

INDEX
TO
SUBCONTRACT SCHEDULE

<u>ARTICLE - TITLE</u>	<u>PAGE</u>
INTRODUCTION	1
AGREEMENT	1
ARTICLE 1 – THE WORK TO BE PERFORMED	1
ARTICLE 2 – THE PERIOD OF PERFORMANCE	2
ARTICLE 3 – FIXED UNIT PRICES, PAYMENT, INVOICES AND OPTIONS.....	2
ARTICLE 4 – LIMITATION OF FUNDS AND LIMITATION OF COSTS	2
ARTICLE 5 - APPLICABLE DOCUMENTATION.....	9
ARTICLE 6 - ORDER OF PRECEDENCE.....	9
ARTICLE 7 – RIGHTS TO PROPOSAL.....	6
ARTICLE 8 – SUBCONTRACT ADMINISTRATION RESPONSIBILITIES	6
ARTICLE 9 – KEY PERSONNEL	6
ARTICLE 10 – PUBLICITY RELEASE AND PUBLIC AFFAIRS	6
ARTICLE 11 – FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT	7
ARTICLE 12 - INTEGRATION.....	12
 APPENDICES:	
APPENDIX A - STATEMENT OF WORK	
APPENDIX B-3 - STANDARD TERMS AND CONDITIONS	
APPENDIX D-1 - TERMS AND CONDITIONS FOR SUBCONTRACTS IN EXCESS OF \$650,000.00	
APPENDIX F - SERVICE CONTRACT ACT WAGE DETERMINATION NO. 05-2081, REV. 12, DATED 6/13/12	

ATTACHMENT 4

SUBCONTRACT NO. *_*_*****_****

UNDER

PRIME CONTRACT NO. DE-AC36-08GO28308

CONTRACTING PARTY: ALLIANCE FOR SUSTAINABLE ENERGY, LLC
MANAGEMENT AND OPERATING CONTRACTOR FOR THE
NATIONAL RENEWABLE ENERGY LABORATORY (“NREL”)

**SUBCONTRACTOR:
ADDRESS:** ***

SUBCONTRACT TITLE: “PROVIDE SNOW PLOWING AND SNOW REMOVAL
SERVICE FOR THE SOUTH TABLE MOUNTAIN (STM) SITE”

TYPE OF SUBCONTRACT: FIXED UNIT PRICE W/ OPTIONS

PERIOD OF PERFORMANCE: BASIC: EXECUTION THROUGH MONTH 12
OPTION I: MONTH 13 THROUGH MONTH 24
OPTION II: MONTH 25 THROUGH MONTH 36
OPTION III: MONTH 37 THROUGH MONTH 48
OPTION IV: MONTH 49 THROUGH MONTH 60

SUBCONTRACT AMOUNT: BASIC: ***
OPTION I: ***
OPTION II: ***
OPTION III: ***
OPTION IV: ***

PAYMENT TERMS: NET 30

**SUBCONTRACTOR'S
REMITTANCE NAME
AND ADDRESS:** ***

**FUNDED AMOUNT AND
TASK CHARGE NUMBER:** ***

SUBCONTRACT NO. *_**_****_****

BETWEEN

**ALLIANCE FOR SUSTAINABLE ENERGY, LLC
MANAGEMENT AND OPERATING CONTRACTOR FOR THE
NATIONAL RENEWABLE ENERGY LABORATORY**

AND

SCHEDULE

INTRODUCTION

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 “***” (hereinafter called "Subcontractor"), whose principal offices are located in ***.

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.

AGREEMENT

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

ARTICLE 1 – THE WORK TO BE PERFORMED

- A. The Subcontractor shall perform the work generally described as "Provide Snow Plowing and Snow Removal Service at the South Table Mountain (STM) Site”, and specifically provided for in Appendix A, Statement of Work, dated July 17, 2012, attached hereto and made a part hereof, pursuant to the provisions of this subcontract.
- B. Specific deliverables, quantities, due dates, reporting requirements, and addresses are set forth in Appendix A hereto.

ARTICLE 2 – THE PERIOD OF PERFORMANCE

The period of performance under this subcontract shall be as follows:

Basic:	Execution through Month 12
Option I:	Month 13 through Month 24
Option II:	Month 25 through Month 36
Option III:	Month 37 through Month 48
Option IV:	Month 49 through Month 60

Each of these periods may be extended by mutual written agreement of the parties. NREL will make a decision, based on its sole judgment, 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.

ARTICLE 3 – FIXED UNIT PRICES, PAYMENT, AND CEILING AMOUNT

- A. 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 \$***.
- B. Pursuant to the article entitled "Limitation of Funds and Limitation of Costs" of this Schedule the amount of \$*** has been allotted and is available for payment of occurrence specified in Paragraph A, above under this subcontract. The allotted amount will cover occurrence numbers 1 through 2 under Appendix A, Statement of Work, which deliverables required under SOW 2.1.3 shall be completed monthly after subcontract execution.
- C. The amount of \$**, presently obligated by NREL with respect to this subcontract, may be unilaterally increased by NREL by written notice to the Subcontractor, and may be increased or decreased by written agreement of the parties by formal modification of this subcontract.
- D. The giving of any notice by either party under this article, the article entitled "The Period of Performance" or the article entitled "Limitation of Funds and Costs" of this Schedule, as applicable, shall not be construed to waive or impair any rights of NREL to terminate this subcontract under the provisions of the termination clause(s) contained in Appendix B.
- E. Schedule of Fixed Unit Prices
The amounts 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:

F. Payment Schedule

Said payments shall be made after receipt of and acceptance by NREL of the specified deliverables above and upon submission by the Subcontractor of an invoice, in a form satisfactory to the Subcontract Administrator in accordance with the article entitled "Invoices"; provided, however, that said payments shall not be deemed to prejudice any rights which NREL may have by law or under other provisions of this subcontract.

G. Prior to final payment under this subcontract, the Subcontractor's shall be required to submit the closeout documentation, which may include a final patents and inventions report, a final property inventory, and a final Release of Claims.

1. Close-out

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.

2. Ceiling Amount

NREL shall not be obligated to pay the Subcontractor any amount in excess of the ceiling amount set forth in this article, and the Subcontractor shall not be obligated to continue performance if to do so would exceed the ceiling amount set forth in this article, unless and until the Subcontract Administrator shall have notified the Subcontractor in writing that the ceiling amount has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling amount for performance under this subcontract.

3. Audit

At any time before final payment under this subcontract the Subcontract Administrator may request audit of the invoices and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Subcontract Administrator not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the invoice designated by the Subcontractor as the "completion invoice" and substantiating documentation, and upon compliance by the Subcontractor with all terms of this subcontract (including, without limitation, terms relating to release of claims, terms relating to patent clearance, and the terms of Article 3, paragraph E -Invoices) NREL shall promptly pay any balance due the Subcontractor. The completion invoice and substantiating documentation, shall be submitted by the Subcontractor as promptly as practicable following completion of the work under this subcontract, but in no event later than one (1) year (or such longer period as the Subcontract Administrator may approve in writing) from the date of completion.

H. Invoices

1. Invoices for work accomplished under this subcontract shall be submitted in an original and one copy to:

National Renewable Energy Laboratory
Attn: **, MS RSF 0303

15013 Denver West Parkway
Golden, CO 80401

- 2. To facilitate processing and payment each invoice must reference the subcontract 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.
- 3. 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 or closeout documentation for the period covered by the invoice, whichever is later.
- 4. An authorized representative of the Subcontractor shall sign the following certification on each invoice/voucher submitted for payment:

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

Authorized Official Date"

- 5. 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.
- 6. 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. Unless otherwise specified in this subcontract, payment shall be made on partial deliveries accepted by NREL if –
 - a. The amount due on the deliveries warrants it; or
 - b. The Subcontractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total subcontract price.

ARTICLE 4 - LIMITATION OF FUNDS AND LIMITATION OF COSTS

The Limitations of Funds clause contained in Appendix B shall be operable during such time that NREL incrementally allots additional funds to this subcontract as set forth in Article 3 – Fixed Unit Prices, Payment, and Ceiling Amount. (The Limitations of Cost clause shall be inoperable during such time.)

The Limitations of Cost clause contained in Appendix B shall become operable at such time that NREL allots to this subcontract an amount equal to the total estimated NREL cost set forth in Article 3 – Fixed Unit Prices, Payment, and Ceiling Amount. (The Limitations of Funds clause shall be inoperable at such time.)

ARTICLE 5 – 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:

- A. Appendix A, entitled “Statement of Work – “Provide Snow Plowing and Snow Removal Service for the South Table Mountain (STM) Site”, dated 7/17/12.
- B. Appendix B-3, entitled “Standard Terms and Conditions”, dated 8/1/12.
- C. Appendix D-1 entitled “Terms and Conditions for Subcontracts Excess if \$650,000.00”, dated 8/1/12.
- D. Appendix F, Service Contract Act Wage Determination No. 2005-2081, Revision No. 12, Dated 6/13/12.
- E. Subcontractor’s technical proposal number ** dated (***) together with any revisions, is hereby incorporated by reference. In the event there is a conflict between the Subcontractor’s technical proposal and any other provisions of this subcontract, the latter shall prevail.

ARTICLE 6 – ORDER OF PRECEDENCE

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

- A. This Schedule;
- B. Statement of Work - “Provide Snow Plowing and Snow Removal Service for the South Table Mountain (STM) Site”, dated 7/17/12 (Appendix A);
- C. Standard Terms and Conditions, dated 8/1/12 (Appendix B-3);
- D. Terms and Conditions for Subcontracts in Excess of \$650,000.00 (Appendix D-1)
- E. Service Contract Act Wage Determination No. 2005-2081, Revision No. 12, Dated 6/13/12. (Appendix F);
- F. Other provisions of this subcontract whether incorporated by reference or otherwise; and
- G. The subcontractor’s technical proposal, if incorporated in this subcontract by reference or otherwise.

ARTICLE 7 – RIGHTS TO PROPOSAL

Except for technical data contained on pages (***) of the subcontractor's proposal dated *** which are asserted by the Subcontractor 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.

ARTICLE 8 – SUBCONTRACT ADMINISTRATION RESPONSIBILITIES

- A. Signature Authority: This subcontract may only be modified by a formal modification signed by an authorized official of NREL.
- B. Subcontract Administration Responsibilities: The authorized official of NREL has designated **Elaine Strasser** as the Subcontract Administrator for this subcontract with the responsibilities for subcontract administration and negotiation of any modifications to this subcontract. The Subcontract Administrator's telephone number is **(303) 384-7336**.
- C. Technical Monitoring Responsibilities: The authorized official of NREL has designated *** as the Technical Monitor for this subcontract with 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 Subcontract Administrator designated in Paragraph B above. The Technical Monitor's telephone number is **(303) ***-******.

ARTICLE 9 – KEY PERSONNEL

- A. 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 consent of the Subcontract Administrator by modification to this subcontract:

<u>Name</u>	<u>Project Title</u>	<u>Telephone No.</u>
***	****	****

- B. Whenever, for any reason, one or more of the designated 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.

ARTICLE 10 – PUBLICITY RELEASE AND PUBLIC AFFAIRS

- A. Publicity release of any nature in connection with this subcontract shall be coordinated as provided in the "Public Affairs" clause of Appendix B. The Subcontractor shall not make without prior

review and approval of the NREL Subcontract Administrator, any publicity release of any nature of general, non-technical information in connection with this subcontract. For purposes of this subcontract, general, non-technical information means any information concerning the existence of the subcontract, the identity of the parties, and the scope and general character of the research or technical activity. As used in this Article, "publicity release" does not include a lawful inspection of the Subcontractor's records conducted pursuant to Federal or State public records access statutes. The Subcontractor may report specifics regarding the formation and execution of this subcontract in its internal publications without prior review and approval of the NREL Subcontract Administrator.

ARTICLE 11 – FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT

- A. This article applies to both subcontracts subject to area prevailing wage determinations and subcontracts subject to collective bargaining agreements.
- B. The Subcontractor warrants that the prices in this subcontract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this article.
- C. The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year subcontract or the beginning of each renewal option period, shall apply to this subcontract. If no such determination has been made applicable to this subcontract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year subcontract or the beginning of each renewal option period, shall apply to this subcontract.
- D. The subcontract price or subcontract unit price labor rates will be adjusted to reflect the Subcontractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Subcontractor as a result of:
 - 1. The Department of Labor wage determination applicable on the anniversary date of the multiple year subcontract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Subcontractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Subcontractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;
 - 2. An increased or decreased wage determination otherwise applied to the subcontract by operation of law; or
 - 3. An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this subcontract, affects the minimum wage, and becomes applicable to this subcontract under law.

- E. Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph C. of this article, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.
- F. The Subcontractor shall notify the Subcontract Administrator of any increase claimed under this article within thirty (30) days after receiving a new wage determination unless this notification period is extended in writing by the Subcontract Administrator. The Subcontractor shall promptly notify the Subcontract Administrator of any decrease under this article, but nothing in the article shall preclude NREL from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Subcontract Administrator may reasonably require. Upon agreement of the parties, the subcontract price or subcontract unit price labor rates shall be modified in writing. The Subcontractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.
- G. The Subcontract Administrator or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Subcontractor until the expiration of three (3) years after final payment under the subcontract.

ARTICLE 12 – INTEGRATION

This subcontract 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 subcontract shall be of any force or effect unless in writing signed by a duly authorized official of NREL.

IN WITNESS WHEREOF, the parties hereto have executed this subcontract as of the date fully signed below.

ACCEPTED: ****

AUTHORIZED: ALLIANCE FOR SUSTAINABLE ENERGY, LLC.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____