

Acuerdos Bilaterales

Clasificación: 33-2003

Fecha de Ingreso: 20 de mayo de 2003

Nombre de Acuerdo: Subcontract No ACX-3-33448-01(Prime Contract No DE-AC36-99GO10337)

Materia: Medio ambiente

Partes: SG/OEA & Midwest Research Institute Nacional Renewable Energy Laboratory

Referencia: MRINREL

Fecha de Firma: 28 de marzo de 2003

Fecha de Inicio: 28 de marzo de 2003

Fecha de Terminación: 30 de junio de 2003

Lugar de Firma:

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

SUBCONTRACT NO. ACX-3-33448-01

UNDER

PRIME CONTRACT NO. DE-AC36-99GO10337

CONTRACTING PARTY: MIDWEST RESEARCH INSTITUTE
NATIONAL RENEWABLE ENERGY LABORATORY
DIVISION

SUBCONTRACTOR: ORGANIZATION OF AMERICAN STATES

ADDRESS: 1889 F STREET NW
WASHINGTON, DC 20006

SUBCONTRACT TITLE: "SUPPORT TO NREL FOR THE GLOBAL VILLAGE
ENERGY PARTNERSHIP - LATIN AMERICA AND
CARIBBEAN INITIATIVE"

TYPE OF SUBCONTRACT: FIRM FIXED PRICE

PERIOD OF PERFORMANCE: EXECUTION DATE THROUGH 06/30/03

SUBCONTRACT AMOUNT: \$40,000.00

PAYMENT TERMS: NET 20

**SUBCONTRACTOR'S
REMITTANCE NAME
AND ADDRESS:** ORGANIZATION OF AMERICAN STATES
1889 F STREET NW
WASHINGTON, DC 20006

**FUNDED AMOUNT AND
TASK CHARGE NUMBER:** \$25,000.00 -- DO401002 (5450)
\$15,000.00 -- IGI33060 (5450)
TOTAL: \$40,000.00

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SUBCONTRACT SCHEDULE

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SUBCONTRACT NO. ACX-3-33448-01

BETWEEN

MIDWEST RESEARCH INSTITUTE

NATIONAL RENEWABLE ENERGY LABORATORY DIVISION

AND

ORGANIZATION OF AMERICAN STATES

SCHEDULE

INTRODUCTION

THIS SUBCONTRACT is effective upon execution by the Midwest Research Institute, National Renewable Energy Laboratory Division and is between the Midwest Research Institute, acting through its National Renewable Energy Laboratory Division (hereinafter called "NREL") and Organization of American States (hereinafter called "Subcontractor"), whose principal offices are located in Washington, DC.

Midwest Research Institute has entered into Contract No. DE-AC36-99GO10337 (hereinafter called "Prime Contract") with the Department of Energy (hereinafter called "DOE"), an agency of the U.S. Government (hereinafter called "Government"), for the operation and management of the National Renewable Energy Laboratory.

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 "Support to NREL for the Global Village Energy Partnership - Latin America and Caribbean Initiative", 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 under this subcontract shall commence upon the execution date of this subcontract and shall be completed 06/30/03; provided, however, that this period may be extended for additional periods by mutual written agreement of the parties.

ARTICLE 3 - PRICE AND PAYMENT

A. In full consideration of the Subcontractor's performance, hereunder, NREL shall pay the Subcontractor the prices stipulated in B below, less any deductions provided in this subcontract. The total price for performance and receipt and acceptance of all deliverables under this subcontract is \$40,000.00.

B. Payments will be made by NREL upon receipt and acceptance of the following deliverables in the amount specified:

	<u>Occurrences</u>	<u>Amount</u>
1.	First Progress Report Due: 04/04/03	\$20,000.00
2.	Second Progress Report Due: 04/30/03	\$15,000.00
3.	Final Report Due: 06/30/03	\$ <u>5,000.00</u>
	Total Price:	\$40,000.00

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.

ARTICLE 4 - 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 02/20/03.
- B. Appendix B-2, entitled "Standard Terms and Conditions" dated 07/24/00.
- C. Appendix C-3, entitled "Intellectual Property Provisions" dated 10/22/98.
- D. Subcontractor's technical proposal number (none) dated 03/06/03, 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 5 - 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. Standard Terms and Conditions (Appendix B-2);
- D. Intellectual Property Provisions (Appendix C-3);
- 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 6 - RIGHTS TO PROPOSAL DATA

Except for technical data contained on pages (None) of the subcontractor's proposal dated 03/06/03 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 7 - 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 Laura K. Hughes, 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) 384-7347.
- C. **Technical Monitoring Responsibilities:** The authorized official of NREL has designated Jeannie Renne 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) 384-7469.

ARTICLE 8 - 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>
Mark Lambrides	Principal Investigator	(202) 458-6261

- 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 9 - INVOICES

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

National Renewable Energy Laboratory
Attn: Mercedes Amador, M/S 2713
1617 Cole Boulevard
Golden, CO 80401-3393

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 and receipt of a final executed Release of Claims.

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 payment 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 10 - PUBLIC DISCLOSURE

Publicity release of any nature in connection with this subcontract shall not be made by the Subcontractor without prior review and approval of the NREL Subcontract Administrator.

ARTICLE 11 - 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: ORGANIZATION OF AMERICAN STATES

AUTHORIZED: MIDWEST RESEARCH INSTITUTE
NATIONAL RENEWABLE ENERGY LABORATORY DIVISION

BY: *John C. Venner*
TITLE: *Acting Director, USOE*
DATE: *27/III/03*

BY: *Laura K. Hughes*
TITLE: *Subcontract Administrator*
DATE: *3/27/03*

APPENDIX A

STATEMENT OF WORK

Support to NREL for the Global Village Energy Partnership - Latin America and Caribbean Initiative

February 20, 2003

I. BACKGROUND

In December 2000, NREL, the World Bank, USDOE, USAID and others co-sponsored the Village Power 2000 conference that brought together over 600 participants from more than 60 countries to share lessons learned and best practices in the design, development and delivery of village energy projects and programs. One of the outcomes of the Village Power 2000 event was a Communiqué, which called for the creation of a 10-year program to increase energy access to the 2 billion unserved, while enhancing economic and social development. In August 2002, as part of the World Summit on Sustainable Development (WSSD) held in Johannesburg, South Africa, a 10 year implementation-based partnership was formally launched– the Global Village Energy Partnership (GVEP) – to achieve the goals and objectives of the Village Power Communiqué.

To date, over 90 organizations have signed onto the Partnership. These include governments, private firms, NGOs, development organizations, research organizations, laboratories, and financial organizations. Five service areas have been identified for GVEP support including knowledge management, action plan development, capacity building, financing facilitation and monitoring and evaluation.

To move forward on these service lines, regional GVEP events are planned for Latin America/Caribbean (LAC), Asia, and Africa in 2003. These events will bring the village energy experience base to developing countries, and initiate the GVEP action planning process in a number of interested countries. This scope of work outlines areas for support in the planning and implementation of the GVEP-LAC regional event.

II. PROJECT OBJECTIVES

Currently in LAC, approximately 70 million people continue to live without energy for basic human needs and economic development. GVEP-LAC, working in partnership with Latin American and Caribbean governments, industrialized countries, NGOs, private sector, multilateral organizations, financial institutions and others, seeks to achieve the following:

- Develop action plans for increasing energy access in rural and peri-urban areas, including assessing opportunities, barriers and next steps.
- Enhance local capacity in the areas of policy development, entrepreneurial strengthening and consumer awareness and decision-making in order to increase access to and availability of energy services.
- Catalyze resources (financial, human and institutional) toward the execution of rural and peri-urban energy projects and programs.
- Share lessons learned and best practices for improving energy delivery.

III. SCOPE OF WORK

1. **Action Plan Development.** The Subcontractor shall work with potential country partners (national and/or local) to identify barriers and opportunities to project and program development and initiate the planning process. This will include working with the energy and finance ministries, other key sector focal points (agriculture, health, education, water, telecommunications, small enterprise), international organizations, national organizations, local institutions, private firms, etc. Brazil has been selected as one of the target GVEP countries; this task will support efforts to initiate stakeholder consultations in Brazil, being the action plan development process in-country, identify in-country individuals/organizations to participate in the GVEP-LAC Conference, and provide planning support to the Brazil delegation throughout the GVEP-LAC event.
2. **GVEP-LAC Conference.** The Subcontractor shall support the organization of the GVEP-LAC Conference. The GVEP-LAC Conference is scheduled for June 18-20 at the Camino Real Hotel in Santa Cruz, Bolivia,¹ and is organized into two parts. Part I will involve a 1.5 days regional GVEP-LAC conference that brings together stakeholders from throughout the region to: exchange rural energy experiences, lessons learned and market conditions; coordinate activities of regional supporting institutions (OLADE, CLER, NRECA, OAS, etc.); develop replicable hemispheric solutions; and present and discuss national action plans and next steps. The regional conference will involve approximately 150 participants from approximately 20 LAC countries. In association with the regional conference, a small exhibition is planned.

Part II will also involve 1.5 days. This segment of the conference focuses on country specific dialogues with 7-9 countries, with the aim of preparing preliminary country working plans. Potential countries could include Brazil, Bolivia, Dominican Republic, Mexico (selected states, not entire country), Nicaragua, Guatemala, Honduras, and Peru. Approximately 5-7 representatives from each country are expected to participate, including a broad cross section from the government, NGO, private sector and financial communities.

The Subcontractor shall support two conference-related activities – on-site logistical support at the Camino Real Hotel, and local conference management and planning support in Bolivia. Activities to be conducted and coordinated by the Subcontractor are discussed below.

- (a) *Conference Logistical Support.* On-site logistical services from the Camino Real conference support team are required in the following areas:
 - Hotel and lodging arrangements for Conference guests
 - Food and beverages for Conference attendees, including coffee breaks (5 total), luncheons (2 total), one reception and one dinner
 - Translation services, including English, Spanish and Portuguese
 - Transportation for Conference participants to and from the airport
 - Provision of audio/visual equipment
 - Conference registration staff support
 - Meeting room(s) set-up and breakdown

¹ The Government of Bolivia is committed to hosting the Hemispheric Conference and preparing an action plan.

- On-site exhibition arrangements (up to 25 exhibitors)
- Arrangements for personal side trips by Meeting participants.

(b) *Local Conference Management Support.* In addition to the logistical support provided by the Camino Real Hotel, the services of a Bolivian conference management organization will also be required, which will be coordinated by the Subcontractor. There are several local organizations in Bolivia with proven track records in the design, development and implementation of conferences and workshops of all sizes and scopes, including a number with energy experience. The selection process for procuring these services will be done on a competitive basis. Activities to be accomplished by the conference management contractor include the following:

- Develop, produce and disseminate conference announcements, flyers and agendas (in Spanish, English and Portuguese).
- Receive, track and report on conference registrations.
- Develop, revise and update Conference mailing lists.
- Assist in identifying conference speakers.
- Prepare, distribute and track responses to speaker invitations.
- Assist attendees with travel arrangements, as requested (including itinerary changes during the Conference).
- Promote Conference exhibition and make necessary exhibition arrangements with Camino Real Hotel.
- Coordinate with the Camino Real Hotel on logistical activities.
- Facilitate Conference plenary and breakout sessions, including provision of staff to answer questions, lead discussions and summarize results and next steps.
- Prepare Conference proceedings (Spanish, English and Portuguese).

IV. DELIVERABLES AND PAYMENT

- First Progress Report on above activities, April 4, 2003.
- Second Progress Report on above activities, April 30, 2003.
- Final Report on above activities, June 30, 2003.

V. REPORTING REQUIREMENTS

Electronic Reporting Requirements for Subcontract Report Deliverables:

As set forth in Department of Energy Order 241.1A, NREL is required to submit in an electronic format all scientific and technical information, including subcontract report deliverables intended for public distribution, to the DOE Office of Scientific and Technical Information (OSTI). In addition, it is NREL's intention to post subcontract report deliverables containing publicly available information (e.g. non-confidential, non-protected, non-proprietary information) for distribution on the NREL Intranet or the Internet. The Subcontractor shall provide the final approved version of report deliverables

intended for public distribution as specified in the deliverables schedule of this Statement of Work in accordance with the following electronic reporting requirements:

- a. The Subcontractor shall submit all report deliverables intended for public distribution (including status, annual, or final reports) as electronic files, preferably with all graphics and images embedded within the document. The electronic files shall be submitted along with an accompanying hard (printed) copy(ies) of the report. Limited exceptions allowing some graphics and images to be submitted as hard copies only may be granted on a case-by-case basis. The exceptions process for graphics and images is described in Paragraph E below. It shall be made clear in the deliverable transmittal letter that certain graphics and images are supplied in hard copy only.
 - b. All final approved version submissions shall be delivered to NREL on PC or MAC-formatted media (3.5 inch disks, Zip and Jaz cartridges, or CD-ROM). Files of 1 Mb or less can be sent via e-mail to the 1) NREL technical monitor, 2) the NREL Subcontract Administrator or Associate (as specified in the Statement of Work).
 - c. The preferred format is a single electronic file that includes all of the text, figures, illustrations, and high-resolution digital photographs (or photographs should be scanned and incorporated in the text). Acceptable file formats are:
 - Microsoft Word (v.6.0 or newer for PC or MAC)
 - WordPerfect (v.6.1 or newer for PC)
 - Microsoft PowerPoint
 - Microsoft Excel
 - d. If it is not possible to include all of the graphics and images (figures, illustrations, and photographs) in the same file as the text, NREL will accept the text in one of the above formats and the graphics and images as separate electronic graphic or image files*. The native files for any page layout formats submitted shall be supplied. The following software is supported on both Mac and PC platforms:
 - QuarkXPress (.qxd)
 - Photoshop (.psd)
 - Freehand (.fh)
 - Framemaker (.fm)
 - Pagemaker (.pm)
 - Illustrator (.ai)
 - Corel Draw (.cdr)
 - Microsoft Publisher(.pub)
- *The acceptable graphic or image file formats are: .eps, .tif, .gif, .jpg, .wpg, .wmf, .pct, .png, .bmp, .psd, .ai, .fh, .cdr. The preferred resolution for graphics or images is 150 to 300 dpi. Include all fonts that were used in creating the file.
- e. In the rare case that the graphics or images cannot be supplied electronically, either incorporated within the text or as a separate electronic file, original hard copies will be accepted. The Subcontractor shall obtain prior approval from the Subcontract Administrator before submitting graphics or images in hard copies. It shall be made clear in the deliverable transmittal letter that certain graphics and images are supplied in hard copy only.

- f. For all calculations in support of subcontract reports that are conducted in ASPEN+, an electronic copy of INPUT, REPORT and BACKUP (if Model Manager is used) must be submitted with all reports. Additionally, if costing or sizing calculations are conducted in a spreadsheet [no process calculations (heat and material balances) in spreadsheet format are permitted], a copy of the fully documented MS Excel file shall be supplied. Note that vendor quotes and other non-original material can be supplied in hard copy.
- g. A fully executed release shall be supplied to NREL with all photographs, regardless of whether such photographs are delivered to NREL electronically or in hard copy. Such release shall certify that the National Renewable Energy Laboratory and the United States Government is granted a non-exclusive, paid-up, irrevocable, worldwide license to publish such photographs in any medium or reproduce such photographs or allow others to do so for United States Government purposes.
- h. The Subcontractor may contact NREL Publication Services at (303) 275-3644 with questions regarding technical guidance concerning the submission of subcontract report deliverables as electronic files or exceptions to electronic files for graphics and images.

VI. ADDRESSES

One copy of each deliverable shall be submitted to each of the following:

National Renewable Energy Laboratory
Attention: Laura Hughes, Subcontract Administrator
1617 Cole Boulevard, MS 2713
Golden, CO 80401, USA
Phone: 303-384-7347
Fax: 303-384-7352
E-mail: laura_hughes@nrel.gov

National Renewable Energy Laboratory
Attention: Jeannie Renné, Technical Monitor
1617 Cole Boulevard, MS 2721
Golden, CO 80401, USA
Phone: 303-384-7469
Fax: 303-384-7419
E-mail: jeannie_renne@nrel.gov