

BETWEEN

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

Alliance for Energy Innovation, LLC  
Management and Operating Contractor for the  
National Laboratory of the Rockies

AND

Subcontractor WASHOE COUNTY  
1001 E 9th Street  
RENO, NV 89512-2845

Agreement Ceiling Amount: \$ 295,000

Agreement Funded Amount: \$ 295,000

|                             |                  |                                                                                        |
|-----------------------------|------------------|----------------------------------------------------------------------------------------|
| Agreement Type              | Firm Fixed Price |                                                                                        |
| Agreement Number            | SUB-2026-10014   |                                                                                        |
| Modification Number         | 1                |                                                                                        |
| Period of Performance Start | 11/18/2025       |                                                                                        |
| Period of Performance End   | 09/17/2027       |                                                                                        |
| NAICS Code                  | 54171            |                                                                                        |
| Options Included            | N                | If Options are included, see Article titled "Period of Performance for option details" |

|                                                                            |                        |                                                                          |
|----------------------------------------------------------------------------|------------------------|--------------------------------------------------------------------------|
| Buyer/Subcontract Administrator:                                           | Accounting Specialist: |                                                                          |
| Kyndall Renae Jackson                                                      | Technical Monitor/POC: | Summerville, Brent                                                       |
| Kyndall.Jackson@nrel.gov                                                   | Bill To:               | <a href="mailto:accounts.payable@nrel.gov">accounts.payable@nrel.gov</a> |
|                                                                            | Payment Terms:         | NET 30                                                                   |
| Agreement Title:                                                           |                        |                                                                          |
| Community Microgrid Development Partnership Awards – Microgrid Development |                        |                                                                          |

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 Energy Innovation, 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: WASHOE COUNTY

AUTHORIZED: ALLIANCE FOR ENERGY INNOVATION, LLC

Signed by:  
**Clara Andriola**  
By: \_\_\_\_\_  
A0A88439945C4BF...  
Name: Clara Andriola  
Title: Washoe County Commissioner, Chair  
Date: 3/11/2026

Signed by:  
**jeffrey soltesz**  
By: \_\_\_\_\_  
FE5014758A94475...  
Name: jeffrey soltesz  
Title: R&D Subcontracts Team Mgr.  
Date: 3/12/2026

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

|        |                                                                                                                                                                |      |            |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|
| 1      | Community Microgrid Development<br>Partnership Awards – Microgrid<br>Development<br><b>Deliver To:</b> Jackson, Kyndall Renae                                  | 0.00 | 295,000.00 |
| Total: |                                                                                                                                                                |      | (USD)      |
| 2      | Mod 1 to SUB-2026-10014 incorporates<br>an updated deliverables table and<br>incorporates Brent Summerville as the<br>Technical Monitor.<br><b>Deliver To:</b> | 0.00 | 0.00       |
| 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 Washoe County (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           | Summary of Work Effort         | \$5,000.00  |
| 2           | Community Benefits Plan        | \$40,000.00 |
| 3           | Contract Project Manager       | \$30,000.00 |
| 4           | Quarterly Report 1             | \$45,000.00 |
| 5           | Microgrid Design Specification | \$2,000.00  |
| 6           | Microgrid Development Plan     | \$40,000.00 |
| 7           | Quarterly Report 2             | \$2,000.00  |
| 8           | Quarterly Report 3             | \$2,000.00  |
| 9           | Quarterly Report 4             | \$2,000.00  |

|                     |                                      |                     |
|---------------------|--------------------------------------|---------------------|
| 10                  | Microgrid Introductory Design        | \$32,000.00         |
| 11                  | Quarterly Report 5                   | \$2,000.00          |
| 12                  | Microgrid Performance Assessment     | \$17,000.00         |
| 13                  | Quarterly Report 6                   | \$2,000.00          |
| 14                  | Microgrid Financial Assessment       | \$27,000.00         |
| 15                  | Quarterly Report 7                   | \$2,000.00          |
| 16                  | Microgrid Construction Specification | \$40,000.00         |
| 17                  | Microgrid Development Final Report   | \$5,000.00          |
| <b>Total Price:</b> |                                      | <b>\$295,000.00</b> |

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 8/5/25
2. Appendix B-2, entitled "Standard Terms and Conditions", dated 01/23/2023
3. Appendix C-1, entitled "Intellectual Property Provisions", dated 08/01/2022
4. Subcontractor's technical proposal number (None) dated 01/30/2025 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-2);
4. Intellectual Property Provisions (Appendix C-1);
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 01/30/2025 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>                                                     |
|---------------|---------------------------|--------------------------------------------------------------------------|
| Brian Beffort | Sustainability Manager    | <a href="mailto:bbeffort@washoecounty.gov">bbeffort@washoecounty.gov</a> |
| Alfredo Villa | Fiscal Compliance Officer | <a href="mailto:amvilla@washoecounty.gov">amvilla@washoecounty.gov</a>   |

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](mailto: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. The Subcontractor should particularly note that all papers and documents that are required for submittal and distribution for patent clearance under this subcontract should first be submitted to the Department of Energy, Intellectual Property Law Division, Chicago Operations Office, 9800 South Cass Avenue, Argonne, Illinois 60439 prior to distribution to the public. This requirement of patent clearance prior to publication of all Subcontractor's reports is specifically required and set forth in Appendix C hereof.

#### **COMPLIANCE WITH DOE O 486.1A, DEPARTMENT OF ENERGY FOREIGN GOVERNMENT SPONSORED OR AFFILIATED ACTIVITIES (MAR 2021)**

#### **COMPLIANCE WITH DOE O 486.1A, DEPARTMENT OF ENERGY FOREIGN GOVERNMENT SPONSORED OR AFFILIATED ACTIVITIES (MAR 2021)**

*(Applies when Subcontractor performs Research and Development or Demonstration work performed on or at an NREL/Government facility, including an NREL/Government leased facility)*

DOE Order 486.1A, Foreign Government Sponsored or Affiliated Activities, prohibits SUBCONTRACTOR personnel and applicable lower-tier subcontractor personnel performing work under this subcontract from participation in any Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk.

With respect to the work being performed under this subcontract, SUBCONTRACTOR must file reports with the DOE, through the NREL Subcontract Administrator contact, upon execution or modification, of this subcontract and on a quarterly basis, disclosing whether any SUBCONTRACTOR personnel or applicable lower-tier subcontractor personnel who are working under this subcontract, are participating in any Foreign Government-Sponsored Talent Recruitment Program (FGTRP). If SUBCONTRACTOR personnel or applicable lower-tier subcontractor personnel performing work under this subcontract are participating in a Foreign Government Talent Recruitment Program, SUBCONTRACTOR shall provide the following information for each disclosed or

otherwise identified activity:

- a. laboratory;
- b. country;
- c. description of activity;
- d. name of Foreign Government-Sponsored Talent Recruitment Program;
- e. funding or other value received or expected;
- f. duration;
- g. technical area;
- h. subcontractor action;
- i. status or disposition; and
- j. any other information requested by DOE.

Any SUBCONTRACTOR personnel or applicable lower-tier subcontractor personnel performing work under this subcontract currently participating in a disclosed or otherwise identified Foreign Government Talent Recruitment Program of a Foreign Country of Risk must either stop performing work within the scope of the Alliance Prime Contract with DOE, or stop participation in such activity within a reasonable period of time, not to exceed 30 days, until DOE makes a final determination in accordance with DOE Order 486.1A, Attachment 1 Contractor Requirements Document.

Definitions:

- (1) Foreign Country of Risk. Any foreign country determined to be of risk, following consideration of, but not limited to, the Office of the Director of National Intelligence WorldWide Threat Assessment and The National Counterintelligence Strategy of the United States of America, by the Under Secretary for Science in consultation with the Under Secretary of Energy; the Under Secretary for Nuclear Security; and the Office of Intelligence and Counterintelligence.
- (2) Foreign Government-Sponsored Talent Recruitment Program. An effort directly or indirectly organized, managed, or funded by a foreign government to recruit science and technology professionals or students (regardless of citizenship or national origin, and whether having a full-time or part-time position). Some foreign government-sponsored talent recruitment programs operate with the intent to import or otherwise acquire from abroad, sometimes through illicit means, proprietary technology or software, unpublished data and methods, and intellectual property to further the military modernization goals and/or economic goals of a foreign government. Many, but not all, programs aim to incentivize the targeted individual to physically relocate to the foreign state for the above purpose. Some programs allow for or encourage continued employment at U.S. research facilities or receipt of Federal research funds while concurrently working at and/or receiving compensation from a foreign institution, and some direct participants not to disclose their participation to U.S. entities. Compensation could take many forms including cash, research funding, complimentary foreign travel, honorific titles, career advancement opportunities, promised future compensation, or other types of remuneration or consideration, including in-kind compensation.

## **SCIENTIFIC INTEGRITY (FEB 2024)**

*Derived from DOE O 411.2 (JAN 2017)*

*(Applies to all research and development subcontracts supported by U.S. Department of Energy (DOE) funding. The requirements of this Article do not affect the rights to publications, etc., granted to the Subcontractor under Appendix C)*

### **DEFINITIONS**

"DOE Policy Matter" within the context of this Clause shall mean guidelines, plans or strategies related to energy security, environmental management, research and development, nuclear security, energy efficiency, renewable energy, climate change, electricity delivery and energy reliability, energy regulations and standards and internal energy corporation.

"Media Inquiry" shall mean a request for response or comment made by members of the media, such as journalists, reporters, or broadcasters.

"Non-Technical Information" shall mean information of a non-technical nature, such as business data, financial data, customer data, sales data and procurement data.

"Organizational Capacity" shall mean acting or speaking in an official or employment capacity, including actions or speech made, or reasonably interpreted to be made, on behalf of an institution or organization.

"Scientific and Technical Information" shall mean findings, analyses, or results related to R&D or other scientific and technological endeavors; is generated by work funded by DOE or performed at DOE facilities; and is deemed by the originator to be useful beyond the originating organization, i.e., intended to be published or disseminated.

"Scientific and Technical Opinion" shall mean an opinion that is well grounded in theory and supported by scientific studies demonstrating that the results are fit for their intended use.

- a. When directly expressing personal views on DOE Policy Matters to the public and media, Subcontractor shall ensure that Subcontractor personnel clarify that they are expressing their own views and not those of NREL, the DOE, or the U.S. Government.
- b. Representations by Subcontractors or their personnel attributed to NREL, the U.S. Government, or DOE, or on DOE Policy Matters require the authorization of the NREL Subcontract Administrator who shall coordinate such authorization with DOE headquarters.
- c. Subcontractor, including Subcontractor management, must not suppress or alter Scientific and Technological Information, nor intimidate or coerce its research personnel, lower-tier subcontractors, or others to alter or censor Scientific and Technological Information and associated conclusions.
- d. Subcontractor must inform the NREL Subcontract Administrator of Media Inquiries that are related to the work performed under the Subcontract.
- e. If a planned response to a Media Inquiry extends beyond the established Scientific and Technological Information and relates to DOE Policy Matters, the Subcontractor must coordinate its response with NREL prior to providing the response, specifically by informing the Subcontract Administrator who will coordinate with DOE headquarters.
- f. Public representations made by the Subcontractor or Subcontractor personnel in their Organizational Capacity related to NREL, the Government, or DOE, including DOE Policy Matters, must be pre-approved by the NREL Subcontract Administrator who shall coordinate such authorization with DOE headquarters, as applicable.
- g. Under the provisions of DEAR 952.204-75 (Public Affairs) included in Appendix B to this subcontract, the Subcontractor must obtain pre-approval of news releases related to general, non-technical information concerning the existence of the subcontract, the identity of the parties, and the character and scope of the Subcontractor's effort, including NREL/DOE policies, programs, and activities from the NREL Subcontract Administrator who shall coordinate with DOE headquarters, before issuing the new release. [For the sake of clarification DOE considers news releases issued by the Subcontractor that are related to the work performed under the Subcontract to be those of NREL/DOE, rather than the Subcontractor or an individual researcher, and hence reflect upon both the Subcontractor that issues the news release and NREL/DOE.]
- h. The dissemination of Scientific and Technical Information may be restricted by laws, regulations, and DOE directives governing classified, privacy, proprietary, and other protected information. As applicable, documents in a classified subject area must be reviewed in accordance with DOE O475.2B, Identifying Classified Information, prior to public release.
- i. Digital and Social Media:
  - (1) Subcontractor and Subcontractor personnel need not seek NREL/DOE headquarters approval to use digital media in their Organizational Capacity, except as otherwise provided in this Clause. Subcontractor personnel need not seek NREL/DOE headquarters approval to use digital media in their personal and individual capacity.

(2) Subcontractor management must not suppress or alter the social media posts of its personnel made in the personnel's personal and individual capacity that express Scientific and Technical Opinions.

- j. The Subcontractor is responsible for maintaining the integrity of research performed pursuant to its NREL Subcontract as provided in the clause titled "Research Misconduct" derived from DEAR 952.235-71 in Appendix B to this subcontract
- k. Subcontractor management must provide its personnel an opportunity to review, prior to publication or release, any public communication (e.g., press release) related to work performed under the Subcontract that substantially relies on the research or is released under Subcontractor's personnel name.
- l. In general, any policies impacting the professional development activities of Subcontractor personnel are the purview of the Subcontractor. However, the Subcontractor must follow applicable Subcontract guidance on conference attendance and management of Scientific and Technical Information.
- m. *Flowdown.* The Subcontractor shall insert the substance of this clause, including this paragraph (m), in all lower-tier subcontracts under this Subcontract.

## **APPENDIX B-2**

Standard Terms and Conditions for Research and Development Subcontracts

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

## **APPENDIX C-1**

Intellectual Property Provisions for Large Business, State and Local Governments, of Foreign Organizations (Research, Development, or Demonstration)

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