

PART III
SECTION J

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

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Attachment A
Personnel
(Appendix A)

Effective Date: February 6, 2023

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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.

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. 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 Field Office Director. 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 4:00 p.m.
 - Second Shift = 4:00 p.m. to 12:00 a.m.
 - Third Shift = Midnight to 8:00 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 Chief HR Officer, 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 which 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 costs are allowable when an employee is being terminated through a RIF and executes a general release:

- 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 Chief HR Officer 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 Chief HR Officer.

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-eight 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 personal reasons, to include but not limited to vacations, family time, personal appointments, or personal business. PTO is accrued at the following rate:

Years of Service	PTO Accrual	PTO Accrual Cap
Less than 2 years	15 days per year	30 days per year (240 hours)
2-10 years completed	20 days per year	35 days per year (280 hours)
11-15 years completed	23 days per year	40.25 days per year (322 hours)
16-20 years completed	25 days per year	43.75 days per year (350 hours)
21 years or more and designated senior level personnel	26 days per year	45.5 days per year (364 hours)

Up to one week accrued PTO eligibility may be granted to new employees, with the approval of the Chief HR Officer or HR Director, when such an entitlement is necessary to successfully hire for mission critical needs and as the budget allows.

- c. Extended Sick Leave (ESL) – To be used for:
 - nonoccupational mental or physical illness, injury, or health condition; for diagnosis, care, or treatment related to such illness, injury, or health condition; and preventive medical care;
 - care for a family member who has a mental or physical illness, injury, or health condition; for medical diagnosis, care, or treatment related to such illness, injury, or condition; or to obtain preventive medical care;
 - to deal with domestic violence or as a victim of a violent crime involving the

- employee or their children; or
- for reasons allowable pursuant to applicable local laws of the employee's worksite.

Family member will be defined as consistent with NREL procedure, as well as required by the applicable federal, state, or municipality related sick leave laws.

In the event of a public health threat potential the Laboratory may approve the use of ESL.

Eligible new employees will receive one week of ESL upon hire. 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 70 percent of employee's base compensation. Coverage begins when all accrued ESL has been exhausted or on the 15th calendar day, and may continue through the 90th calendar day of disability; at such time Long-Term Disability begins (if eligible).
- e. Paid Medical and Family Leave – The Contractor will provide eligible employees six-weeks of paid leave at their hourly rate in a rolling calendar year. Paid Family Leave may be used for:
- A personal serious health condition;
 - The serious health condition of a family member;
 - For birth, bonding, or placement of a child within 12 months of the event;
 - For a qualifying exigency leave (related to military service);
 - For the need for safe leave (domestic violence and violent crime victims and their children).

Family member will be defined as consistent with NREL procedure, as well as required by the applicable federal, state, or municipality related sick leave laws.

- f. Bereavement, Court, Military, Blood Donation, and Voting – Will be administered in accordance with applicable NREL procedures and applicable law.
- g. Chief Human Resources Officer may exclude certain categories of employees, whether full, part time, or other lawful basis, from benefits described in sub-paragraphs a-d above and section 2 below.

2. Miscellaneous Employee Programs

- a. Leave Donation – Enables employees to donate a portion of their accrued PTO in a calendar year to a pool to support employees who have exhausted their PTO and have been approved for leave due to their own serious illness/injury or in caring for a seriously ill/injured eligible family member. During periods when a national disaster

declaration is in place, and for a reasonable winding-down period thereafter, employees may donate PTO to a PTO bank to assist other employees affected by the disaster. In either case, the donating employee must have at least 80 hours of their accrued PTO balance remaining after donation, and cash payment of donated PTO in lieu of paid leave is not permitted.

- b. The Contractor will provide eligible employees an annual daycare stipend to assist with the cost of child daycare facilities, before and after school programs, and other similar child care programs. The Contractor will determine eligibility based on annual salary. Any stipends provided under this section will be consistent with NREL policies and procedures approved by the DOE Contracting Officer.
- c. The Contractor will provide eligible employees a one-time annual adoption stipend not to exceed \$10,000 to assist with adoption and placement of a child. Any stipends provided under this section will be consistent with NREL policies and procedures approved by the DOE Contracting Officer.

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.

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 to acquire the needed skills to qualify 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) and Remote, Hybrid, and On-Site Work Arrangements

- a. 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.
- b. NREL also offers remote, hybrid, and on-site work arrangements to remain competitive in the marketplace, promote organizational flexibility, and reduce negative environmental impacts. Policy and procedures for the working arrangements will be developed, maintained, and submitted to the contracting officer. All updates and changes to the policy and procedures will be submitted to the contracting officer.
- c. 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 Flatirons Campus and Cold Climate Housing Research Center and in Washington, DC only. 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, and to provide any medical testing, vaccination, or other authorized service (including those arising from a public health emergency such as a pandemic).

The clinic will also support the HR Office with medical accommodations requested by staff to comply with the American with Disabilities Act (ADA), FMLA, support for fitness for duty exams and medical documentation requirements to support NREL Extended Sick Leave and Paid Family Leave programs.

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 ADA will be reimbursed. Reasonable costs of testing or vaccination

programs associated with a public health emergency (or otherwise approved by the Contracting Officer) will be reimbursed in accordance with the terms and conditions of the contract

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, 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, 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 Chief HR Officer or 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 Chief HR Officer or 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 Chief HR Officer or HR 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 Chief HR Officer 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 Chief HR Officer or HR 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.
- 7.

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/CHRO or 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 /CHRO or 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/CHRO or 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 CHRO or 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 CHRO or 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.	Alliance	Laboratory Director & President of Alliance for Sustainable Energy, LLC	Overall Contract Performance. Sets Laboratory vision, strategy, & standards and expectations for ES&H.	Alliance Board of Directors
Julie Baker	Alliance	Deputy Laboratory Director/Chief Operating Officer & Sr. Vice President of Alliance for Sustainable Energy, LLC	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
Peter F. Green, Ph.D.	Alliance	Deputy Laboratory Director for Science & Technology/Chief Research Officer & Sr. Vice President of Alliance for Sustainable Energy, LLC	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

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

ATTACHMENT C

SMALL BUSINESS SUBCONTRACTING PLAN

FY 2022

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 in accordance with clause I.28 52.219-9 – Small Business Subcontracting Plan (Jun 2020) Alternate II (Nov 2016).

I. FY 2021 GOALS

A. The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) apply to the contract period Year Eleven: 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 \$208,000,000 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):

\$89,440,000 and 43%

(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, and Service-Disabled Veteran-Owned Businesses (SB/SDB/WOB/HZ/ SDVOB) concerns. (% of 1. above):

\$118,560,000 and 57%

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):

\$14,560,000 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):

\$14,560,000 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):

\$6,240,000 and 3%

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

- (vi) **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):

\$6,240,000 and 3%

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

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

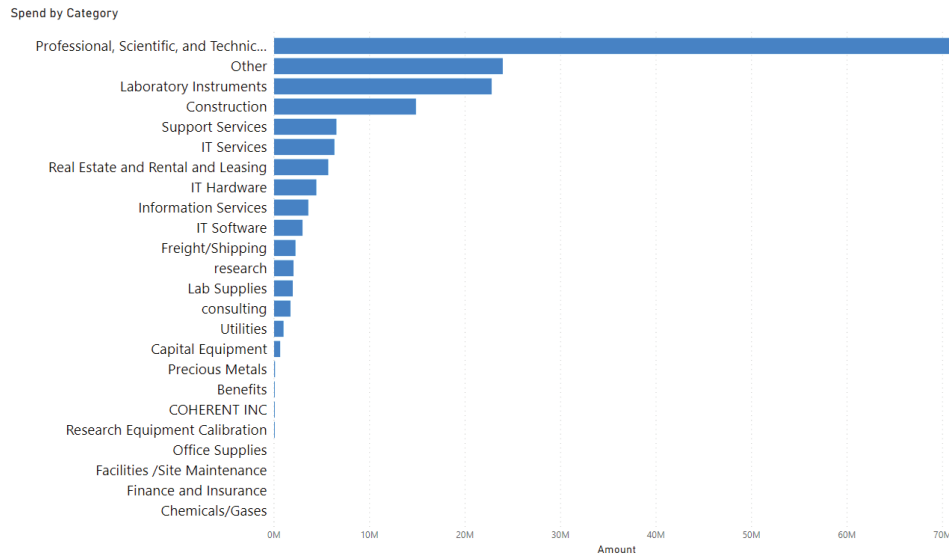
\$6,240,000 and 3%

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). Table A shows the relative spend within each category.

Figure A



2. In FY2021, NREL was able to shift over \$600K in spend with small business from P-Cards to Purchase Orders.
 - a. Decrease YoY of over \$475K on PCard
 - b. Increase YoY on POs of over \$613K

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.

FY 2019 Alliance proposed to exclude MPO awards from the procurement base in FY19 and the FY19 small business goal to increase to 59% with all other subcategories remaining the same; Women Owned Business and Small Disadvantaged Business at 7% and HUBZone and Service-Disabled Veteran-Owned business at 3%. DOE proposed removing the Veteran Owned small business goal to mirror DOE goal requirements.

FY 2020 After monitoring the procurement base for FY19 with the exclusion of MPO awards and significant increase from an aggressive SB goal of 59%, the Alliance proposed a slight decrease and still aggressive SB goal of 57% for FY 2020 with all other subcategories remaining the same; Women

Owned Business and Small Disadvantaged Business at 7% and HUBZone and Service-Disabled Veteran-Owned business at 3%.

FY 2021 Alliance proposed the aggressive SB goal of 57% remain the same with all other subcategories remaining the same; Women Owned Business and Small Disadvantaged Business at 7% and HUBZone and Service-Disabled Veteran-Owned business at 3%.

FY 2022 Small Business Goal Objectives

Alliance proposes the aggressive SB goal of 57% remain the same with all other subcategories remaining the same; Women Owned Business and Small Disadvantaged Business at 7% and HUBZone and Service-Disabled Veteran-Owned business at 3%. Veteran-owned small business will also be added for a 3% goal. Building on 2021 successes and ideas to explore for FY2022 include:

- Efforts will continue in FY22 to establish supplier catalogs in the areas of “IT-Hardware” and “Laboratory Supplies”, shift P-Card purchases business to Purchase Orders and to enforce purchasing standards across NREL.
- Discovery will be performed on how to better align small business goals with research directorate initiatives.
- Discovery on determining a procedure where the small business program manager (SBPM) will review, sign, date and indicate concurrence or non-concurrence with the method of acquisition.
- Continued efforts will be made to work with NREL’s DEI office to promote supplier diversity inside the lab.

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, 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, thirteen (13) Mentor Protégé Agreements have been awarded:

Protégé	Agreement Execution Date	Technical Champions and Mentoring Areas
Agreement No. MP 21-15 Affordable Concrete, LLC	December 2020	Group: Site Operations Champions: Matt Lynch & Kortni Nevins Mentoring areas: Developing Protégé’s knowledge in program management, business development opportunities, pricing and cost proposals, safety program and quality assurance
*FY20 MPA		
Agreement No. MP 19-14 Weil Construction <i>SDB, 8(a), HUBZone</i>	January 2019	Group: Site Operations Champions: Matt Lynch & Abigail Watson Mentoring areas: Developing Protégé’s knowledge in proposal development, procurement and accounting practices, NREL culture and processes

Efforts continue to find a minimum of one (1) qualified small business protégé in FY22 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.

*Due to the COVID pandemic the Mentor Protégé Agreement scheduled to be placed in FY20 was negotiated and put on hold until onboarding of the protégé could be accomplished in FY21.

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), 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 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.
- Collaborative participation between Innovation, Entrepreneurship Center and the Small Business Partnerships office 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 Acquisition Services 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
- Virtual participation 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
 - Small Business Development Centers, as applicable
 - 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 Acquisition Services, 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 Acquisition Services 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, 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, and SDVOB concerns to the maximum extent possible.
- Ensuring inclusions of SB, SDB, WOB, HZ, and SDVOB concerns with capabilities that coincide with solicitations requiring their products and services.
- Attending Acquisition Services preplanning meetings to help identify small business subcontracting opportunities.
- Participating in Acquisition Services 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.
- Running monthly awarded action report.
- Ensuring that proper documentation is provided if selection is not awarded to SB, SDB, WOB, HZ, and SDVOB—a situation that would require Acquisition Services 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 Small Business Program Manager 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 the Acquisition Services office work in unison to ensure that small, disadvantaged, women-owned, HUBZone, 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 Acquisition Services 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, 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, and 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
 - Minority Supplier Development Council
 - Women's Business Enterprise Council
 - US Department of Veterans Affairs
 - SBA - Dynamic Small Business Search (DSBS)
 - Small Business Development Centers
 - GSA
- Prior to Acquisition Services 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, and service-disabled veteran-owned business entities.
- Monitor monthly small business reports to determine if small, small disadvantaged, women-owned, HUBZone, 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, and SDVOB source lists, guides, and other data for soliciting subcontracts.
- Ensure NREL SB representative is present at Acquisition Services at pre-planning solicitation meetings to determine small business opportunities.
- Hold quarterly trainings and meetings with acquisition services' 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, 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.
- 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 (\$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. (Alliance Prime Contract -Clause I-27 – Utilization of Small Business Concerns (Nov 2016)). Alliance/NREL understand that this requirement cannot be altered.

To support Alliance's commitment to small business we will do our best to ensure that subcontractors use small businesses as their lower-tiers.

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.

DocuSigned by:
W.T. Farris
BE9B84B6D52F446.....

SIGNED: _____
TYPED/PRINTED NAME: William Farris
TITLE: Associate Lab Director, Innovation Partnering & Outreach
DATE: 1/25/2022
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

Modification 2 to the Special Financial Institution Account Agreement, executed on July 1, 2019, authorizes Option Period 1, June 1, 2022, through May 31, 2023, of the Period of Performance and is hereby incorporated by reference as Section J, Attachment D.

Attachment E

RESERVED

Attachment F Operating and Administrative Requirements (List B)

Prime Contract No. DE-AC36-08GO28308

The operating and administrative requirements, including the Contractor Requirements Documents (CRD) 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 142.3B Chg 1 (LtdChg) CRD Unclassified Foreign National Access Program Approved: 01/15/21 Chg 1 (LtdChg): 03/02/22	CRD applicable in whole
DOE O 144.1 Admin Chg 1 CRD Department of Energy American Indian Tribal Government Interactions and Policy Approved: 01/16/09 Admin Chg 1: 11/06/09	CRD applicable in whole
DOE O 150.1B CRD Continuity Programs Approved: 12/21/21	CRD applicable in whole
DOE O 151.1D Chg 1 (MinChg) CRD Comprehensive Emergency Management System Approved: 08/11/16 Chg 1 (MinChg): 10/04/19	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 205.1C Chg 1 (LtdChg) CRD Department of Energy Cyber Security Program Approved: 05/15/19 Chg 1 (LtdChg): 02/03/22	CRD applicable in whole
DOE O 206.1 Chg 1 (MinChg) CRD Department of Energy Privacy Program Approved: 01/16/09 Chg 1 (MinChg): 11/01/18	CRD applicable in whole
DOE O 206.2 Chg 1 (LtdChg) CRD Identity, Credential, and Access Management (ICAM) Approved: 02/19/13 Chg 1 (LtdChg): 09/02/22	CRD applicable in part
DOE O 210.2A CRD DOE Corporate Operating Experience Program Approved: 04/08/11	CRD applicable in whole

Operating and Administrative Requirements	Applicability
DOE O 221.1B CRD Reporting Fraud, Waste and Abuse to the Office of Inspector General Approved: 09/27/16	CRD applicable in whole
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 Chg 1 (AdminChg) CRD Implementation of Department of Energy Oversight Policy Approved: 04/25/11 Chg 1 (Admin Chg): 05/03/22	CRD applicable in whole
DOE O 227.1A Chg 1 (AdminChg) CRD Independent Oversight Program Approved: 12/21/15 Chg 1 (AdminChg): 01/21/20	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 Chg 1 (MinChg) CRD Occurrence Reporting and Processing of Operations Information Approved: 01/17/17 Chg 1 (MinChg): 10/04/19	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 243.1C CRD Records Management Program Approved: 02/07/22	CRD applicable in whole
DOE O 350.1 Chg 7 (LtdChg) Contractor Human Resource Management Programs Chapter VIII - Contractor Workplace Substance Abuse Programs CRD Chapter IX - Employee Assistance Programs CRD Approved: 09/30/96 Chg 7 (LtdChg): 02/19/20	CRD applicable in whole CRD applicable in whole
DOE O 411.2 CRD Scientific Integrity Approved: 01/04/17	CRD applicable in whole
DOE O 413.2C Chg 1 (MinChg) CRD Laboratory Directed Research and Development Approved: 10/22/15 Chg 1 (MinChg): 08/02/18	CRD applicable in whole
DOE O 413.3B Chg 6 (LtdChg) CRD Program and Project Management for the Acquisition of Capital Assets Approved: 11/29/10 Chg 6 (LtdChg): 01/12/21	CRD applicable in part

Operating and Administrative Requirements	Applicability
DOE O 414.1D Chg 2 (LtdChg) CRD Quality Assurance Approved: 04/25/11 Chg 2 (LtdChg) : 09/15/20	CRD applicable in part
DOE O 420.1C Chg 3 (LtdChg) CRD Facility Safety Approved: 12/04/12 Chg 3 (LtdChg): 11/14/19	CRD applicable in part
DOE O 435.1 Chg 2 (AdminChg) CRD Radioactive Waste Management Approved: 07/09/99 Chg 2 (AdminChg): 01/11/21	CRD applicable in part
DOE O 436.1 CRD Departmental Sustainability Approved: 05/02/11	CRD is applicable in whole
DOE O 437.1 CRD Bridge and Tunnel Management Approved: 12/11/20	CRD applicable in part
DOE O 440.2C Chg 2 (Ltd Chg) CRD Aviation Management and Safety Approved: 06/15/11 Chg 2 (LtdChg): 09/15/20	CRD applicable in whole
DOE O 442.1B CRD Department of Energy Employee Concerns Program Approved: 01/31/19	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 443.1C CRD Protection of Human Research Subjects Approved: 11/26/19	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 Chg 4 (LtdChg) CRD Radiation Protection of the Public and the Environment Approved: 02/11/11 Chg 4 (LtdChg): 09/15/20	CRD applicable in part
DOE O 470.3C Chg 1 (LtdChg) Design Basis Threat (DBT) Approved: 11/23/16 Chg 1 (LtdChg): 09/09/20	Applicable in whole
DOE O 470.4B Chg 3 (LtdChg) CRD Safeguards and Security Program Approved: 07/21/11 Chg 3 (LtdChg): 09/23/21	CRD applicable in whole
(Intentionally left blank)	

Operating and Administrative Requirements	Applicability
DOE O 470.5 CRD Insider Threat Program Approved: 06/02/14	CRD applicable in whole
DOE O 470.6 Chg 1 (MinChg) CRD Technical Security Program Approved: 09/02/15 Chg 1 (MinChg): 01/11/17	CRD applicable in whole
DOE O 471.6 Chg 3 (AdminChg) CRD Information Security Approved: 06/20/11 Chg 3 (AdminChg): 09/12/19	CRD applicable in whole
DOE O 471.7 CRD Controlled Unclassified Information Approved: 02/03/22	CRD applicable in whole
DOE O 472.2A CRD Personnel Security Approved: 6/10/22	CRD applicable in whole
DOE O 473.2A CRD Protective Force Operations Approved: 08/30/21	CRD applicable in part
DOE O 475.1 CRD Counterintelligence Program Approved: 12/10/04	CRD applicable in whole
DOE O 475.2B CRD Identifying Classified Information Approved: 10/03/14	CRD applicable in whole
DOE O 483.1B Chg 2 (LtdChg) CRD DOE Cooperative Research and Development Agreements Approved: 12/20/16 Chg 1 (MinChg): 02/08/19 Chg 2 (LtdChg): 12/13/19	CRD applicable in whole
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 486.1A CRD Foreign Government Sponsored or Affiliated Activities Approved: 09/04/20	CRD applicable in whole
DOE O 520.1B Chg 1 (LtdChg) CRD Financial Management and Chief Financial Officer Responsibilities Approved: 01/07/21 Chg 1 (LtdChg): 11/11/22	CRD applicable in whole
DOE O 522.1A CRD Pricing of Departmental Materials and Services Approved: 08/02/18	CRD applicable in part
DOE O 550.1 Chg 1 (LtdChg) CRD Official Travel Approved: 05/02/19 Chg 1 (LtdChg): 12/13/19	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. As of the date this attachment was added to the contract, the countries listed are as follows (an updated list will be maintained on the contractor's internal website):

Afghanistan
Armenia
Azerbaijan
Belarus
China (People's Republic of China)
Cuba – State Sponsor of Terrorism
Georgia
India
Iran – State Sponsor of Terrorism
Iraq
Israel
Kazakhstan
Kyrgyzstan
Lebanon
Libya
Mali
Moldova
North Korea (Democratic People's Republic of) – State Sponsor of Terrorism
Pakistan
Russia
Saudi Arabia
Somalia
South Sudan
Sudan
Syria – State Sponsor of Terrorism
Taiwan (Republic of China)
Tajikistan
Turkmenistan
Ukraine
Uzbekistan
Venezuela
Yemen

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, one executed on November 10, 2022, and the other executed November 15, 2022, are hereby incorporated by reference as Section J, Attachment H.

Attachment I

Contractor Purchasing System Requirements

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.

1. 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.
2. Advance notification of certain subcontract actions must be provided in accordance with Department of Energy Acquisition Regulation 970.4401-3, Advance Notification. 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.
3. Review of the Contractor's purchasing system shall include at a minimum requirements outlined in FAR 44.3, DEAR 970.5244-1, and DOE Acquisition Guide Chapters 70.44, 70.4402 and 70.4403.
4. Prior DOE review and written approval are required for subcontract actions which fall within any one of the following categories:
 - (a) Cost-type, time and material and labor hour subcontracts actions in excess of \$5,000,000 and fixed price subcontract actions in excess of \$10,000,000. 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 scope or value previously approved by DOE.

- (c) All subcontracts and purchase orders which involve the acquisition (purchase or lease) of motor vehicles, aircraft, and printing equipment.
- (d) All procurement of Special Items referenced in DEAR 970.5244-1(q) through channels or sources different from those specified in such regulation.
- (e) 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.
- (f) Any subcontract which entails the payment of royalties or the purchase of a license.
- (g) Purchase of patents or patent license rights, including the payment of royalties, and permits or license fees except for license agreements for commercial software.
- (h) The recognition of proprietary rights, including the recognition of technical data as trade secrets.
- (i) Any restriction of DOE's use of the supplies or data procured under a subcontract.
- (j) 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.
- (k) Intracompany transfers and Inter-Contractor Purchases (ICPs) in accordance with the DOE Financial Management Handbook.
- (l) 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.
- (m) Leasing, purchasing, or otherwise acquiring real property, for the cost of which reimbursement will be claimed under the contract.
- (n) All acquisitions of integrated data processing equipment in excess of \$500,000.
- (o) All subcontracts or purchase orders which contain an "indemnification" or "hold harmless" provision in favor of the subcontractor.
- (p) All new, additions, modifications or deletions of Laboratory Acquisition Services Office policies shall be submitted to DOE for approval prior to implementation. DOE will receive notice of substantive changes to Acquisition Services Office procedures prior to implementation.

5. For Actions Requiring DOE Review and approval.
 - (a) DOE reviews of subcontracts will consider at a minimum the requirements listed in FAR 44.202-2 and 44.202-3.
 - (b) Unless otherwise directed by the Contracting Officer, the approval request for subcontracts shall contain all required elements identified I.76 52.244-2 – Subcontracts; and:
 - (1) Reasoning as to why the subcontract action is necessary for completion of the activity.
 - (2) If applicable, justification for sole source and actions taken to increase future competition.
 - (3) Justification for type of subcontract selected.
 - (4) Additional information as requested by the Contracting Officer.
 - (c) Unless otherwise identified, approval for actions under \$25 Million are reserved for the DOE Contracting Officer, between \$25 Million - \$50 Million are reserved for the Head of Contracting Activity (HCA), and above \$50 Million are reserved for the Senior Procurement Executive (SPE).
 - (d) All subcontract actions requiring approval must be reviewed and approved prior to solicitation and award of action. The approver reserves the right to waive review and approval prior to solicitation.

Attachment J

Performance Evaluation And Measurement Plan

FY 2023 Performance Evaluation and Measurement Plan dated March 3, 2023, is hereby incorporated into this contract by reference as Section J, Attachment J.

Attachment K Diversity Plan

The FY 2022 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 February 6, 2023, is hereby incorporated into this contract by reference as Section J, Attachment L.

Attachment M

RESERVED

Attachment N

RESERVED

Attachment O

RESERVED

Attachment P

RESERVED

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."