

**ATTACHMENT F**  
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**TO**  
**SUBCONTRACT SCHEDULE**

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**ATTACHMENT F**

**SAMPLE SUBCONTRACT NO. AEJ-1-\*\*\*\*\*\_\*\***

**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:** “SOLAR DECATHLON 2013”

**TYPE OF SUBCONTRACT:** FIRM FIXED PRICE

**PERIOD OF PERFORMANCE:** PHASE I: EXECUTION DATE THROUGH 01/31/13  
PHASE II: 02/01/13 THROUGH 11/22/13

**SUBCONTRACT AMOUNT:** PHASE I: \$ 50,000.00  
PHASE II: \$ 50,000.00  
TOTAL: \$100,000.00

**PAYMENT TERMS:** NET 30

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

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



**SAMPLE SUBCONTRACT NO. AEJ-\*.\*\*\*\*\*.\*\***

**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 "Solar Decathlon 2013", and specifically provided for in Appendix A, Statement of Work, 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 for this subcontract shall be as follows:

Phase I: Execution Date through 01/31/13  
Phase II: 02/01/13 through 11/22/13

Each of these periods may be extended by mutual written agreements of the parties. NREL will make a decision based on its sole judgment, whether or not to continue to fund each Phase prior to the completion date of each Phase. If all Phases are authorized by NREL, the total period of performance for the Subcontract agreement would be \*\* (\*\*) months. If NREL should decide not to authorize a Phase, the Subcontract shall be considered complete upon submittal of the final deliverable during the preceding period.

### ARTICLE 3 - PRICE, PAYMENT, AND LIMITATION OF PAYMENT OBLIGATIONS

- A. The Subcontractor is authorized by NREL's execution of this subcontract to perform that portion of the deliverables under Appendix A, Statement of Work, for which funds have been allotted and are available for payment pursuant to Article 3, Paragraph C of this Schedule.
- B. Payments will be made by NREL upon receipt and acceptance of the deliverables, for which funds have been allotted and are available for payment, in the following specified amounts:

<u>Occurrences</u>	<u>Amount</u>
<b><u>Phase I:</u></b>	
1. Website Due: 08/19/12	\$ 5,000.00
2. Design Development Phase, consisting of: Building Info Model, Drawings and Project Manual Due: 10/11/12	\$ 35,000.00
3. Computer-Animated Walkthrough Due: 12/21/12	\$ 5,000.00
4. Scale Model Due: 01/19/13	<u>\$ 5,000.00</u>
Total Phase I Price	\$ 50,000.00
<b><u>Phase II:</u></b>	
5. Health and Safety Plan Due: 02/12/13	\$ 5,000.00
6. Construction Documentation, consisting of: Building Info Model, Drawings and Project Manual Due: 02/12/13	\$ 25,000.00
7. Project Summary Due: 04/25/13	\$ 5,000.00
8. Public Exhibit Materials Due: 06/27/13	\$ 5,000.00
9. Disassembly Due: No later than 11/22/13	\$ 5,000.00
10. Final Report Due: 11/22/13	<u>\$ 5,000.00</u>
Total Phase II Price	\$ 50,000.00

**Total Phase I & Phase II Price:** \$ 100,000.00

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.

- C. Pursuant to the article entitled "Limitation of Price and Subcontractor Obligations" of this Schedule, the amount of \$\* has been allotted and is available for payment of occurrence specified in Paragraph B above under this subcontract. The allotted amount will cover occurrences \* under Appendix A, Statement of Work, which deliverables shall be completed on or before \*\*/\*\*/\*\*.

#### ARTICLE 4 - LIMITATION OF PRICE AND SUBCONTRACTOR OBLIGATIONS

- A. Funds available for performance are described in Article 3 - Price, Payment, Limitation of Payment Obligations. The amount of funds available at award is not considered sufficient for the performance required for any tasks under Appendix A, Statement of Work other than the deliverables specified in Article 3 - Price, Payment, and Limitation of Payment Obligations. When additional funds are available for the subcontract, NREL shall so notify the Subcontractor in writing. NREL shall also modify the amount of funds described in Article 3, Paragraph C as available for subcontract performance.
- B. NREL is not obligated to the Subcontractor for any amount over that described in Article 3, Paragraph C as available for subcontract performance.
- C. The Subcontractor is not obligated to incur costs for the performance required for effort associated with deliverables not designated as being covered by the available funds unless and until written notification is received from the Subcontract Administrator of an increase in availability of funds. If so notified, the Subcontractor's obligation shall increase only to the extent subcontract performance is required for the additional deliverables for which funds are made available.
- D. If this subcontract is terminated under the "Termination for Convenience of NREL" clause, "total subcontract price" in that clause means the amount available for performance of this subcontract, as in Paragraph A above, plus any amount established as the cancellation ceiling. "Work under the subcontract" in that clause means the work under deliverable requirements for which funds have been made available. If the subcontract is terminated for default, NREL's rights under this subcontract shall apply to the entire requirement.
- E. Notification to the Subcontractor of an increase or a decrease in the funds available for performance of this subcontract under another article or clause (e.g., an "Option" or "Changes" clause) shall not constitute the notification contemplated by Paragraph A of this article.

**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” dated 07/08/11.
- B. Appendix B, entitled “General Terms and Conditions for Solar Decathlon” dated 07/06/11.
- C. Appendix C, entitled “Intellectual Property Provisions for Solar Decathlon” dated 07/06/11.
- D. 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 (Appendix A);
- C. General Terms and Conditions for Solar Decathlon (Appendix B);
- D. Intellectual Property Provisions for Solar Decathlon (Appendix C);
- E. Other provisions of this subcontract whether incorporated by reference or otherwise; and
- F. The Subcontractor’s technical proposal, if incorporated in this subcontract by reference or otherwise.

**ARTICLE 7 – RIGHTS TO PROPOSAL DATA**

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 \*\* 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)\*\*.

- 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 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 – INVOICES**

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

National Renewable Energy Laboratory  
 Attn: \*, M/S\*  
 1617 Cole Boulevard  
 Golden, CO 80401-3305

To facilitate processing and payment each invoice shall include as applicable the following: (1) the date of the invoice, (2) the subcontract number which appears on the cover sheet of this subcontract, (3) the occurrence number associated with the requested payment as contained in Article 3 or a description of the supplies, or services covered by the invoice; and (4) any other information or documentation required by other provisions of this subcontract.

Payments under this subcontract shall be made in accordance with the payment terms and to the Subcontractor's remittance name and address shown on the cover sheet of this subcontract. Final payment under this subcontract shall be made upon receipt of any required patent clearance from DOE.

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 covered by the invoice, whichever is later.

The Subcontractor shall submit its invoices in reasonable detail in accordance with the payment schedule contained in the Article 3 showing the total fixed price 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”

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 price payment, until such time as the Subcontractor has complied or submitted such reporting or deliverable requirement.

**ARTICLE 11 – PUBLICITY RELEASE AND PUBLIC AFFAIRS (SPECIAL – SOLAR DECATHLON) (JULY 2011)**

- 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. Without prior review and approval of the NREL Subcontract Administrator, the Subcontractor may publicly disclose for administrative reporting purposes only the following specifics regarding this subcontract: (1) title of the subcontract; (2) amount of subcontract; and (3) that the Alliance for Sustainable Energy, LLC is the sponsoring organization.
- B. Data rights are set forth in Appendix C hereof.

**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: \_\_\_\_\_