

PART III
SECTION J

**LIST OF DOCUMENTS, EXHIBITS, AND OTHER
ATTACHMENTS**

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**Attachment A
Personnel
(Appendix A)**

Effective Date: May 15, 2017

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Effective Date: May 15, 2017

Section 1. Introduction

This Appendix is intended to document the principles and measures for evaluation of items of allowable personnel costs and related expenses not specifically addressed elsewhere under this Contract. Any changes to the personnel policies or practices in place as of the effective date of this Contract which would significantly increase costs, (i.e., \$100k or more on an annual basis), except as otherwise specifically provided, are subject to approval in advance by the Contracting Officer.

NREL's Human Resources Management Programs will comply with DOE directives, and orders as applicable, the Federal Acquisitions Regulations (FAR) costs principles and FAR contract clauses, as supplemented by the Department of Energy Acquisition Regulations (DEAR), the Federal Travel Regulations (FTR), as well as all applicable provisions of this Contract, including but not limited to Clauses H.3 and H.4, for all HR programs including but not limited to Compensation, Health and Welfare Benefits, Pension Plans, Training and Development, Employee Morale, Professional Society Memberships, Employee and Labor Relations, Diversity/Equal Employment Opportunity/Affirmative Action, Recruitment, Retention, Deployment and Relocation. The Contractor shall use effective management review procedures and internal controls to assure compliance with the FAR and DEAR.

Either party may request that this Appendix be revised, or the parties hereto agree to give consideration in good faith to any such request. Revisions to this Appendix shall be accomplished by executing a contract modification as approved by the Contracting Officer. When revisions to this Appendix are agreed upon, revised pages will be issued reflecting such changes and the effective date of such changes.

The Laboratory Director may make exceptions to the provisions of Appendix A when such exceptions are in the best interest of contract operations, beneficial to the government, or will facilitate or enhance contract performance and are approved in advance by the Contracting Officer.

The Contractor shall promptly furnish all reports and information required or otherwise indicated in this Appendix to the Contracting Officer or designated representative. The Contractor and the Department of Energy (DOE) recognize that other data requests may be made from time to time, and the parties agree to cooperate in meeting such requests.

In accordance with Clause H.1, "No Third Party Beneficiaries," the parties hereto agree that this Appendix A does not grant, vest, create, or infer any right of action or any other right or benefit upon past, present, or future employees of the Contractor.

Section 2. Contractor Employee Compensation Plan

The Contractor Employee Compensation Plan “CECP” (formerly the Human Resource Compensation Plan), previously submitted and approved by DOE in accordance with Clause H.3 describes the Contractor’s policies regarding compensation, pension and other benefits and how these policies will support at reasonable cost the effective recruitment, retention, development and deployment of a highly skilled, motivated, experienced , and diverse workforce and align with critical contract vision components, contract performance metrics and measures developed in partnership with DOE and detailed as part of Attachment J - Performance Evaluation and Measurement Plan.

Section 3. Compensation

1. General Provisions

The CECP, also referred to as “Total Rewards Program,” including the concept of variable pay, has previously been approved by the Contracting Officer. The variable plan design will be submitted for Contracting Officer approval. Any new program design and or material changes will be submitted for review and approval of the Contracting Officer. This does not include variable pay incentive compensation for individuals who are in the roles of Laboratory Director, Deputy Laboratory Director/ Chief Operating Officer, and Deputy Laboratory Director / Science & Technology Officer, including seconded or assigned employees.

Compensation Standards – The Contractor and DOE agree that the elements below will be included in the Laboratory’s compensation system. The elements are as follows:

- Philosophy and strategy for all pay delivery programs;
- Method for establishing the internal value of jobs;
- Method for relating the internal value of jobs to the external market;
- System that links individual and/or group performance to compensation decisions;
- Method for planning and monitoring the expenditure of funds;
- Method for ensuring compliance with applicable laws and regulations;
- System for communicating the program to employees; and
- System for internal controls and self-assessment

2. Administration

The administration of wages and salaries of exempt and nonexempt employees shall be carried out in accordance with:

- a. Sound wage and salary administration principles;
- b. Equitable treatment of personnel on a definitive, systematic basis;
- c. Economic business practices, good compensation practices, and judicious expenditure of public funds;
- d. Applicable laws and regulations, including but not limited to, the Fair Labor Standards Act, Equal Pay Act of 1963, Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964; and Family Medical Leave Act (FMLA); and
- e. Standards of reasonableness as contemplated by FAR Subpart 31.205-6.

The objectives of the Laboratory Compensation Program are to provide market competitive total compensation opportunities for employees and to tie compensation increase opportunities to performance.

Within the limits of fiscal resources available annually, every effort is made to offer and maintain market competitive compensation that will attract and retain a highly skilled, motivated, experienced, and diverse workforce to carry out the core mission of the Laboratory. Individual employee compensation is reviewed at least annually. Base pay increases and variable pay awards are based on market position and performance; however, increases are given at the discretion of management and are not assured.

3. Performance Evaluation System

The Contractor will maintain a performance evaluation system to appraise employee performance on an ongoing basis, including, at least, an annual written assessment.

4. Compensation Increase Plan (CIP)

If required pursuant to Clause H.3(d)(3)(A)(iv), the Contractor shall submit an annual Compensation Increase Plan (CIP) on or before October 31.

The CIP will be calculated using base salaries on the date of the fund calculation. Contractor must justify merit, promotion, and special adjustment funds separately; however, once approved, and consistent with other contract requirements, the Contractor may expend the total fund approved as needed to support pay needs of the Laboratory.

Specific employment categories (e.g., exempt, non-exempt) for which CIP amounts are intended shall be defined by mutual agreement between Contractor and the Contracting Officer. After receiving DOE CIP approval or if criteria in Clause H.3(d)(3)(A)(iii) was met, contractors may make minor shifts of up to 10% of approved CIP funds by employment category (e.g. exempt, non-exempt) without obtaining DOE approval.

5. Guidance for CIP Promotional Funds:

A promotion is defined as a move to a job in a higher grade. Promotions for current employees who compete for a posted position will be considered an internal hire and will not draw from CIP funds. A promotion for an employee that is awarded based on criteria including, but are not limited to, an increase in responsibility, time in position, increased experience and/or academic credential will be accounted for in the CIP.

6. Compensation Procedures and Guidelines

The annual effective date of the merit increase shall be the first pay period beginning on or after January 1.

In cases where NREL's CIP meets the criteria as set forth in Clause H.3(d)(3)(A)(iii) and no later than the first day of the CIP cycle, NREL will provide notification to the Contracting Officer of planned increases and position to market data by mutually agreed-upon employment categories. No presumption of allowability will exist for employee job classes that exceed market position.

In situations where NREL's CIP does not meet the criteria as set forth in Clause H.3(d)(3)(A)(iii) and a CIP must be submitted and a determination of cost allowability is not received in sufficient time to allow implementation as of January 1, a retroactive payment adjustment will be made as soon as practicable after the Contracting Officer's determination is obtained.

7. Approval of Individual Compensation Actions

Individual compensation actions will require the prior written approval of the Contracting Officer consistent with Clause H.3(d)(3)(A)(vi) and (d)(3)(B). Individual compensation actions requiring DOE Contracting Officer prior approval will be submitted to DOE in sufficient time to be implemented before the proposed effective date, except under extraordinary circumstances approved by the Laboratory Director and the Contracting Officer.

Justification documentation shall include information in support of mission goals, business lines, relative size of budget and number of employees supervised, educational/experience data supporting the proposed salary, and both internal and external market comparative data.

No commitments shall be made to employees regarding compensation actions covered by this section until Contracting Officer approval has been obtained; however, in exceptional circumstances, e.g., new critical hire, the parties agree that nothing herein shall preclude a retroactive approval by the Contracting Officer.

Those actions requiring Contracting Officer approval shall have the prior approval of the Laboratory Director. The Director's compensation shall be approved by the Alliance Board of Directors before submission for DOE approval.

The Contractor will review compensation actions for seconded/assigned positions to ensure conformance with applicable laws, regulations and policies.

Section 4. Additional Pay Programs

1. Variable Pay

Variable Pay Programs defined as sign-on, retention, and incentive compensation will be funded through the annual CIP and will not exceed DOE approved levels.

2. Premium Pay

The following forms of premium pay will be considered allowable:

- a. Overtime Pay – One and one-half times the nonexempt employee’s regular straight time rate, including shift differential and other pay types, as required by applicable state and federal law, for hours worked including hours for emergency personnel during emergency lab closures as approved by Laboratory Director and/or the DOE Golden Service Center Manager. Non-exempt employees required to work on an observed holiday receive premium pay at 1-½ times their straight-time hourly rate for hours worked in addition to regular holiday pay.
- b. Differential Pay – Applied to base compensation when necessary to meet recruitment requirements in the following situations: offsite assignments (location differential); interim assignments; acting roles; or special skills necessary for temporary assignments.
- c. Shift Differential Pay – The laboratory workday will be separated into three eight-hour shifts. A shift includes all work performed by an employee, at least three-fourths of whose regularly schedule working hours are as specified below:
 - First Shift = 8:00 a.m. to 5:00 p.m.
 - Second Shift = 4:00 p.m. to 12:30 a.m.
 - Third Shift = Midnight to 8:30 a.m.

Shift differential pay shall be established for employees working second and third shifts at an hourly premium added to the employee’s standard hourly pay. Third shift pay is at a higher premium than second shift pay. The premium rates are to be evaluated and approved as part of the annual CIP.

- d. Lead Differential Pay – Paid to a non-exempt employee in a lead capacity for approved positions or situations.
- e. On-Call Pay - Paid to a nonexempt employee who is regularly scheduled to provide coverage outside his or her scheduled workday for a period of seven days or more.

Section 5. Payments for Separations

1. Voluntary Separations

For employees who voluntarily resign their employment, the following costs are allowable:

- a. Lump sum payment covering the notice period remaining at the time the employee leaves, not to exceed 10 working days for a nonexempt employee or 20 working days for an exempt employee.
- b. Paying a staff member when placed on leave of absence during their notice period.

2. Involuntary Separation in Lieu of Litigation

- a. Notwithstanding Clause H.3(d)(3)(C), and to avoid litigation with employees who are or would be terminated, the following costs are allowable as approved by NREL's Deputy Laboratory Director/Chief Operating Officer with prior concurrence of the HR Director, and the approval of the Contracting Officer.
- b. Contractor shall provide a justification package to the Contracting Officer reasonably in advance of its intended use of this provision of Appendix A, which package shall include the total proposed allowable cost to the Government consistent with the provisions of paragraphs c, d, and e below.
- c. Individuals who resign in lieu of termination and execute a general release, may be compensated in an amount not to exceed their maximum applicable severance pay under a reduction-in-force plus no more than an additional thirty (30) days of pay except when the individual is a member of senior management, and provided their maximum applicable severance is 26 weeks, said maximum additional compensation may be up to \$100,000;
- d. Extended Benefits: Extended benefits coverage may be offered on a case-by-case basis to affected employees. The Laboratory may elect to pay the employer portion of the medical, dental, and/or vision insurance premium as it applies to their COBRA premium or another arrangement; and
- e. Outplacement or Career Transition Service: These services up to a reasonable and customary amount may be offered on a case-by-case basis.

3. Reduction-in-Force (RIF)

The following allowable costs are provided when an employee is being terminated through a RIF:

a. Severance Pay Benefit:

- (1) Less than one year of service with the Laboratory – Up to Two Weeks' Pay;
- (2) Laboratory Employees with less than one year of service who were relocated - up to Four Weeks Pay; and
- (3) Staff Members with more than one year of service with the Laboratory – up to Two weeks' pay per year of service up to a maximum of 26 weeks.

b. Extended Benefits: Extended benefits coverage may be offered on a case-by-case basis to affected employees with the prior concurrence of the HR Director and approval by the NREL Deputy Laboratory Director/Chief Operating Officer. The Laboratory may elect to pay the employer portion of the medical, dental, and/or vision insurance premium as it applies to their COBRA premium or another arrangement.

c. Outplacement or Career Transition Service: These services up to a reasonable and customary amount may be offered on a case-by-case basis with prior concurrence of the HR Director.

Section 6. Employee Welfare Benefit Programs

1. General Group Insurance Plans

The Contractor will be reimbursed for all costs incurred in implementing, administering, and funding comprehensive Group Insurance Plans. Initial implementation or substantial changes involving increased costs greater than \$100,000 require prior Contracting Officer approval. The features of these plans are set forth in policies and summary plan descriptions. These plans will be administered consistently in accordance with Plan Documents, insurance contracts, applicable laws and fiduciary responsibilities.

The Laboratory has in effect the following benefit plans that are approved by DOE:

- Medical and Dental Plans;
- Vision Plan;
- Flexible Spending Accounts;
- Business Travel Accident Insurance;

- Life & Accidental Death Insurance;
- Dependent Life Insurance;
- Long Term Disability Insurance; and
- Employee Assistance Program.

The Contractor will periodically review the Plans to assure plan designs represent good business practices regarding the incorporation of cost containment features, and to assure the overall benefit package is reasonable from a total compensation philosophy and as set forth in Clause H.3 “Employee Compensation: Pay and Benefits,” and the CECP.

In further consideration of the concept of distributed NREL, costs associated with purchasing separate benefit plans for employees on temporary off-site assignments/location change where required by applicable State or foreign law, are allowable. For such cases, employee contributions will not be mandatory.

2. Contractor Service for Purposes of Benefits

Should an employee of the Contractor be laid off and subsequently be rehired within a twelve (12) month period, the recognized Contractor service will be considered continuous if the employee repays all severance pay they received at termination.

Section 7. Retirement Plans

1. Defined Benefit Plan

The Contractor will maintain a separate pension plan for employees of the Laboratory as set forth in Clause H.3 “Employee Compensation: Pay and Benefits.”

2. Group Tax Sheltered Plans

The Contractor will provide a 403(b) Group Tax Sheltered Annuity Plan for all employees.

The Contractor will provide a matching contribution of 50 cents for each \$1.00 contributed by the employee up to 5% of annual salary.

3. 457 (b) Deferred Compensation Plan

The Contractor provides a 457(b) Deferred Compensation Plan for employees who meet certain qualifications as determined by the Contractor.

Section 8. Programs Involving Employee Absence from the Workplace

1. Paid Leave Program

The Laboratory will provide a reasonable and cost effective paid leave program. Such costs are allowable under this Contract and are administered in accordance with applicable NREL policies. Substantial changes to the paid leave plans or policies which result in increased costs in excess of \$100,000 per year, will be provided to the Contracting Officer for approval.

- a. Holidays – A maximum of eighty hours of holiday pay will be credited each calendar year. On designated holidays, employees will receive holiday pay based on their scheduled hours for that day at their current base salary.
- b. Personal Time Off (PTO) – To be used for vacations, personal and family illness, and to conduct personal business. PTO is accrued at the following rate:
 - Less than 2 years – 15 days/year
 - 2-10 years completed – 20 days/year
 - 11-15 years completed – 23 days/year
 - 16-20 years completed – 25 days/year
 - 20 years and more – 26 days/year
 - Senior level personnel will accrue at 26 days/year
 - Maximum PTO accrual that may be carried over into the following calendar year: to 15 years – 30 days; 15 years and more – 35 days
 - (1) PTO above the maximum accrual may be carried over from one year to the next, with approval of the cognizant ALT member, where work schedules do not permit the employee to use the PTO;
 - (2) Up to one week accrued PTO eligibility may be granted to new employees, with the approval of the HR Director, when such an entitlement is necessary to successfully hire for mission critical needs.
- c. Extended Sick Leave (ESL) – To be used for personal non-occupational illnesses or injuries when such illnesses or injuries exceed 3 consecutive work days, chronic medical conditions, and hospitalization. In the event of a public health threat potential the Laboratory may approve the use of ESL from the first day of illness. ESL is accrued at the following rate:
 - Less than 2 years – 12 days/year
 - 2 years and more – 15 days/year
 - Maximum accrual 520 hours
- d. Short-Term Disability – For periods of disability extending beyond ten (10) working days or 14 calendar days income is provided in the amount of 66.67 percent of employee's base compensation. Coverage begins on the 15th calendar day or when all

accrued ESL has been exhausted, and may continue through the 90th calendar day of disability; at such time Long-Term Disability begins (if eligible).

- e. HR Director may exclude certain categories of employees, whether full or part time, from benefits described in sub-paragraphs a-d above.

2. Miscellaneous Paid Leave

- a. Leave Donation – Enables employees to donate a portion of their accrued PTO in a calendar year to support employees who have exhausted their PTO due to their own serious illness/injury or in caring for a seriously ill/injured eligible family household member. The employee must have at least 80 hours of their accrued PTO balance remaining after donation.
- b. Extended Sick Leave for Family Illness, Birth, and Adoption – Employees may take up to 80 hours of their accrued ESL in a calendar year for family illness, birth and/or adoption of a child.
- c. Bereavement, Court, Military, Blood Donation, and Voting – Will be administered in accordance with applicable NREL policies.

3. Unpaid Leaves of Absence.

- a. The effect of leave without pay on retirement and group insurance plans is governed by the group insurance and retirement plan policies in effect at the time the leave begins in accordance with applicable law and Contractor policy.
- b. Leaves of absence without pay will be administered in accordance with applicable NREL unpaid leave policies, and include leaves such as: Personal Leave, Education Leave, Military and Family Medical Leave Act (FMLA).

4. Required Absence from the Laboratory

Wages or salaries paid to employees when site access is suspended by the Laboratory because of a Safety, Security or other legal concern for the Laboratory will be allowable costs under the following conditions:

If a reasonable position for transfer is not available which does not require access authorization or the staff member cannot work from home, the Deputy laboratory Director/Chief Operating Officer may place the employee on leave with pay at his or her base compensation until final disposition of the matter. A leave with pay for more than one month will require the Contracting Officer's concurrence that no positions are available to which the employee might reasonably be transferred or that the employee cannot work at home.

Section 9. Employee Learning, Development and Education

1. General

- a. The Laboratory shall establish learning, education and development programs that are consistent with DOE requirements and guidance, industry standards, Federal, State and local regulations, and other compliance requirements. These programs are specifically designed or offered to ensure that employees are well-qualified and competent to manage facilities and meet the Laboratory's mission through administrative, professional and technical excellence.
- b. The Laboratory may permit regular employees to attend learning and development activities during their normal working hours while receiving full pay in order to enable them to acquire the needed skills to qualify them for other jobs within the Laboratory, maintain competence, and/or stay current in their field of study or discipline.

2. Tuition Reimbursement – Educational Support

The Laboratory may approve and support the educational courses taken by employees that serve to improve efficiency and productivity of Laboratory operations, increase and enhance needed skills, or prepare employees for increased responsibilities in accordance with the Laboratory's learning, development, and education policies.

Section 10. Employee Programs

Costs for employee programs, administered in accordance with applicable NREL Policies are allowable under the Contract.

1. Research Participant Program (RPP)

As part of the Laboratory's commitment to the development of the next generation of Scientists and Researchers in the field of Renewable Energy, the Laboratory may hire students enrolled in accredited colleges and universities as undergraduate and graduate interns and recent PhD graduates as post-doctoral researchers into the Research Participant Program. Costs associated with these programs will be allowable under the Contract. The Laboratory will administer this program in accordance with applicable NREL Policies.

2. Alternative Staffing Arrangements (ASA)

NREL offers a number of programs to enhance research collaboration, leadership development, commercialization and entrepreneurialism for employees and non-employees. The programs include, but are not limited to, Collaborative Appointments, Joint Appointments, Off-site Assignments, Commercialization/Industrial Leave and Sabbaticals. Costs associated with these programs will be allowable under the Contract. The Laboratory will administer these programs in accordance with applicable NREL Policies.

3. Employee Health, Welfare, Morale, and Wellness Programs and Activities.

The Contractor establishes and maintains programs to boost morale, promote goodwill, physical fitness, and wellness. Recreation and morale activities include activities such as softball, bowling, basketball, and other recreational activities. Wellness activities to promote employee health and fitness include activities such as health club reimbursement at the National Wind Technology Center and in Washington, DC only, weight loss, smoking cessation, exercise, nutrition, and stress management. A yearly budget will be submitted as part of the cost proposal. The allocation of monies to various activities will be at the discretion of the Contractor.

4. Recognition Programs

- a. The Contractor establishes non-cash employee recognition programs which include, but are not limited to, plaques, certificates of achievement, employee service awards, Safety, Diversity, Mentor of the Year, Carrying the Torch and Staff Awards.
- b. The Contractor establishes cash recognition awards as referred to in the Total Rewards Plan such as, but not limited to, Spot Awards, Chairman's and Director's Awards, Technology Transfer Award, Invention Incentive Award, Significant Accomplishment Award, Technical Publication Award, National Technology Award, Inventor of the Year, and Employee of the Month designations.

5. Reimbursement for Memberships, Professional Fees, Dues, and Licenses

Costs incurred for employees' membership fees, licenses, certifications, and subscriptions to trade, business, professional, or other technical periodicals.

6. Clothing and Equipment Program

Costs for the purchase of special laboratory clothing, guard uniforms, safety shoes, and special and/or safety equipment for use by designated employees.

7. Medical Program

A clinic will be provided for medical care of occupational injuries, to provide relief for minor physical complaints of employees and other personnel while on site at the Laboratory.

The clinic will also support the HR Office with medical accommodations requested by staff to comply with the American with Disabilities act, support for fitness for duty exams and medical documentation requirements to support NREL Extended Sick Leave program.

Occupational health staff will be in available during day working hours.

The Contractor reserves the right to request any employee or seconded/assigned staff, at the Laboratory's cost, to submit to a medical examination to determine the employee's capability to perform his/her assigned task.

Reasonable costs of external medical exams and accommodation cost to meet the requirements of the American With Disabilities act will be reimbursed.

8. Emeritus Nomination and Appointment Program

The Emeritus program provides opportunities to extend the period of association with retired scientists and engineers, or other retired employees who have demonstrated outstanding and significant leadership in their respective fields. Individuals with emeritus status are not considered Contractor employees. Reasonable costs associated with an Emeritus Nomination and Appointment program such as office space, phone, travel, etc. are allowable.

9. Community Programs

The costs of participating in community and volunteer activities, including the costs of employee time, that are intended to promote stakeholder and community outreach to the extent that participation does not adversely impact the Laboratory's mission and goals will be allowable.

10. Workplace Substance Abuse Program

Costs consistent with the minimum requirements of 10 CFR Part 707, Workplace Substance Abuse programs at DOE sites.

11. Costs for the following miscellaneous programs:

- Commuting and mass transportation assistance - such as bus, subway, metro passes, and van and car pool expenses; and
- Telecommuting – maximum reasonable costs will apply to items such as such as laptops, cell phones, broadband network access, personal data assistants, and printers.

12. Gainsharing

In accordance with NREL policy, the costs of a gainsharing program, including cash rewards to employees based on savings achieved, to encourage employees to participate in “Frequent Flyer” programs, convert frequent flyer miles with free airline tickets for use in official NREL travel, combine personal and business travel to achieve reduced costs, to incur lodging costs below approved lodging rates, etc. are allowable.

Section 11. Travel and Relocation

Costs for domestic business travel, foreign business travel, subsistence and relocation expenses of employees will be in accordance with this Section as well as applicable provisions of the FAR, the DEAR, the Federal Travel Regulations, the Internal Revenue Service mileage allowance, and established applicable NREL policies and procedures. In the event of a conflict between the FAR, DEAR, and the FTR, the most liberal regulation will govern as identified in the attachment to this Appendix. In addition, any business trip or temporary off-site assignment to a single domestic location involving more than thirty (30) consecutive calendar days will be subject to the limitations described in paragraph 2b, below.

The Contractor may deviate in specific instances where it is determined to be economically advantageous to the DOE and to the extent such deviations conform to pertinent regulations and law; provided, further that no such deviation shall be permitted with respect to the limitations as described in paragraph 2b, below.

The Contractor will maintain records based on its determination to deviate in specific instances sufficient for audit review. The HR Director approves exceptions to the provisions described herein that are within FAR, DEAR, and FTR regulations.

1. Relocation costs are those costs associated with:
 - a. the permanent or temporary change of duty station of an existing employee;
 - b. the recruitment of a new employee hired under regular or a temporary status; and

NREL may provide gross up incident to allowable reimbursed relocation costs; any gross up requires HR Director concurrence.

2. Temporary Off-Site Assignments
 - a. Domestic and Foreign Temporary Off-Site Assignments:
 - Assignments for periods of 180 – 364 days and must have advance approval by the cognizant Center/Office Director.
 - Assignments extending for more than one year must have advance approval by the cognizant Leadership team member.
 - Costs associated with the relocation of employees to a temporary work assignment in excess of 50-miles from the employee’s regular work location, including transportation, moving of household goods, lodging, M&IE, salary premiums and cost of living differentials are allowable.

- NREL may provide gross-up incident to allowable reimbursed relocation costs associated with assignments extending over one year.

b. Domestic off-site assignments:

- Assignments will be administered in accordance with revised off-site assignment policies incorporating the following changes and do not require Contracting Officer approval.
- For the first 60 days and the last 30 days of the assignment, costs associated with lodging will be reimbursed at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days will be reimbursed at the lesser of actual cost or 55% of Federal per diem.
- For the first 30 days and the last 30 days of the assignment, cost associated with meals and incidental expenses will be reimbursed at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days will be reimbursed at the lesser of actual cost or 55% of Federal per diem.
- In the case of assignment locations with seasonal rates, the average lodging rate for the fiscal year may be used to determine reimbursable costs associated with lodging and meals and incidental expenses.
- Costs associated with salary premiums, per diem, or lodging and other subsidies on domestic off-site assignments after three years will not be reimbursed (except for the reimbursements described above during the last 30 days of the assignment)
- DOE will neither reimburse any costs associated with per diem (except for en-route travel) unless the contractor employee maintains a residence at the permanent duty station; nor, will DOE reimburse costs associated with salary premiums that exceed 10% when such reimbursement involves DOE appropriated funds.

3. Miscellaneous Expenses Allowance

Costs in connection with temporary off-site assignments: A one-time payment in lieu of actual costs for expenses such as automobile registration, driver's license and basic home maintenance of the primary residence property:

- a. Assignments of six to nine months in length - \$600
- b. Assignments over nine months to one year in length - \$1,200

4. Trips Home

Costs in connection with relocation and temporary off-site assignments:

- a. Relocation. One trip to the point from which the employee is relocating; transportation, lodging, M&IE, and car rental. Additional trips to the point of departure are approved by the Human Resources Office Director to support mission critical recruitment.
- b. Temporary Off-Site Assignments. Unaccompanied employees may return home once each 3-week period, as long as three weeks are remaining on the assignment. In addition, with Center/Office Director approval, the Laboratory may reimburse costs for a guest to join the employee in the temporary off-site location. Accompanied employees if they are home owners, may be allowed to return home up to four times during a 12-month assignment in order to assure their home is secure.

Section 12: Recruitment

The Contractor may incur reasonable and customary expenses necessary to recruit staff for a world class laboratory.

Hiring Bonus and other recruitment incentives, approved by the HR Director are allowable up to \$50,000, within funding guidelines defined within the annual CIP, based on economic conditions at the time of hire. Additionally, NREL may provide payments for increased employee income and Federal Insurance Contributions Act taxes (gross-up) incident to allowable reimbursed relocation costs.

1. Transportation for interviewees to and from their home, lodging, meals, incidental and other expenses incurred during their stay for the interview. When approved on a case-by-case basis by the Human Resources Office Director, the same expenses are allowable for spouses and family members of interviewees being considered to support the recruitment efforts for mission critical positions.
2. Costs associated with pre-employment screening, including the costs of the interviewee travel to and from his/her home to a contractor-specified location for the purposes of medical evaluation or drug testing, when required, for the position being considered.
3. Reasonable costs for advertising, marketing materials, office expenses, and employee travel in support of recruitment outreach.
4. Immigrations costs associated with new hires and current employees, such as work authorization, visa sponsorship, and applications for permanent residency, in an effort to hire critical skills necessary to meet mission critical goals of the lab.
5. Use of employment agencies, candidate's databases or networking tools will be allowed not in excess of standard commercial rates.

6. Payments to staff members under the NREL Employee Referral Bonus Plan.

Attachment A - Section 11. Travel and Relocation.

Costs for domestic business travel, foreign business travel, subsistence and relocation expenses of employees will be in accordance with applicable provisions of the FAR, the DEAR, the Federal Travel Regulations, the Internal Revenue Service mileage allowance, and established applicable NREL policies and procedures. In the event of a conflict between the FAR, DEAR, and the FTR, the most liberal regulation will govern as identified in this attachment.

	<u>FTR Reference</u>	<u>FAR Reference</u>	<u>NREL Policy</u>
1. Moving of Household Goods	<u>302-7.2</u> 18,000 pounds	<u>31.205-35 (a)(1)</u> No specific limit	Following FAR, with the following guidelines: 18,000 pounds up to 25,000 pounds with prior Contacting Officer approval
2. Moving of Automobiles	<u>302-9.102</u> One vehicle	<u>31.205-35 (a)(1)</u> No specific reference	Following FAR, with the following guidelines: Driving or shipment of two automobiles Authorized car rental; Includes car rental when vehicle(s) have been shipped or if no previously owned or a vehicle has to be purchased at the time of the move.
3. Moving of Household Pets	<u>302-16.1</u> Household pets only	<u>31.205-35 (a)(1)</u> No specific reference	Following FAR, with the following guidelines: Shipment cost only for up two (2) household pets (does not include pet carrier, veterinary bills, health certificates, immunizations, etc.) If traveling by car to new location, hotel pet fees will be allowable.
4. Loading & Unloading Household Goods	<u>302-7.3, 7.7</u> Point of origin & authorized destination	<u>31.205-35 (a)(1)</u> No specific reference	Following FAR, with the following guidelines: Additional stop within city of origin to pick-up goods at storage unit or other location. At city of destination, if goods are going into temporary storage, additional stop to drop minimal goods at temporary housing location and delivery out to permanent location.
5. Storage of Household Goods	<u>302-7.7.8</u> 90 days	<u>31.205-35 – (a)(1)</u> No specific reference	Following FAR, with the following guidelines: 90 days/HRD approval/180 days
Interim Housing	<u>302-6.104</u> 60 days	<u>31.205-35- (a)(2)</u> No specific limit	Following FAR, with the following guidelines: 60 days /HRD approval/180 days
6. Miscellaneous Expenses:	<u>302-16.102</u> \$1,000	<u>31.205-35 (b)(5)</u> \$5,000 maximum	Following FAR, with the following guidelines: Up to \$2,500 for all staff Up to \$5,000 for key hires/HRD approval

Appendix A – Attachment – Section 11. Travel and Relocation

	<u>FTR Reference</u>	<u>FAR Reference</u>	<u>NREL Policy</u>
7. One Trip Home	No reference	<u>31.205-35 – (a)</u> Not specific to trip home	Following FAR, with the following guidelines: One trip to the point from which the employee is relocating; transportation, lodging, M&IE, and car rental. Additional trips to the point of departure are approved by the HRD.
8. Sell or Buy Residence Transactions; Continuing Ownership	<u>302-11</u> Transfers Only	<u>31.205-35(3)(4)(6)</u> Transfers & New Employees	Following FAR, with the following guidelines: Transfers and new employees; allowable costs as listed and monthly home association fees for closing costs and continuing ownership costs.
9. House hunting trip	Spouse only	No reference	Following the FAR, with the following guidelines: For key hires, children may accompany the employee and spouse on the house hunting trip with HRD Approval.

Attachment B Key Personnel

Pursuant to the clause entitled “Key Personnel,” the following positions are considered to be essential to work being performed.

Name	Parent Organization	Title	Responsibilities	Accountabilities
Martin Keller, Ph.D.	UT Battelle (Ends 9/30/16) Alliance (Effective 10/1/16)	Laboratory Director & CEO President of Alliance for Sustainable Energy, LLC	Overall Contract Performance. Sets Laboratory vision, strategy, & standards and expectations for ES&H.	Alliance Board of Directors
Bobi A. Garrett	Battelle	Deputy Laboratory Director/Chief Operating Officer	Integrates and oversees laboratory strategy and execution and all operations for the National Renewable Energy Laboratory (NREL) regardless of where they are performed across the laboratory.	Laboratory Director
Martin Keller, Ph.D.	UT Battelle (Ends 7/31/16)	Acting Deputy Laboratory Director/ Science & Technology Officer	Provides leadership to accomplish world class research and act with the decision authority of the Director on matters involving research and innovation regardless of where they are performed across the laboratory.	Laboratory Director
Peter F. Green, Ph.D.	Alliance (Effective 8/1/16)	Deputy Laboratory Director/ Science & Technology Officer	Provides leadership to accomplish world class research and act with the decision authority of the Director on matters involving research and innovation regardless of where they are performed across the laboratory.	Laboratory Director

Attachment C Small Business Subcontracting Plan

SECTION J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

ATTACHMENT C

SMALL BUSINESS SUBCONTRACTING PLAN

FY 2018

CONTRACTOR: ALLIANCE FOR SUSTAINABLE ENERGY, LLC (ALLIANCE)
NATIONAL RENEWABLE ENERGY LABORATORY (NREL)

ADDRESS: 15013 Denver West Parkway
GOLDEN, COLORADO 80401

**SOLICITATION
OR CONTRACT
NUMBER:** DE-AC36-08GO28308

ITEM/SERVICE: Management and operation of the National Renewable Energy Laboratory (NREL) to lead renewable energy research and development and to be the nation's primary federal laboratory for renewable energy research.

The following, together with any attachments, is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507 and the Federal Acquisition Regulations (FAR), Part 19.

I. FY 2018 GOALS

A. The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) apply to the contract period Year Nine: For each year of performance, revised goals will be negotiated and included in the contract by modification.

1. The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this contract is \$115,000,000 and 100%.

(i) Large Business Concerns: The total estimated dollar value and percent of planned subcontracting with large business (all businesses concerns classified as "other than small"). (% of 1. above):

\$52,900,000 and 46%

(ii) Small Business Concerns: The total estimated dollar value and percent of planned subcontracting with small business concerns include Small, Small Disadvantaged, Women-Owned Small, HUBZone, Veteran-Owned, and Service-Disabled Veteran-Owned Businesses (SB/SDB/WOB/HZ/VOB/SDVOB) concerns. (% of 1. above):

\$62,100,000 and 54%

This amount is included in the amount shown under A.1., above, as a subset.

- (iii) **Small Disadvantaged Business Concerns:** The total estimated dollar value and percent of planned subcontracting with small disadvantaged businesses (SDB) (% of 1. above):

\$6,900,000 and 7%*.

*Items (iii) through (vii) meet DOE guidelines issued in Policy Flash 2008-19. This amount is included in the amount shown under A.1., above, as a subset.

- (iv) **Women-Owned Small Business Concerns:** The total estimated dollar value and percent of planned subcontracting with small women-owned businesses (WOB) (% of 1. above):

\$6,900,000 and 7%

This amount is included in the amount shown under A.1., above, as a subset.

- (v) **HUBZone Small Business Concerns:** The total estimated dollar value and percent of planned subcontracting with HUBZone small businesses (HZ) (% of 1. above):

\$3,450,000 and 3%

This amount is included in the amount shown under A.1., above, as a subset.

- (vi) **Veteran Owned Small Business Concerns:** The total estimated dollar value and percent of planned subcontracting with veteran-owned small business (VOB) (% of 1. above):

\$3,450,000 and 3%

This amount is included in the amount shown under A.1., above, as a subset.

- (vii) **Service-Disabled Veteran-Owned Business Concerns:** The total estimated dollar value and percent of planned subcontracting with service-disabled veteran-owned businesses (SDVOB) (% of 1. Above):

\$3,450,000 and 3%

This amount is included in the amount shown under A.1., above, as a subset.

- B. A description of all the types of products and/or services that will be acquired under this contract is necessary to determine how the subcontracted dollars are to be spent.

1. The principal products and/or services to be obtained in support of this Plan are those that are generally associated with a diverse research and development environment. Small business concerns will generally supply a major portion of the goods and services, including Research and Development (R&D), listed in Table A. As additional opportunities are identified, the list will be expanded.

TABLE A

SUBCONTRACTED EFFORT	SB	SDB	WOB	HZ	VOB	SDVOB
Research, Development, Demonstration, Deployment	X	X	X	X	X	X
Research Support	X	X	X	X	X	X
Renewable Energy and Energy Efficiency Technologies	X	X	X	X	X	X
Technical Support & Services	X	X	X	X	X	X
Construction	X	X	X	X	X	X
Architect & Engineering	X	X	X	X	X	X
Electrical Services & Supplies	X	X	X	X	X	X
Custodial Services & Supplies	X	X	X	X	X	X
Laboratory Supplies	X	X	X	X	X	X
Chemicals	X	X	X	X	X	X
Reproduction Supplies	X	X	X	X	X	X
Office Equipment & Supplies	X	X	X	X	X	X
Computer Supplies	X	X	X	X	X	X
Lease Facilities	X	X	X	X	X	X
Administrative Support	X	X	X	X	X	X
Information Technology Support	X	X	X	X	X	X
Consulting Services	X	X	X	X	X	X
Communications Support	X	X	X	X	X	X
Moving & Relocation Services	X	X	X	X	X	X
Environmental Services	X	X	X	X	X	X
Other lab-related products & services	X	X	X	X	X	X

II. METHODS USED TO DEVELOP SUBCONTRACTING GOALS

Background Information

Alliance established the above subcontracting goals based on the small business' performance history, the proposed budget, the availability of small businesses in our region, and our commitment to execute the proposed subcontracting strategy embodied by this Plan.

The new Prime Contract implemented in FY 2009 brought new opportunities to Alliance/NREL's Small Business Program. In order to apply an enhanced emphasis on small business, the Small Business Program office was moved from Contracts and Business Services to the Commercialization and Deployment directorate. This began a greater focus on;

- Increasing the small business subcontracting goal of 46.4%, and
- Implementing a Mentor-Protégé Program and placing a total of seven (7) Mentor-Protégé Agreements within sixty (60) months or, in other words, by the end of fiscal year 2013.

Through FY 2013 reports show that NREL significantly exceeded the aggressive small business goal of 55% and that its successful Mentor-Protégé Program achieved its five-year goal of placing seven (7) Mentor-Protégé Agreements. In FY 2014 NREL small business reporting practices changed to include both subcontract and purchase order awards. Due to this change Alliance proposed that the NREL small business goal for FY14 be modified to 53% while all other small business subcategories remain the same.

FY 2018 Small Business Goal Objectives

When Alliance's new Prime Contract was implemented in FY 2009, it would have been difficult for anyone to correctly predict the impact of the economic challenges our nation would face. Additionally, during fiscal years 2009, 2010, 2011 and 2012, a high volume of large construction projects occurred, which significantly affected the lab's small business subcontracting goal objectives. In 2009, Alliance negotiated to change the existing small business goal of 60% to a more reasonable goal of 55%—a goal that has remained the same for FY 2010, FY 2011, FY 2012 and FY 2013.

Starting October 1, 2013, the total dollars awarded and reported included both subcontract and purchase order awards. Prior to October 1, 2013, the total dollars awarded and reported did not include purchase order awards. Due to this change, Alliance proposed that the NREL small business goal for FY 2014 be modified to 53% and proposes that it remain 53% for FY 2015, FY 2016 and FY17. To support Alliance's commitment to small business, we further propose that all other small business subcategories (including the 5% goal for Small Disadvantaged and Women-owned businesses, and the 3% goal for HUBZone, Veteran, and Service-Disabled Veteran-Owned businesses) remain the same. In comparison with the Department of Energy (DOE) and other federal agency standard small business goals of 46.4%, NREL's 53% small business goal is still considered an aggressive objective.

After monitoring both subcontract and purchase order awards, Alliance proposes that the small business goal for FY 2018 increase to 54%. Furthermore, to support Alliance's commitment to small business, we propose that both Women Owned Business and Small Disadvantaged Business subcategory goals be increased to 7% and HUBZone, Veteran, and Service Disabled Veteran-Owned businesses remain the federal agency standard of 3%.

Indirect costs: Indirect costs have not been included when establishing Alliance subcontracting goals. Instead, goals are based on the total anticipated subcontract and purchase order award dollars.

In determining the proportionate share of indirect costs allocated to each small business category (SB, SDB, WOB, HZ, VOB, and SDVOB), NREL's reporting system can isolate each small business concern by dollar amount.

Mentor-Protégé Program

To demonstrate Alliance's commitment for meeting the FY 2009 objectives, a Mentor-Protégé Program was successfully implemented and, to date, has activated eleven (11) Mentor Protégé Agreements:

Protégé	Agreement Execution Date	Technical Champions and Mentoring Areas
Agreement No. MP 09-01 New West Technologies Native American-owned SDB/SBA (8a) certified	March 2009	Group: Transportation Champions: Ann Brennan/Margo Melendez/Wendy Dafoe Mentoring areas: Proposal writing, procurement best practices and financial (Program completed)
Agreement No. MP 09-02 St. Andrews Construction Hispanic-owned SDB/SBA (8a) certified	September 2009	Group: Site Operations Champions: Donna Rigau and group/Safety/Quality Assurance Mentoring areas: Best construction practices, involvement in NREL's revised safety plan, quality assurance issues, introduction to NREL large construction companies (J.E. Dunn and Haselden) to learn more about larger construction projects (design build, etc.) and processes (Graduated Program)
Agreement No. MP 10-03 Group 14 Engineering Woman-owned	August 2010	Group: Integrated Applications Champions: Nancy Carlisle/Vickie Healey/Jesse Dean Mentoring areas: enhancing NREL audit and energy analysis projects (Graduated Program)
Agreement No. MP 11-04 Confluence Communications Woman-owned	August 2011	Group: Electricity, Resources, and Building Systems Integration Champions: David Mooney/Cheryn Engebrecht/Stacey Rothgeb Mentoring areas: Enhancing skills in technical event planning involving Building America projects.
Agreement No. MP 11-05 E-Work.com, Inc. Veteran-owned	April 2012	Group: Commercialization and Technology Transfer Office Champions: William Farris / Richard Adams Mentoring areas: Business development and marketing assistance particularly as it relates to leveraging new training techniques with C&TT and other NREL programs. Assistance in qualifying for the SBIR Program and/or the SB Technology Transfer Engineering Program to develop and possibly commercialize E-Learning technologies and processes.
Agreement No. MP 11-06 Fireside Production Women-owned	September 2011	Group: Commercialization & Technology Transfer Champions: Bill Farris/Richard Adams Mentoring areas: Development of expertise and capabilities in areas of procurement and other best

		business practices, communication and event business planning techniques, financial management and networking.
Agreement No. MP 13-07 Ambient Energy, Inc. SDB, Women-owned	March 2013	Group: Electricity, Resources and Building Systems Integration Center Champions: Larry Brackney/Andrew Parker Mentoring areas: Development of expertise and capabilities in financial management and accounting practices, assistance in proposal development, developing knowledge and expertise in OpenStudio software,
Agreement No. MP 14-08 Sky Blue Builders, LLC SDB, 8(a)	July 2014	Group: Site Operations Champions: Donna Rigau, Bret Cummock/Safety and Quality Assurance Mentoring areas: LEED practices, design build practices, quality assurance plan development, contracting and project management, environmental requirements,
Agreement No. MP 15-09 Tricomm Systems, Inc. VOSB	February 2015	Group: Site Operations Champions: Sal Sferrazza, Mark Martinez, Pam Motyl Mentoring areas: Quality Assurance Plan development, Safety Plan development, contracting and project management, small business certification process, proposal preparation and submission
Agreement No. MP 15-10 BrainJuice Mobile, LLC SDB,WOB	July 2015	Group: Energy Systems Integration Facility Champions: Steve Bonde, Phil Clark Mentoring areas: data management and system integration, proposal preparation and submission, quality assurance plan development, EH&S plan development
Agreement No. MP 16-11 Pinyon Environmental SDB, WOB	January 2016	Group: EH&S Champions: Larry Durbin, John Eickhoff Mentoring areas: Where possible, development of protégé's knowledge of environmental considerations as it pertains to renewable energy development and implementation. Develop understanding of the Task Ordering Agreement and Task Order process
Agreement No. MP 17-12 <u>Trujillo Special Coatings, Inc.</u>	September 2017	Group: Site Operations Champions: Bret Cummock, Brittany Decker Mentoring areas: Developing Protégé's knowledge and expertise in creating and having effective safety, quality assurance and traffic plans. Assistance in

		proposal development, environmental processes and training and understanding NREL culture and processes.
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Efforts continue to find a minimum of one (1) qualified small business protégé in FY18 that not only has expertise in product and service types of subcontracting, but also for any technology-based small businesses that complement NREL's mission in specialized areas related to science and technology, renewable energy, and energy efficiency.

III. METHODS USED TO IDENTIFY POTENTIAL SOURCES FOR SOLICITATION

The Alliance is proactive and committed to maintaining a Program that offers a fair and equitable opportunity to small (SB), small disadvantaged (SDB), women-owned (WOB), HUBZone (HZ), veteran-owned (VOB), and service-disabled veteran-owned (SDVOB) business concerns to compete for potential sources of supplies, services, research and development, and science and technology-based areas using resources including but not limited to the following:

- Electronic access to the Central Contractor Registration (www.sam.gov) website, which the General Services Administration (GSA) maintains to seek critical information regarding identification, classification, certifications, and NAICS code information.
- Electronic access to NREL Small Business (www.nrel.gov) database. Small businesses that are interested in doing business with Alliance/NREL have an opportunity to register pertinent information about their company. In return, NREL staff utilizes the database as a resource for finding appropriate vendors to fulfill their subcontracting needs.
- Facilitated contacts with educational institutions including but not limited to the University of Colorado, Colorado School of Mines, Colorado State University and other local and national university partners to expand potential small business sources.
- Access to the Battelle Family of Labs, Acquisition of Community Practices (ACOP) group (procurement directors and small business program managers) and other government and federal agencies within the Department of Energy in order to obtain small business data.
- Tools such as salesforce.com, which can be used to develop a commercialization and technology transfer list, which will identify small technology-based businesses that are experienced in renewable energy and energy efficiency technologies and that could be potential small business sources.
- Collaborative participation between Procurement and the Small Business Partnerships office in order to obtain various search techniques that can identify the appropriate small business mix to satisfy work effort objectives.
- Assistance in educating small business concerns on how to do business with Alliance/NREL, including but not limited to:
 - Assistance in navigating the NREL website

- Assistance with the NREL small business database
- Assistance with contact information in specialized areas
- Assistance with the scheduling process regarding one-on-one visits to NREL
- Participating in local, regional, and national trade fairs, conferences, and special events organized to assist small business concerns that request information on how to obtain business opportunities with NREL.
- Participate in local, state, regional, and national trade associations, business development organizations, small business councils, chambers of commerce, etc. to demonstrate commitment to the minority and small business community. NREL's participation with and support of various organizations include but are not limited to
 - Mountain Plains Minority Supplier Development Council (MPMSDC), with granted access to the council's database
 - National Minority Supplier Development Council (NMSDC)
 - Opportunity Council (OC) f/k/a Rocky Mountain Small and Disadvantaged Business Opportunity Council (SADBOC), with granted access to the council's directory
 - Colorado Women's Chamber of Commerce (CWCC), with granted access to chamber resources
 - Women's Business Enterprise Council -- West (WBEC), with granted access to WBEC resources
 - Minority Education and Enterprise Development Council (MEED)
 - Local Chambers of Commerce, as applicable

The success of the Small Business Partnerships office is centered on teaming with key organizations within the lab that adopt NREL's Diversity Plan to the fullest extent. Fostering solid relationships with Procurement, Public Affairs, Human Resources, and Technology Transfer creates a dynamic work force supporting minority and small business entities.

Additionally, proactive relationships with the Office of Small Disadvantage Business Utilization (OSDBU), Small Business Administration (SBA), and other DOE laboratories and government agencies provide insight into the best practices of small business subcontracting activities. In addition, these relationships foster NREL's ability to enhance subcontracting goals that meet NREL's mission and operation. The Small Business Subcontracting Plan for NREL will be reviewed and approved annually by the DOE GO Contracting Officer.

IV. SMALL BUSINESS PROGRAM ADMINISTRATION

While the prime responsibility for administration of the Small Business Subcontracting Plan rests with the Innovation Partnering & Outreach directorate, the Procurement Office Director will help provide subcontracting opportunities for minority and small business concerns. Rexann Dunn, the Small Business Partnerships Manager, is responsible for the day-to-day implementation of the Plan.

Name: Rexann Dunn
Title: Small Business Partnerships Manager
Address: 15013 Denver West Parkway, Golden, Colorado 80401
Telephone #: 303-275-4322

E-Mail: rexann.dunn@nrel.gov

Name: William Farris

Title: Associate Lab Director, Innovation Partnering & Outreach

Address: 15013 Denver West Parkway, Golden, Colorado 80401

Telephone #: 303-275-3069

E-Mail: william.farris@nrel.gov

Small Business Partnerships Manager (SBPM) Duties

The SBPM has the general overall responsibility for Alliance's Small Business Program and Small Business Subcontracting Plan. The Innovation Partnering & Outreach directorate office provides leadership for the Small Business Program, and champion outreach activities for small businesses opportunities, with a focus on lab needs including supplies, services, research and development, and other science-based technologies. The SBPM will oversee and manage the following activities:

- Administering the Alliance Small Business Subcontracting Plan, including monitoring performance relative to the requirements outlined in the Plan, and negotiating aggressive but practical small business goals and mentor-protégé activities.
- Reviewing and overseeing the approval process of all Individual, Master, and Commercial Subcontracting Plans with a subcontract dollar value of more than \$700,000 (FAR increase from \$650,000 to \$700,000 effective October 1, 2015) (\$1,500,000 for construction), excluding small business concerns. Additionally, through the period of performance of the subcontract, monitoring performances relative to proposed goals outlined in Plan.
- Searching, developing, and maintaining mailing lists for SB, SDB, WOB, HZ, VOB and SDVOB concerns from various databases and other viable resources.
- Ensuring procurement/solicitation packages, which are structured to permit participation of SB, SDB, WOB, HZ, VOB, and SDVOB concerns to the maximum extent possible.
- Ensuring inclusions of SB, SDB, WOB, HZ, VOB, and SDVOB concerns with capabilities that coincide with solicitations requiring their products and services.
- Attending Procurement preplanning meetings to help identify small business subcontracting opportunities;
- Participating in Procurement semi-annual assessment reviews to help ensure compliance with stakeholder requirements including applicable laws, regulations, terms and conditions of subcontracts / purchase orders, ethics and good business practices.
- Receipt of monthly awarded action report from Procurement.

- Ensuring that proper documentation is provided if selection is not awarded to SB, SDB, WOB, HZ, VOB, and SDVOB—a situation that would require C&BS Subcontract Administrators to document the procurement file with a completed “if not, why not” form, when applicable.
- Holding periodic training sessions through either email or scheduled meeting to educate staff on Alliance/NREL’s commitment to the small business community.
- Coordinating contractors’ activities prior to and during conduct of a Federal agency compliance reviews.
- Attending and/or arranging for NREL staff to attend small business opportunity workshops, minority business enterprise seminars, trade fairs, and other outreach activities.
- Supporting Alliance/NREL’s commitment to small business by fostering working relationships within the local community through involvement with various small and minority organizations, small business councils, and chambers of commerce. This may include serving as a board director, volunteer when needed, or doing committee work, presentations, and participating in panels.
- Maintaining sociable, yet professional, relationships within the minority and small business communities supporting respective activities such as:
 - OSDBU personnel at DOE Headquarters
 - Local and regional SBA Directors, Administrators, and Counterparts
 - Presidents and Directors of local small business councils, chambers of commerce, and other organizations
 - Small Business and Diversity Program Managers working for local, regional, and national large businesses concerns, DOE laboratories, and other government and federal agencies.
 - Board of Director colleagues
 - Presidents and CEOs within the minority and small business communities
- Preparing and submitting the following monthly, quarterly, semi-annual, and annual reports as applicable:
 - Monthly small business status reports to DOE GO Contracting Officer and appropriate Alliance/NREL Management Team
 - Semi-annual and annual Mentor-Protégé progress reports to OSDBU
 - Semi-annual and annual subcontracting goal reports into the Electronic Subcontracting Report System (eSRS)
 - Other types of reports upon request

V. **EQUITABLE OPPORTUNITIES AND OUTREACH EFFORTS**

NREL’s Small Business Partnerships and Procurement offices work in unison to ensure that small, disadvantaged, women-owned, HUBZone, veteran, and service disabled-veteran owned businesses have an equitable opportunity to compete for subcontracts that may include but are not limited to the following activities:

Outreach Efforts to Obtain Sources:

Mentor-Protégé Program: Implemented In FY 2009, Alliance/NREL's mentoring program is part of a DOE Initiative to encourage and assist small businesses in efforts to enhance their performance capabilities in becoming successful subcontractors for Alliance/NREL, DOE, and other federal agencies. The lab's mentoring opportunities are not only limited to seeking small businesses that have skills in product and service areas but to also search for small technology-based companies that have expertise in science and technology with a particular focus on transferring renewable energy and energy efficiency technology to the marketplace. Furthermore, the program is intended to foster long-term relationships that will increase the extent, variety, and complexity of opportunities for small business and to ensure they continue to have a meaningful role in the future.

Alliance/NREL encourage small businesses to inquire about the qualifications they would require to become a Protégé. If applicable, the Small Business Partnerships office will assist in finding appropriate champions who agree to mentor the small business.

Inreach/Outreach Team Approach: Small Business Partnerships routinely work with the Procurement office and other programs and organizations within the lab to help foster a variety of small business opportunities at the lab. Throughout the year, NREL staff is asked to attend outreach activities such as trade shows, luncheons, networking, seminars, and, on occasion, panel participation.

Technical programs are encouraged to have an annual objective to subcontract with at least one small, disadvantaged, women-owned, HUBZone, veteran-owned, or service-disabled veteran-owned business to support Alliance/NREL's mission and its commitment to small business concerns.

Commitment to Minority and Small Businesses: NREL continues to have a significant presence within the small business community. The Small Business Partnerships Manager is available for committee work, panel presentations, holding leadership positions; e.g., serving on boards of directors for various chambers of commerce, small business councils; and organizations.

Outreach Participation: Participate in local, regional, and national small and minority business procurement conferences, trade fairs, and other functions for matchmaking opportunities and to locate additional small business sources.

Outreach Source Information: Seek source information from various resources including but not limited to the following:

- NREL Small Business database
- Databases including but not limited to:
 - SAM - System for Award Management
 - FedBiz Opps
 - SBA - Dynamic Small Business Search (DSBS)
 - Small Business Data Centers

- Prior to Procurement submitting Request for Proposal(s) (RFP), seek source information from any of the above mailing lists, or other various mailing lists, as well as other reference material to identify small, small disadvantaged, women-owned, HUBZone, veteran, and service-disabled veteran-owned business entities.
- Monitor monthly small business reports to determine if small, small disadvantaged, women-owned, HUBZone, veteran, and service-disabled veteran-owned businesses are meeting negotiated goals outlined in NREL's Small Business Subcontracting Plan.
- Utilize source lists from various chambers of commerce, small business councils, and organizations such as the Mountain Plains Minority Supplier Development Council, Opportunity Council, and Colorado Women's Chamber of Commerce.
- Utilize source lists from the Battelle Family of Labs.
- Seek source information from large businesses and other government entities.

VI. INTERNAL EFFORTS TO GUIDE AND ENCOURAGE SUBCONTRACT/PURCHASING PERSONNEL AND NREL STAFF

Throughout this Plan, Alliance has demonstrated commitment to small business, illustrating its internal efforts to achieve subcontracting goals. The following recaps Alliance best business practices to better guide staff subcontracts with small businesses:

- Establish, maintain, and utilize SB, SDB, WOB, HZ, VOB, and SDVOB source lists, guides, and other data for soliciting subcontracts.
- Assist Procurement at pre-planning solicitation meetings to determine small business opportunities.
- Hold periodic training and meetings with subcontract staff and other organizational groups regarding Alliance Plan and commitment to small business.
- Monitor activities to review and evaluate compliance with this Plan.
- Make sure that Alliance/NREL requirements are clear and precise before sending out solicitations.
- When practical, arrange pre-proposal conferences to make sure SB, SDB, WOB, HZ, VOB, and SDVOB concerns understand all requirements that are outlined in the RFP.
- Make challenging and reasonable recommendations to NREL staff concerning strategies for maintaining and/or exceeding the approved small business goals.

- Implement and maintain a vendor/supplier database that allows firms to enter their business into the NREL Small Business Vendor Database via the Internet. This database allows companies to list their capabilities and the goods/services they provide. This database is available not only to subcontract administrators, but all NREL staff, and is easily searched by vendor name, type of business, type of goods/services, state, NAICs code, and keywords.

VII. SUBCONTRACTING PLAN FLOWDOWN

Alliance/NREL require that with all subcontracts, except for those awarded to small business concerns, in excess of \$700,000 (FAR Increase from \$650,000 to \$700,000 effective October 1, 2015) (\$1,500,000 for construction) and commercial item/services awards, subcontractors must adopt and comply with requirements stated in FAR 52-219-9 – Small Business Subcontracting Plan. (NREL Flowdown Clause 1-22(9) – Utilization of Small Business Concerns). Alliance/NREL understand that this requirement cannot be altered.

VIII. REPORTS AND SURVEYS

Alliance/NREL will stay in compliance and assures the following:

- As required, will cooperate in any studies or surveys that may be required by DOE or the U.S. Small Business Administration (SBA);
- Provide the data on first-tier small business subcontract transactions under the contracts, as described in the MOSRC Guide via the Microsoft Excel spreadsheet co-located at <https://max.gov> in the MOSRC Collaboration Center. The spreadsheet will be submitted to HQProcurement Systems @hq.doe.gov.
- Upon request, will submit periodic reports showing compliance with the Subcontracting Plan.
- Will electronically submit (eSRS) a semi-annual Individual Subcontract Report (ISR) (formerly SF294), during the subcontract performance for the periods ended March 31 and September 30, based on the government's fiscal year (October 1 through September 30).

Will electronically submit an annual Summary Subcontract Report (SSR)(formerly SF295) for the twelve months ended September 30, at the close of each government fiscal year.

The ISR and SSR electronic submissions shall be made through the Electronic Subcontracting Reporting System (eSRS) at www.esrs.gov. Alliance/NREL will insure accurate and complete reports.

- Will ensure that large business subcontractors with subcontracting plans agree to submit ISRs (formerly SF 294s) and SSRs (formerly SF295s) or any other version as determined necessary by NREL to comply with DOE Internal procedures and practices.

REPORTING PERIOD	REPORT DUE	DUE DATE
October 1 – March 31	ISR	April 30
April 1 - September 30	ISR	October 30
October 1 – March 31	SSR*	April 30
October 1 – September 30	SSR	October 30

*This SSR reporting period is required for Department of Defense (DoD) and National Aeronautics and Space Administration (NASA) only

Addresses for submitting ISR and SSR: These will be submitted electronically to:


- the DOE GO Contracting Officer.

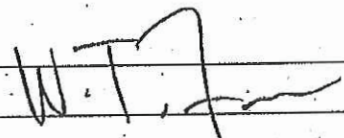
IX. RECORDS AND PROCEDURES

Alliance will maintain the necessary records and procedures to demonstrate compliance with the requirements and goals outlined in this subcontracting plan. These records will include, but are not limited to the following:

- Source documentation for SB, SDB, WOB, HZ, VOB, and SDVOB concerns received from:
 - SBA DSBS/sam.gov/NREL's internal small business database
 - Department of Veteran Affairs (VETBIZ.gov)
 - Office of Small Disadvantaged Business Utilization database (OSDBU.gov).
- Source documentation for SB, SDB, WOB, HZ, VOB, and SDVOB concerns received from organizations, e.g.,
 - Mountain Plains Minority Supplier Development Council (MPMSDC)
 - Opportunity Council (OC)
 - Colorado Women's Chamber of Commerce (CWCC)
 - Local Chamber of Commerce
 - Local Small Business Administration (SBA)
 - Women's Business Enterprise Council – West (WBEC West)
- Source documentation received on each subcontract solicitation resulting in an award of more than \$150,000, and indicating whether SB, SDB, WOB, HZ, VOB, and SDVOB concerns were solicited, and if not, why not; and if applicable, reasons why an award was not made to a small business concern.
- Source documentation gathered from various small and minority business procurement conferences, trade fairs, or other events.
- Source documentation regarding internal training for procurement buyers along with support and technical staff to encourage, educate, and promote small business opportunities at NREL.

This FY2018 Small Business Subcontracting Plan was submitted by:

SIGNED: 
TYPED/PRINTED NAME: Rexann Dunn
TITLE: Small Business Partnerships Manager
DATE: 11/28/17
TELEPHONE NO.: 303-275-4322

SIGNED: 
TYPED/PRINTED NAME: William Farris
TITLE: Associate Lab Director, Innovation Partnering & Outreach
DATE: 11/28/17
TELEPHONE NO.: 303-275-3069

PLAN ACCEPTED BY: _____
DOE GO Contracting Officer
Date: _____

Attachment D
**Special Financial Institution Account Agreement for Use
with the Payments Cleared Financing Agreement**

The Special Financial Institution Account Agreement, executed on August 11, 2009 and as subsequently modified, is hereby incorporated by reference as Section J, Attachment D.

Attachment E

Applicable Laws and Regulations (List A)

General Laws and Regulations

CODE OF FEDERAL REGULATIONS (CFR)
10 CFR 707 - Workplace Substance Abuse Programs at DOE Sites
10 CFR 719 - Contractor Legal Management Requirements
10 CFR 1008 - Records Maintained on Individuals (Privacy Act)

Environmental, Health and Safety Laws, Regulations and Other Requirements

CODE OF FEDERAL REGULATIONS (CFR)
7 CFR 330 - Federal Plant Pest Regulations
7 CFR 340 - Biotechnology Permits
10 CFR 835 - Occupational Radiation Protection
10 CFR 851 – Worker Safety and Health Program
10 CFR 1021 – DOE NEPA Implementing Regulations
10 CFR Part 1022 Department of Energy Floodplain and Wetland Regulations
10 CFR 1046 – Medical, Physical Readiness, Training, and Access Authorization Standards for Protective Force Personnel
14 CFR 77 - Objects Affecting Navigable Airspace
27 CFR Part 19; Distilled Spirits Plants
27 CFR Part 22; Distribution and Use of Tax-Free Alcohol
33 CFR 320 - General Regulatory Policies
33 CFR 323 - Permits for Discharges of Dredged or Fill Material into Waters of the United States
33 CFR 325 - Processing of Department of the Army Permits
33 CFR 328 - Definition of Waters of the United States
33 CFR 330 - Nationwide Permits
36 CFR 63 - Determination of Eligibility for Inclusion in the National Register of Historic Places
36 CFR 65 - National Historic Landmarks Program
36 CFR 78 - Waiver of Federal agency responsibilities under section 110 of the National Historic Preservation Act
36 CFR 79 - Curation of Federally-Owned and Administered Archaeological Collections
36 CFR 800 - Protection of Historic and Cultural Properties
40 CFR 50 - National Primary and Secondary Ambient Air Quality Standards
40 CFR Parts 51, 52, 70, and 71 – Prevention of Significant Deterioration and Title V Greenhouse Gas Tailoring Rule

40 CFR 60 – Standards of Performance for New Stationary Sources
40 CFR 61- National Emission Standards for Hazardous Air Pollutants
40 CFR 66 - Assessment and Collection of Noncompliance Penalties by EPA
40 CFR 82 - Protection of Stratospheric Ozone
40 CFR Parts 86, 87, 89, 90, 94, 98, 1033, 1039, 1042, 1045, 1051, 1054, and 1065 - Mandatory Reporting of Greenhouse Gas
40 CFR 88 - Clean-Fuel Vehicles
40 CFR 110 - Discharge of Oil
40 CFR 112 - Oil Pollution Prevention
40 CFR 113 - Liability Limits for Small Onshore Storage Facilities
40 CFR 116 - Designation of Hazardous Substances
40 CFR 117 - Determination of Reportable Quantities for Hazardous Substances
40 CFR 122 - EPA Administered Permit Programs: The National Pollutant Discharge Elimination System (NPDES)
40 CFR 131 - Water Quality Standards
40 CFR 141 - National Primary Drinking Water Regulations
40 CFR 142 - National Primary Drinking Water Regulations Implementation
40 CFR 171 - Certification of Pesticide Applicators
40 CFR 260-270 - Resource Conservation and Recovery Act (RCRA)
40 CFR 273 - Standards for Universal Waste Management
40 CFR 279 - Standards for the Management of Used Oil
40 CFR 302 - Designation, Reportable Quantities, and Notification (CERCLA)
40 CFR 355 - Emergency Planning and Notification (CERCLA)
40 CFR 370 - Hazardous Chemical Reporting: Community Right -To-Know
40 CFR 401 - General Provisions - Effluent Guideline and Standards
40 CFR 403 - General Pretreatment Regulations for Existing and New Sources of Pollution
40 CFR Parts 1500-1508 – Council on Environmental Quality Regulations for Implementing NEPA
48 CFR 970.5223 – Integration of Environment, Safety and Health into Work Planning and Execution
49 CFR 40 - Drug and Alcohol Regulations
49 CFR 107-199 - Transportation - Hazardous Materials Regulations
49 CFR 382-399 - Transportation - Federal Motor Carrier Safety Regulations
50 CFR 17 - Endangered and Threatened Wildlife and Plants
50 CFR 402 - Interagency Cooperation - Endangered Species Act of 1973
50 CFR 450 - General Provisions - Endangered Species Exemption Process
50 CFR 451 - Application Process
UNITED STATES CODE (USC)
7 USC 136 et seq. - Environmental Pesticide Control Act
7 USC 136 et seq. - Federal Insecticide, Fungicide, and Rodenticide Act
7 USC 7701 Plant Protection Act 2000 (as amended by the Noxious Weed Control and Eradication Act 2004)

7 USC 2814 – Federal Noxious Weed Act of 1974 as amended
16 USC 431 et seq. - Antiquities Act of 1906
16 USC 469 et seq. – Archaeological and Historic Preservation Act of 1974 (AHPA)
16 USC 470 et seq. - Archaeological Resources Protection Act of 1979 (ARPA)
16 USC 470 et seq. - National Historic Preservation Act of 1966 (NHPA)
16 USC 661 et seq. - Fish and Wildlife Coordination Act
16 USC 668 et seq. - Bald and Golden Eagle Protection Act
16 USC 703 et seq. - Migratory Bird Treaty Act
16 USC 1531 et seq. - Endangered Species Act of 1973
26 USC Chapter 51; Distilled Spirits, Wines, and Beer
33 USC 403 – Rivers and Harbors Act
33 USC 1251, et seq. - Clean Water Act
33 USC 1321 - Oil and Hazardous Substances Liability (Clean Water Act, Section 311)
42 USC Sec. 300f et seq. - Safe Drinking Water Act, and 42 USC 201 - Safe Drinking Water Act Amendments of 1996
42 USC 4321-4347 The National Environmental Policy Act of 1969, as amended
42 USC 6901 et seq. - Resource Conservation and Recovery Act (RCRA)
42 USC 7401 et seq. - Clean Air Act & Amendments
42 USC 9602 - CERCLA, Title I, Section 102 - Reportable Quantities and Additional Designations
42 USC 9603 - CERCLA, Title I, Section 103 - Notices, Penalties
42 USC 11000-11050 - Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)
42 USC 13101-13109 - Pollution Prevention Act of 1990
42 USC 17094 Sec 438 – Storm Water Runoff Requirements for Federal Development Projects
EXECUTIVE ORDER (EO)
EO 11593 - Protection and Enhancement of Cultural Environment 1971
EO 12114 - Environmental Effects Abroad of Major Federal Actions
EO 12898 - Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations
EO 13112 - Invasive Species 1999
EO 13186 - Responsibilities of Federal Agencies to Protect Migratory Birds
EO 13690 – Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input
EO 13693 – Planning for Federal Sustainability in the Next Decade
CODE OF COLORADO REGULATIONS (CCR)
2 CCR 402-2 - Water Well Construction
2 CCR 402-4 - Rules for Small Capacity Well Permits in Designated Ground Water Basins
2 CCR 402-10 – Geothermal Wells
2 CCR 406-8 Chapter 10, Article 2 and 3 - Non-Game Wildlife

5 CCR 1001. 1-20 - Colorado Department of Public Health & Environment, Air Quality Control Commission Regulations
5 CCR 1002-11 – Primary Drinking Water Regulations
5 CCR 1002-31 - Basic Standards and Methodologies for Surface Water
5 CCR 1002-38 – Classifications of Numeric Standards for South Platte River Basin, Laramie River Basin, Republican River Basin, Smoky Hill River Basin
5 CCR 1002-41 - The Basic Standards for Groundwater
5 CCR 1002-42 - Site-Specific Water Quality Classifications and Standards for Ground Water (Rocky Flats Area)
5 CCR 1002-61 - Colorado Discharge Permit System Regulations
5 CCR 1002-62 - Regulations for Effluent Limits
5 CCR 1002-63 - Pretreatment Regulations
5 CCR 1002-65 - Regulations Controlling Discharges to Storm Sewers
5 CCR 1003-6 - Guidelines on Individual Sewage Disposal Systems
6 CCR 1007-1, Part 2 - Registration of Radiation Producing Machines
6 CCR 1007-1, Part 4 – Standards for Protection Against Radiation, Sections 4.33-4.38 Waste Disposal Requirements
6 CCR 1007-1, Part 8 - Radiation Safety Requirements for Analytical X-Ray Equipment
6 CCR 1007-1, Part 17 - Transportation of Radioactive Material
6 CCR 1007-3, Colorado Hazardous Waste Regulations
7 CCR 1101-5, Colorado Boiler and Pressure Vessel Rule
7 CCR 1101-14 – Underground Storage Tanks and Aboveground Storage Tanks
8 CCR 1507-1 – Minimum Standards for the Operation of Commercial Vehicles
8 CCR 1507-25 – Rules and Regulations Concerning the Permitting, Routing & Transportation of Hazardous and Nuclear Materials and the Intrastate Transportation of Agricultural Products in the State of Colorado
COLORADO REVISED STATUTES (CRS)
8 CRS 20.5, Parts 1-3 - Petroleum Storage Tanks
9 CRS 4 – Boiler Inspection
25 CRS 7 - Air Quality Control
25 CRS 8 - Colorado Water Quality Control Act
25 CRS 10 - Individual Sewage Disposal Systems Act
25 CRS 15, Part 1, Part 3 - State Hazardous Waste Management Program
25 CRS 15, Part 1, Part 4 - Infectious Waste
29 CRS 22 - Hazardous Substances Incidents
33 CRS 2 - Nongame and Endangered Species Conservation
33 CRS 6 - Law Enforcement and Penalties
33 CRS 6-109 – Wildlife – Illegal possession
33 CRS 6-128 – Wildlife – Damage or destruction of dens or nests – harassment of wildlife
35 CRS 5 - Pest Control Districts

35 CRS 5.5 - Colorado Weed Management Act
35 CRS 9 - Pesticide Act
35 CRS 10 - Pesticide Applicators Act
37 CRS 90 - 101, et seq. - Colorado Ground Water Management Act
INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS
International Building Code (IBC) 2015
International Fire Code (IFC) 2015
INTERNATIONAL STANDARDS ORGANIZATION (ISO), OCCUPATIONAL HEALTH AND SAFETY ASSESSMENT SERIES (OHSAS)
ISO 14001: 2015, Environmental Management Systems
OHSAS 18001: 2007, Occupational Health and Safety Management Systems
OTHER LOCAL STANDARDS
Jefferson County Public Health Department, Onsite Wastewater Treatment System Regulation of Jefferson County, Colorado
Jefferson County Planning and Zoning Land Development Regulation, Section 18 (Drainage) [Note: applies to offsite locations only.]
Jefferson County Zoning Resolution Section 30 (F-P Floodplain Overlay District) [Note: applies to offsite locations only.]
Jefferson County Planning and Zoning Storm Drainage and Technical Criteria [Note: applies to offsite locations only.]
Metropolitan Wastewater Reclamation District Rules and Regulations
Pleasant View Water and Sanitation District Rules and Regulations
West Metro Fire Rescue Amendments to the International Fire Code
West Metro Fire Protection District Hazardous Materials Regulations
Denver Fire Department Hazardous Material Regulations

Attachment F

Operating and Administrative Requirements (List B)

Prime Contract No. DE-AC36-08GO28308

The operating and administrative requirements, including the Contractor Requirements Documents of DOE directives listed below are applicable in whole or in part in accordance with clauses H.18 Application of DOE Contractor Requirements Documents and 970.5204-2 Laws, Regulations, and DOE Directives (DEC 2000). The concurrence analysis documenting applicability for each requirement below is maintained in the DOE Master File as well as any assurances as required by Clause H.18, and are made a part of this Contract by reference and are managed through a formal change control process.

Operating and Administrative Requirements	Applicability
DOE O 130.1 CRD Budget Formulation Approved: 09/29/95	CRD applicable in whole
DOE O 142.3A Chg 1 (MinChg) CRD Unclassified Foreign Visits and Assignments Program Approved: 10/14/10 Chg 1 (MinChg): 01/18/17	CRD applicable in whole
DOE O 151.1D CRD Comprehensive Emergency Management System Approved: 08/11/16	CRD applicable in whole
DOE O 200.1A Chg 1 (MinChg) CRD Information Technology Management Approved: 12/23/08 Chg 1 (MinChg): 01/13/17	CRD applicable in whole
DOE O 205.1B Chg 3 (PgChg) CRD Department of Energy Cyber Security Program Approved: 05/16/11 Chg 3 (PgChg): 04/29/14	CRD applicable in part
DOE O 206.1 CRD Department of Energy Privacy Program Approved: 01/16/09	CRD applicable in whole
DOE O 206.2 CRD Identity, Credential, and Access Management (ICAM) Approved: 02/19/13	CRD applicable in part
DOE O 210.2A CRD DOE Corporate Operating Experience Program Approved: 04/08/11	CRD applicable in whole
DOE O 221.1B CRD Reporting Fraud, Waste and Abuse to the Office of Inspector General Approved: 09/27/16	CRD applicable in whole

Operating and Administrative Requirements	Applicability
DOE O 221.2A CRD Cooperation with the Office of Inspector General Approved: 02/25/08	CRD applicable in whole
DOE O 225.1B CRD Accident Investigations Approved: 03/04/11	CRD applicable in whole
DOE O 226.1B CRD Implementation of Department of Energy Oversight Policy Approved: 04/25/11	CRD applicable in whole
DOE O 227.1A CRD Independent Oversight Program Approved: 12/21/15	CRD applicable in whole
DOE O 231.1B Admin Chg 1 CRD Environment, Safety and Health Reporting Approved: 06/27/11 Admin Chg 1: 11/28/12	CRD applicable in whole
DOE O 232.2A CRD Occurrence Reporting and Processing of Operations Information Approved: 01/17/17	CRD applicable in part
DOE O 241.1B Chg 1 (Admin Chg) CRD Scientific and Technical Information Management Approved: 12/13/10 Chg 1 (Admin Chg): 04/26/16	CRD applicable in whole
DOE O 243.1B Admin Chg 1 CRD Records Management Program Approved: 03/11/13 Admin Chg 1: 07/08/13	CRD applicable in part
DOE O 350.1 Chg 6 (MinChg) Contractor Human Resource Management Programs Chapter VIII - Contractor Workplace Substance Abuse Programs CRD Chapter IX - Employee Assistance Programs CRD Approved: 09/30/96 Chg 6 (MinChg): 02/01/18	CRD applicable in whole CRD applicable in whole
DOE O 413.1B CRD Internal Control Program Approved: 10/28/08	CRD applicable in whole
DOE O 413.2C CRD Laboratory Directed Research and Development Approved: 10/22/15	CRD applicable in whole
DOE O 413.3B Chg 5 (MinChg) CRD Program and Project Management for the Acquisition of Capital Assets Approved: 11/29/10 Chg 5 (MinChg): 04/12/18	CRD applicable in part
DOE O 414.1D Admin Chg 1 CRD Quality Assurance Approved: 04/25/11 Admin Chg 1: 05/08/13	CRD applicable in part

Operating and Administrative Requirements	Applicability
DOE O 430.1B CRD Change 2 Real Property Asset Management Approved: 09/24/03	CRD applicable in whole
DOE O 436.1 CRD Departmental Sustainability Approved: 05/02/11	CRD is applicable in whole
DOE O 442.1A CRD Department of Energy Employee Concerns Program Approved: 06/06/01	CRD applicable in whole
DOE O 442.2 Chg 1 (PgChg) CRD Differing Professional Opinions for Technical Issues Involving Environmental, Safety, and Health Technical Concerns Approved: 07/29/11 Chg 1 (PgChg): 10/05/16	CRD applicable in whole
DOE O 443.1B Change 1 CRD Protection of Human Research Subjects Approved: 04/21/16	CRD applicable in part
DOE O 456.1A CRD The Safe Handling of Unbound Engineered Nanoparticles Approved: 07/15/16	CRD applicable in whole
DOE O 458.1 Admin Chg 3 CRD Radiation Protection of the Public and the Environment Approved: 02/11/11 Admin Chg 3: 01/15/13	CRD applicable in part
DOE O 470.3C CRD (U) Design Basis Threat (DBT) Approved: 11/23/16	CRD applicable in part
DOE O 470.4B Chg 2 (MinChg) CRD Safeguards and Security Program Approved: 07/21/11 Chg 2 (MinChg): 01/17/17	CRD applicable in part
DOE O 470.5 CRD Insider Threat Program Approved: 06/02/14	CRD applicable in part
DOE O 471.3 Admin Chg 1 CRD Identifying and Protecting Official Use Only Information Approved: 04/09/03 Admin Chg 1: 01/13/11	CRD applicable in whole
DOE M 471.3-1 Admin Chg 1 CRD Manual for Identifying and Protecting Official Use Only Information Approved: 04/09/03 Admin Chg 1: 01/13/11	CRD applicable in whole
DOE O 472.2 Chg 1 (PgChg) CRD Personnel Security Approved: 07/21/11 Chg 1 (PgChg): 07/09/14 Certified Date: 07/16/15	CRD applicable in part

Operating and Administrative Requirements	Applicability
DOE O 473.3A Chg 1 (MinChg) CRD Protection Program Operations Approved: 03/23/16 Chg 1 (MinChg) : 01/02/18	CRD applicable in part
DOE O 475.1 CRD Counterintelligence Program Approved: 12/10/04	CRD applicable in whole
DOE O 483.1B CRD DOE Cooperative Research and Development Agreements Approved: 12/20/16	CRD applicable in part
DOE O 484.1 Admin Chg 2 CRD Reimbursable Work for the Department of Homeland Security Approved: 08/17/06 Admin Chg 2: 06/30/14 Certified Date: 01/15/15	CRD applicable in whole
DOE O 522.1 CRD Pricing of Departmental Materials and Services Approved: 11/03/04	CRD applicable in whole
DOE O 534.1B CRD Accounting Approved: 01/06/03	CRD applicable in whole
DOE O 551.1D Chg 2 (Minor Revision) CRD Official Foreign Travel Approved: 04/02/12 Chg 2 (Minor Revision): 08/09/16	CRD applicable in whole

Attachment G

Sensitive Foreign Nations Control

In accordance with the Clause I.92, *Sensitive Foreign Nations Controls*, this Attachment sets forth the requirements the contractor shall comply with under this contract. (Reference DOE Order 142.3, or superseding directives.)

Foreign National access to DOE sites, programs, information and technologies will be approved provided the access is needed to support the program objectives of DOE and/or objectives of U.S. national interests.

(a) Definitions

Assignee – A foreign national who has been approved to access a DOE site, information, or technology for a period of more than 30 consecutive calendar days.

Foreign National – A person born outside the jurisdiction of the United States, is a citizen of a foreign government, and has not been naturalized under U.S. law.

Host – The DOE or DOE contractor employee responsible for the day-to-day activities associated with the visit or assignment.

Indices Checks – A procedure whereby a request is made to appropriate U. S. Government agencies to determine whether information exists on a particular foreign national.

Legal Permanent Resident (LPR) – One who has the right to reside permanently and work in the United States. An LPR may also be known as a permanent resident alien or Green Card holder.

Nonsensitive Country National – A foreign national who was born in, is a citizen of, is employed by, or represents a government, company, organization, or institution that is located in a country not on the Sensitive Countries List or the Terrorist Countries List.

Security Plan – A security plan is required to address specific site security concerns relating to foreign national visits or assignments.

Sensitive Countries List – A list of countries to which particular consideration is given for policy reasons during the DOE internal review and approval process for visits and assignments by foreign nationals. Countries may appear on the list for national security, nuclear nonproliferation, or terrorism support reasons. Those countries follow:

Algeria
Armenia
Azerbaijan

Belarus
China (People's Republic of China)
Cuba - Terrorist
Georgia
India
Iran - Terrorist
Iraq
Israel
Kazakhstan
North Korea (Democratic People's Republic of) - Terrorist
Kyrgyzstan
Libya - Terrorist
Moldavia
Pakistan
Russia
Sudan - Terrorist
Syria - Terrorist
Taiwan (Republic of China)
Tajikistan
Turkmenistan
Ukraine
Uzbekistan

Sensitive Visit/Assignment – A visit/assignment will be considered sensitive if:

- Sensitive Country (Citizen or Birth)
- Sensitive Subject/Sensitive Areas
- Secured Facilities (Limited Area, Protected Area, Material Access Area or Exclusion Area)
- Represent a company, business, organization or institute from countries identified as sensitive.

Sensitive Country National – A foreign national who was born in, is a citizen of, or is employed by a government, employer, institution or organization, of a sensitive country.

Visit – Access by a foreign national for 30 calendar days or less.

(b) Prior Approvals Relating to Foreign Nationals

- (1) Foreign visits and assignments pertaining to DOE programs must be in accordance with DOE Order 142.3, or superseding directives and other DOE policies furnished in writing to the contractor. All visits and assignments must be approved in advance by the DOE Approval Authority.
- (2) Sensitive visits or assignment requests must be submitted 45 days in advance in order to allow time for an indices check to be completed.

(3) Non-sensitive visits or assignment requests must be submitted 5 days in advance.

(c) Reports Relating to Foreign Visits and Assignments

Host Report Requirements – To enable the approving official to evaluate the effectiveness of visits and assignments, and to assist in determining the desirability of future visits and assignments, host reports are required within 5 days of the completion of the visit or assignment.

Attachment H

Performance Guarantee Agreement

The two Performance Guarantee Agreements, each executed on January 9, 2017, are hereby incorporated by reference as Section J, Attachment H.

Attachment I

Subcontracts, Purchase Orders and Other Actions Requiring DOE Review and Approval and Other Agreements Between the Parties

This Attachment, implementing the Article entitled Contractor Purchasing System, sets forth the requirements for DOE's approval under the prime contract for the operation of the National Renewable Energy Laboratory.

Subcontracts not binding on DOE

Subcontracts and purchase orders shall be made in the name of Alliance, shall not bind nor purport to bind the Government, shall not relieve the Alliance of any obligation under this contract (including, among other things, the obligation to properly supervise and coordinate the work of subcontractors), and shall contain such provisions as are required by this contract or as DOE may prescribe because of statutes, regulations or DOE policies as directed by the Contracting Officer.

As used herein, the term "subcontract" includes purchase orders, letter agreements, and similar contractual arrangements which will result in costs being properly charged to the prime contract with DOE.

All subcontracts in excess of ten percent of the small purchase schedule set forth in FAR Part 13, including those for services (except employment), material, supplies and equipment (or for their use) shall be reduced to writing.

Prior DOE review and written approval are required for subcontract actions which fall within any one of the following categories:

- (a) Non-competitive subcontract actions (fixed price, cost-type, time and material and labor hour) in excess of \$3,000,000 and competitive subcontract actions (fixed price, cost-type, time and material, and labor hour) in excess of \$5,000,000. This includes subcontracts for construction and architect-engineer services.
- (b) For all types of subcontracts (including construction or architect-engineer), any modification that will increase the initial award by 100 percent or more.
- (c) For all types of subcontracts (including construction or architect-engineer), any modification that will increase the scope of the initial award by \$1,000,000 or more.
- (d) Any consultant fees must have the prior written approval of DOE when the daily rate is in excess of \$1,600; and/or when the total cost of the agreement exceeds \$150,000, or for employees of another Government or DOE organization, or former employees of NREL and their subcontractors.

- (e) All subcontracts and purchase orders which involve the acquisition (purchase or lease) of motor vehicles, aircraft, and printing equipment.
- (f) All subcontracts and purchase orders which involve the acquisition of commercial printing in excess of \$2,500.
- (g) All procurement of Special Items referenced in DEAR 970.5244-1(q) through channels or sources different from those specified in such regulation.
- (h) The furnishing of a foreign-made end product or component as defined in the article(s) I.56, *52.225-1 Buy American Act- Supplies* and I.57, *52.225-9 Buy American Act – Construction Materials* of the prime contract, except such supplies as are excepted from the operation of the Act(s). Determinations of non-availability may be made by the Contractor’s subcontract administrators, and Group and Team Managers within the Acquisition Services Group for individual procurement actions not in excess of \$500,000.
- (i) Any subcontract which entails the payment of royalties or the purchase of a license.
- (j) Purchase of patents or patent license rights, including the payment of royalties, and permits or license fees except for license agreements for commercial software.
- (k) The recognition of proprietary rights, including the recognition of technical data as trade secrets.
- (l) Any restriction of DOE’s use of the supplies or data procured under a subcontract.
- (m) The cancellation or termination of a subcontract or any part hereof which may result in termination or cancellation costs, or which results in a need to purchase the cancelled supplies or services from another supplier, require approval by DOE.
- (n) Intracompany transfers.
- (o) All leases for property, plant, or equipment when the lease must be classified and accounted for as a capital lease under generally accepted accounting principles.
- (p) Leasing, purchasing, or otherwise acquiring real property, for the cost of which reimbursement will be claimed under the contract.
- (q) All acquisitions of integrated data processing equipment in excess of \$250,000.
- (r) All subcontracts or purchase orders which contain an “indemnification” or “hold harmless” provision in favor of the subcontractor.

Pursuant to Department of Energy Acquisition Regulation 970.4401-3, *Advance Notification*, advance notice to the DOE Contracting Officer of the proposed award of the following specified types of subcontracts:

- (a) Cost reimbursement type contracts of any award value.
- (b) Fixed-price type contracts which exceed the simplified acquisition threshold.
- (c) Purchases from contractor-affiliated sources over a value established by the HCA.
- (d) Advance notification shall contain, at a minimum, the following:
 - (1) Description of work;
 - (2) Estimated cost (and estimated fee, if any);
 - (3) Type of contract or reimbursement provisions;
 - (4) Anticipated period of performance. If modifying an existing subcontract, the previous performance periods and dollar values;
 - (5) Proposed subcontractor or vendor, if known;
 - (6) Extent of competition, or justification for a non-competitive procurement; and
 - (7) Subcontract Administrator, Program Manager, and telephone numbers.
- (e) Notification should be forwarded to the Contracting Officer as soon as information is known and before solicitation. The Contracting Officer may at any time request additional information that must be furnished promptly and prior to award of the procurement.

Unless otherwise directed by the Contracting Officer, the approval request for subcontracts required in Attachment I above shall include:

- (a) A description of the supplies or services to be called for by the subcontract.
- (b) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition obtained.
- (c) The subcontractor's current, complete and accurate cost or pricing data and Certificate of Current Cost and Pricing Data when such data and certificate required by other provisions of this contract are to be obtained from the subcontractor. Cost and Pricing data shall be obtained, in accordance with FAR 15.403 and 15.403-1 through 15.403-4.
- (d) Identification of the type of subcontract to be used.

- (1) A memorandum of negotiation which sets forth the principle elements of the contract price negotiations. A copy of this memorandum shall be in sufficient detail to reflect the most significant considerations controlling the establishment of initial or revised prices. The memorandum should include an explanation of why cost or pricing data was or was not required, and if it was or was not required in accordance with FAR 15.403, and 15.403-1 through 15.403-4, a statement of the basis for the determination. If cost or pricing data was submitted and a certificate of current cost or pricing data was required, the memorandum shall reflect the extent to which this data was used by the Contractor in determining the total price cost objective and in negotiating the final price. The memorandum shall also reflect the extent to which it was recognized in the negotiation that any cost or pricing data submitted by the subcontractor was not accurate, complete, or current; the action taken by the Contractor and the subcontractor as a result and the effect, if any, of such defective data in the total price negotiated. Where the total price negotiated differs significantly from the Contractor's total price objective the memorandum shall explain this difference.

Attachment J

Performance Evaluation And Measurement Plan

FY 2018 Performance Evaluation and Measurement Plan dated 12 March 2018 is hereby incorporated into this contract by reference as Section J, Attachment J.

Attachment K Diversity Plan

The CY 2017 Diversity Plan is hereby incorporated by reference as Attachment K of the contract.

Attachment L
Employee Concerns Program (ECP) Implementation Plan

The Employee Concerns Program Plan, dated January 22, 2015, is hereby incorporated into this contract by reference as Section J, Attachment L.

Attachment M
Equal Employment Opportunity Program

Incorporated by Reference In Modification M0004.

Attachment N
Supplemental Requirements to Laws, Regulations, and DOE
Directives

RESERVED

Attachment O

RESERVED

Attachment P

Five Year Strategic Plan

NREL's Five-Year Plan (FY16-FY20), dated November 5, 2015, is hereby incorporated into this contract by reference as Section J, Attachment P.

Attachment Q

Organizational Conflict of Interest Management Plan

Organizational Conflicts of Interest Management Plan and Implementation Program, Volumes I and II, dated October 6, 2014, are hereby incorporated into this contract by reference as Section J, Attachment Q.

Attachment R
Organizational Conflict of Interest Implementation Program

Organizational Conflicts of Interest Management Plan and Implementation Program, Volumes I and II, dated October 6, 2014, are hereby incorporated into this contract by reference as Section J, Attachment R.

Attachment S
Human Resources Compensation Plan

Incorporated by Reference In Modification M0009.

Attachment T
Human Resources Workforce Plan

Incorporated by Reference In Modification M009.

Attachment U

Treaties and International Agreements

Intellectual property rights for subject inventions made under NREL's award under the JCERDC will be allocated as set forth in the Agreement between the Department of Energy of the United States of America and the Government of the Republic of India of November 4, 2010 for Cooperation on a Joint Clean Energy Research and Development Center (JCERDC), and its "Project Annex on Intellectual Property Allocation."