other interests that relate to the work under this Subcontract and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this Subcontract.

(B) *Scope.* The restrictions described herein shall apply to performance or participation by the Subcontractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Subcontractor") in the activities covered by this clause as a prime contractor, Subcontractor, cosponsor, joint venture, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) *Use of Subcontractor's Work Product*

- (i) The Subcontractor shall be ineligible to participate in any capacity in NREL or DOE contracts, Subcontracts, or proposals therefore (solicited and unsolicited) that stem directly from the Subcontractor's work product under this Subcontract for a period of five years after the completion of this Subcontract. Furthermore, unless so directed in writing by the NREL Subcontract Administrator, the Subcontractor shall not perform any advisory and assistance services work under this subcontract on any of the Subcontractor's products or services or the products or services of another firm, if the Subcontractor is or has been substantially involved in the development or marketing of the firm's products or services. Nothing in this subparagraph shall preclude the Subcontractor from competing for follow-on Subcontracts for advisory and assistance services.
- (ii) If, under this Subcontract, the Subcontractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Subcontractor shall be ineligible to perform or participate in any capacity in any contractual effort that is based on such statement of work or specifications. The Subcontractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the NREL Subcontract Administrator, in which case the restriction in the subparagraph shall not apply.
- (iii) Nothing in this paragraph shall preclude the Subcontractor from offering or selling its standard and commercial items to NREL or the Government.

(2) *Access to and use of information*

- (i) If the Subcontractor, in the performance of this Subcontract, obtains access to information, such as NREL or DOE plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data that has not been released or otherwise made available to the public, the Subcontractor agrees that without prior written approval of the NREL Subcontract Administrator it shall not:
 - (a) Use such information for any private purpose unless the information has been released or otherwise made available to the public;
 - (b) Compete for work for NREL or the Government based on such information for a period of six (6) months after either the completion of this Subcontract or until such information is released or otherwise made available to the public, whichever is first;

- (c) Submit an unsolicited proposal to NREL or the Government that is based on such information until one year after such information is released or otherwise made available to the public; and
 - (d) Release such information unless such information has previously been released or otherwise made available to the public by NREL or the Government.
 - (ii) In addition, the Subcontractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this Subcontract, it shall treat such information in accordance with any restrictions imposed on such information.
 - (iii) The Subcontractor may use technical data it first produces under this Subcontract for its private purposes consistent with subparagraphs (B)(2)(i)(a) and (d) of this clause and the patent, rights in data, and security provisions of this Subcontract.
- (C) *Disclosure after award*
- (1) The Subcontractor agrees that if changes, including additions, to the facts disclosed by it prior to award of this Subcontract occur during the performance of this Subcontract, it shall make an immediate and full disclosure of such changes in writing to the NREL Subcontract Administrator. Such disclosure may include a description of any action that the Subcontractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. NREL may, however terminate the Subcontract for convenience if it deems such termination to be in the best interest of NREL and the Government.
 - (2) In the event that the Subcontractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the NREL Subcontract Administrator, NREL may terminate this Subcontract for default.
- (D) *Remedies.* For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this Subcontract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, NREL may terminate the Subcontract for default, disqualify the Subcontractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this Subcontract.
- (E) *Modification.* Request for a modification of the requirements under this clause shall be directed in writing to the NREL Subcontract Administrator and shall include a full description of the requested modification and the reasons in support thereof. If it is determined to be in the best interests of NREL and the Government, the NREL Subcontract Administrator will notify the Subcontractor in writing that such modification is accepted.

SUBCONTRACTOR'S RESPONSIBILITY TO SUPERVISE AND OVERSEE WORK PERFORMED BY ITS EMPLOYEES, COMPLIANCE WITH ALL LAWS AND INDEMNIFICATION OF ALLIANCE FOR SUSTAINABLE ENERGY, LLC (SPECIAL - JANITORIAL SERVICES) (MAR 2016)

- (A) Subcontractor acknowledges and agrees that it is solely responsible for negotiating with its employees, all terms and conditions of employment for its employees performing work under this Subcontract, including hiring, supervising, establishing rates of pay, managing employee's work schedule, implementing any disciplinary actions and/or discharging any employee. Subcontractor acknowledges and agrees that NREL does not control, direct, or otherwise supervise in any way Subcontractor's employees in the performance of the services to under this Subcontract. Subcontractor acknowledges and agrees that is responsible for providing any training and instruction of its employees necessary for its employees to successfully perform the services under this Subcontract. Except for required security, health and safety information provide to Subcontractor employees during a general orientation, Subcontractor shall determine the extent, if any, that NREL's employee policies would apply.
- (B) Subcontractor shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of Subcontractor in connection with the work to be delivered under this Subcontract including, but not limited to, continued compliance with all applicable federal and state labor laws and the Affordable Care Act. Subcontractor hereby agrees that it shall not take any action in violation of any applicable legal requirement that could result in any liability being imposed on Alliance/NREL, including any action resulting in pursuit of Alliance/NREL as a joint employer.
- (C) Subcontractor's failure to comply with the requirements of this article shall be grounds for termination of this Subcontract in accordance with the termination for default clause included as Clause 47 – Default (Fixed Price Supply and Service) in the NREL Appendix B-3.
- (D) Subcontractor hereby agrees to indemnify and hold harmless Alliance for Sustainable Energy, LLC, Managing and Operating Contractor for the National Renewable Energy Laboratory (Alliance/NREL) and its officers, directors, agents and employees (each, a "Covered Party") from and against any and all liabilities, losses, claims, damages, costs and expenses (including attorneys' fees) incurred by a Covered Party arising from, or in any way connected with, the provision of the services under this Subcontract by Subcontractor, its officers, directors, agents and employees for any violation or purported violation, including any compliant filed against Subcontractor or Alliance/NREL with the NLRB, of any and all applicable Federal and State laws, including, but not limited to, all labor laws, by Subcontractor, its officers, directors, agents and employees.

REMOVED AND REPLACED WITH "RESERVED": NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014) (SPECIAL NOV 2016) *Derived from FAR 52.222-17 (May 2014)*

SUBCONTRACTOR'S RESPONSIBILITY TO SUPERVISE AND OVERSEE WORK PERFORMED BY ITS EMPLOYEES, COMPLIANCE WITH ALL LAWS AND INDEMNIFICATION OF ALLIANCE FOR SUSTAINABLE ENERGY, LLC

(A) Subcontractor acknowledges and agrees that it is solely responsible for negotiating with its employees all terms and conditions of employment for its employees performing work under this subcontract, including hiring, supervising, establishing rates of pay, managing employee's work schedule, implementing any disciplinary actions and/or discharging any employee. Subcontractor acknowledges and agrees that NREL does not control, direct, or otherwise supervise in any way Subcontractor's employees in the performance of the services under this subcontract. Subcontractor acknowledges and agrees that it is responsible for providing any training and instruction of its employees necessary for its employees to successfully perform the services under this subcontract. Except for required security, health and safety information provide to Subcontractor employees during a general orientation, Subcontractor shall determine the extent, if any, that NREL's employee policies would apply.

(B) Subcontractor shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of Subcontractor in connection with the work to be delivered under this subcontract including, but not limited to, continued compliance with all applicable federal and state labor laws and the Affordable Care Act. Subcontractor hereby agrees that it shall not take any action in violation of any applicable legal requirement that could result in any liability being imposed on Alliance/NREL, including any action resulting in the pursuit of Alliance/NREL as a joint employer.

(C) Subcontractor's failure to comply with the requirements of this article shall be grounds for termination of this subcontract in accordance with termination under Clause 42 – Termination, Appendix B-3.

(D) Subcontractor hereby agrees to indemnify and hold harmless the Alliance for Sustainable Energy, LLC, Managing and Operating Contractor for the National Renewable Energy Laboratory (Alliance/NREL) and its officers, directors, agents and employees (each, a "Covered Party") from and against any and all liabilities, losses, claims, damages, costs and expenses (including attorneys' fees) incurred by a Covered Party arising from, or in any way connected with, the provision of the services under this subcontract by Subcontractor, its officers, directors, agents and employees for any violation or purported violation of any and all applicable Federal and State laws by Subcontractor, its officers, directors, agents and employees.

SUBCONTRACTOR RELATIONSHIP WITH ALLIANCE/NREL

Subcontractor acknowledges and agrees that Subcontractor's relationship with Alliance/NREL under this subcontract creates a direct business relationship between Subcontractor and Alliance/NREL. Alliance/NREL does not, and shall not be deemed to, direct or control Subcontractor or Subcontractor's employees generally or Subcontractor's performance under this subcontract, except for technical direction in accordance with the Statement of Work to be performed, specifically including in connection with Subcontractor's delivery of services under this subcontract or Subcontractor's acts or omissions. With the exception of any requirement or other obligation required by any applicable law or otherwise required by the Alliance Prime Contract with the U.S. Department of Energy, Alliance/NREL shall have no right to require Subcontractor or Subcontractor's employees to act or refrain from acting in any certain manner. Subcontractor acknowledges and agrees that Subcontractor has

complete discretion to provide services to others or otherwise engage in other business or employment activities with entities other than Alliance/NREL.

Alliance/NREL shall retain the right to deactivate any NREL-issued identification badge or otherwise remove or restrict access to any of Subcontractor's employee(s) to the NREL site(s) in the event of a violation or alleged violation of any requirement under this subcontract or as a result of any act or omission on the part of a Subcontractor employee that causes harm to Alliance/NREL or the Government as determined in Alliance/NREL's sole discretion or in any circumstance where the Subcontractor employee violates or acts contrary to any NREL-specific security, health or safety requirement imposed on Subcontractor through this Subcontract. Alliance/NREL's decision to remove or restrict Subcontractor employee's access to the NREL site(s) may be based on, but is not limited to, Subcontractor employee's lack of decorum or other disruptive actions inconsistent with performing work on a Federal site, violations of law or other rules or regulations imposed by the Government, including, but not limited to, theft, vandalism, onsite possession of a firearm, marijuana or alcohol. Subcontractor acknowledges and agrees that Alliance's denial of an employee's ability to access the NREL site(s) is not a direction by Alliance to the Subcontractor to take any disciplinary action, up to and including termination, against a subject employee. Subcontractor shall remain solely responsible for determining and implementing any disciplinary action against its employees based on the underlying facts and circumstances which led to Alliance's decision to suspend/terminate the Subcontractor's employee's access to the NREL site. Alliance agrees through its NREL Subcontract Administrator to provide information to the Subcontractor regarding the restriction of the Subcontractor employee's access to any NREL site(s).

(END OF NOTICE)

APPENDIX B-3

Standard Terms and Conditions for Supplies and Services (Where Service Contract Act Applies)

Please refer to the full appendix text: <https://www.nrel.gov/workingwithus/standard-terms.html>

APPENDIX C-3

Standard Terms and Conditions for Intellectual Property Provisions For Large and Small Business, Nonprofit Organizations, Educational Institutions, and Others (Non Research and Development)

Please refer to the full appendix text: <https://www.nrel.gov/workingwithus/standard-terms.html>

APPENDIX D

Standard Terms and Conditions for Subcontracts in Excess of \$700,000

Please refer to the full appendix text: <https://www.nrel.gov/workingwithus/standard-terms.html>

APPENDIX G

Service Contract Act Wage Determination 2015-5419

END OF SUBCONTRACT SCHEDULE

SAMPLE