



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

Subcontractor City of Sanibel
800 Dunlop Road
SANIBEL, FL 33957-4021

Agreement Type	Firm Fixed Price	
Agreement Number	SUB-2026-10052	
Modification Number	0	
Period of Performance Start	12/09/2025	
Period of Performance End	10/31/2026	
NAICS Code	541990	
Options Included	N	If Options are included, see Article titled "Period of Performance for option details"

Agreement Ceiling Amount: \$ 20,000

Agreement Funded Amount: \$ 20,000

Buyer/Subcontract Administrator:	Accounting Specialist:	
Lora Haynes	Technical Monitor/POC:	O'Toole-Leonard, Kelly
Lora.Haynes@nrel.gov	Bill To:	accounts.payable@nrel.gov
	Payment Terms:	NET 30
Agreement Title:		
"ETIPP Cohort 5 Strategic Energy Planning Track Community Support"		

This Agreement, encompassing all amendments duly executed, encapsulates the complete accord between the parties, with no other understandings or representations beyond those explicitly delineated or referenced herein. Any modifications to this agreement post-execution will not be binding or effective unless documented in writing and signed by an officially authorized representative of the Alliance for Sustainable Energy, LLC.

Subcontractor certifies size and socio-economic status representation submitted in its SAM.gov registration is current, accurate and complete as of the date of its offer in response to the associated solicitation, as required by FAR 52.219-9(c)(2)(ii)(B).

If Subcontractor is *not* currently registered in SAM.gov, Subcontractor certifies that its self-certification of size and socio-economic status submitted in a formal small business certification and contract management system is current, accurate and complete, as of the date of Subcontractor's offer.

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

ACCEPTED: City of Sanibel

AUTHORIZED: ALLIANCE FOR SUSTAINABLE ENERGY, LLC

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Line	Part Number / Description	Quantity	UOM	Unit Price (USD)	Tax	Amount (USD)

1	Original Award SUB-2026-10052	0.00	20,000.00
	Deliver To: Haynes, Lora		
Total:			(USD)

Contract Terms and Conditions

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 City of Sanibel (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

The period of performance under this subcontract shall commence upon the date of execution and may be extended for additional periods by mutual written agreement of the parties.

PRICE AND PAYMENT

1. In full consideration of the Subcontractor's performance, hereunder, NREL shall pay the Subcontractor the prices stipulated in Paragraph 2 below, less any deductions provided in this subcontract. The total price for performance and receipt and acceptance of all deliverables under this subcontract is the Total Price in Paragraph 2 below.
2. Payments will be made by NREL upon receipt and acceptance of the following deliverables in the amount specified:

Occurrences		Amount
1	Reporting	\$5,782.55
2	In-Person Workshop	\$9,455.35
3	Final Strategic Energy Plan	\$4,081.80
4	Closeout	\$680.30
Total Price:		\$20,000.00

Said payments shall be made after receipt of and acceptance by NREL of the specified deliverable 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.

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 9/30/25
2. Appendix B-7, entitled "Standard Terms and Conditions", dated 01/23/2023
3. Appendix C-3, entitled "Intellectual Property Provisions", dated 08/01/2022
4. Subcontractor's technical proposal number (None) dated 12/02/25 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.

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-7);
4. Intellectual Property Provisions (Appendix C-3);
5. Other provisions of this subcontract whether incorporated by reference or otherwise; and
6. The Subcontractor's technical proposal, if incorporated in this subcontract by reference or otherwise.

RIGHTS TO PROPOSAL DATA

Except for technical data contained on pages (None) of the Subcontractor's proposal dated 12/02/25 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 other 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

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 consent of the Subcontract Administrator by modification to this subcontract:

<u>Name</u>	<u>Project Title</u>	<u>Email Address</u>
Ashlee Painter	Chief Resilience Officer	ashlee.painter@mysanibel.com

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.

INVOICES

1. 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
2. To expedite the payment process please submit one invoice per email and include in the subject line of the email the following:

- Accounting Specialist-Subcontracts Name
- Agreement Number
- Subcontractor Name
- Invoice attached

Example: Subject: Accounting Specialist-Subcontracts Name - Subcontract # - Subcontractor Name - Invoice attached

3. To facilitate processing and payment each invoice shall reference the following items:
 - Accounting Specialist-Subcontracts Name
 - Agreement Number
 - Subcontractor remittance name and address
 - Deliverable title/Occurrence number
 - Invoice number and date
 - Certification and signature
 - Any other information or documentation required by other provisions of this subcontract
4. 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.
5. 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.
6. The Subcontractor shall submit its invoices in reasonable detail in accordance with the payment schedule contained in the Article entitled "Price and Payment" 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"

7. 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.

PUBLICITY RELEASE, PUBLIC AFFAIRS AND DATA RIGHTS

1. 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.
2. Data rights are set forth in Appendix C hereof.

WORKERS' COMPENSATION INSURANCE

Unless specifically exempted by State law, the Subcontractor shall procure adequate workers' compensation insurance and provide proof of such insurance to the NREL Subcontract Administrator, or its agent before the commencement of work under the subcontract. The workers' compensation insurance shall be maintained in full effect as required by applicable State law and regulations covering all employees engaged in work related to this subcontract or performing services throughout the duration of this subcontract. As applicable, the Subcontractor shall be responsible for complying with all requirements to obtain an exemption from coverage under the applicable State law and shall provide proof of such exemption to the NREL Subcontract Administrator or its agent before the commencement of work under the subcontract. Noncompliance with this insurance provision shall be considered a material breach of the subcontract. This insurance provision supersedes any workers' compensation requirement that may be resident in an applicable B-Appendix to the subcontract.

APPENDIX B-7

Standard Terms and Conditions for Technical Services (Where Service Contract Act Does Not Apply)

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

APPENDIX C-3

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>