

collaboration and technology transfer; and

e. Maintain the institutional flexibility to adapt to future mission assignments.

6. **Mission Support** - The Contractor shall implement, streamline, and enhance NREL support systems to allow for efficient execution of the RD&D mission and to guide decision making.

The Contractor shall provide integrated mission support activities to enable fiscal accountability, accurate and timely information availability and to provide for the development and maintenance of partnerships with industry, academia, and other governmental organizations. The Contractor shall, at a minimum, provide support in all areas of operations necessary for successful operation of NREL. Examples of these areas include, but are not limited to: budget; accounting; finance; human resource management; procurement; information management; legal; and external affairs.

#### V. Institutional Direction and Performance Objectives

The Contractor shall develop and have approved by DOE, a 5-Year Plan which describes the goals and objectives for NREL over the subsequent five year period. The initial plan will cover the period from October 1, 1998 through September 30, 2003 and will be approved within 90 days after Contract award. Thereafter, the plan shall be updated and submitted to DOE for approval on or before August 1 of each year.

The Contractor shall also provide DOE a 1-Year Plan describing its proposed institutional initiatives and goals for NREL considering all elements of the statement of work. This 1-Year Plan must be consistent with the strategic direction detailed in the Contractor's 5-Year Plan. The 1-Year Plan will be used by DOE to assist in DOE's development of performance objectives for assessment of the Contractor. One-Year Plans will be approved for each year of the Contract by DOE and, taken with the requirements in Section H-12 Work Authorization System, shall serve as the basis for annual work authorization. Once approved, the plan will be incorporated into the Contract.

For the first year of Contract performance, the Contractor shall submit the 1-Year Plan 90 days after Contract award. The initial Plan should address the Contractor's proposed institutional initiatives and goals for April 1, 1999 through September 30, 1999. Thereafter, the plan shall address a full year and shall be submitted to the Contracting Officer not later than August 15th of each year, unless another date is authorized by the Contracting Officer.

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SEE PAGE 175 FOR ATTACHMENT 8

**PART III**  
**SECTION J - LIST OF DOCUMENTS, EXHIBITS**  
**AND OTHER ATTACHMENTS**

**ATTACHMENT 8**

**PERSONNEL APPENDIX**

The provisions of this Appendix are applicable to work under Contract DE-AC36-98GO10337 and costs incurred in accordance herewith shall be allowable costs. (See DEAR 970.3101-6 and the clause at DEAR 970.5204-13 Allowable Costs and Fixed-Fee (Management and Operating Contracts) (June 1997) included in this Contract,

**ADVANCED UNDERSTANDING ON ALLOWABLE PERSONNEL COSTS  
PERSONNEL APPENDIX**

**Attachment 8 - Personnel and Related Allowable Costs**

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## INTRODUCTION

This Appendix sets forth those Contractor human resource management policies and related expenses which have cost implications under the Contract. Only those items of personnel cost and related expenses that are set forth herein in this Appendix, are allowable costs under this Contract.

The Contractor shall select, employ, manage, and direct the work force and, apply the policies set forth in general conformance with the methods used in the Contractor's private operations; insofar, as those methods are not inconsistent with this Contract. The Contractor shall use effective management review procedures and internal controls to assure that the allowable costs set forth herein are not exceeded, and that areas which require prior approval of the Department of Energy (DOE) Contracting Officer or designated representative are reviewed and approved prior to incurrence of costs.

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

The Appendix is adopted for the exclusive benefit and convenience of the parties hereto, and nothing contained herein shall be construed as conferring any right or benefit upon past, present, or future employees of the Contractor, or upon any other third party. Accordingly, neither this Appendix nor any part thereof, as amended or modified, will be deemed to constitute a Contract between a party hereto and any employee of the Contractor or Major Subcontractor or to be consideration for, or an inducement or condition of, the employment of any person or to afford the basis for any claim or right of action whatsoever against a party hereto by any employee of the Contractor or other third party.

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 recognize that other data requests may be made from time to time and the parties agree to cooperate in meeting such requests.

## DEFINITIONS\*

For clarity and consistency of meaning and intent, the following terms are defined for use in the Appendix:

Basic Rate. The hourly rate or salary paid for a job performed. Does not include shift differentials, benefits, overtime, incentive premiums, or any pay element other than the base rate.

Contractor. To be determined

Exempt employee. An employee of the Contractor employed in a bona fide executive,

administrative, or professional capacity who is determined to be exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act of 1938, as amended.

Nonexempt employee. An employee of the Contractor who is determined to be covered by the minimum wage and overtime provisions of the Fair Labor Standards Act of 1938, as amended.

Overtime Pay. Payment, in addition to straight time, for any hour worked in excess of 40 hours within a payroll week for non-exempt employees, or where applicable, any hours in excess of 40 hours within a payroll week for eligible exempt salaried employees on an approved extended workweek schedule.

Regular Employee. A permanent employee hired by the Contractor to work either full or part-time on an established workweek or non-standard work week.

Salary Adjustment. Any change in the basic rate of pay other than an increase for merit, reclassification, or promotion.

Service. Employment with the Contractor from date of hire. Unpaid leaves of absence will not be counted. Prior service will not be credited if there has been a break in service over 3 years.

Straight Time Rate. An individual's basic rate plus any applicable shift differential.

Temporary Employee. Person employed for a limited period of time defined within each appendix. Other employee category definitions may need to be added. These may include permanent, part-time, casual and intermittent.

Termination. Resignation, discharge, lay off, retirement, death or removal from payroll because of disability.

Work Week. The basic (or regular) work week shall be 40 hours. Alternative work weeks may be established with the approval of the Contracting Officer.

\*This is not an all inclusive list. Other definitions shall be added as needed to this list. These definitions are subject to change in order to recognize nomenclature used by the Contractor.

## PAY POLICIES

### 1. General Provisions:

The Contractor shall submit its Compensation Program to the Contracting Officer for initial approval within 30 days of the date of this Contract. Proposed Compensation Program design changes which affect costs will also be submitted for review and approval by the Contracting Officer.

### 2. Administration

The administration of wages and salaries of exempt and non-exempt employees shall be

carried out in accordance with sound wage and salary administration principles and in a manner which shall provide for equitable treatment of personnel on a definitive, systematic basis consistent with economic business practices and judicious expenditure of public funds and which shall result in payment of total compensation to individual employees conforming to the standards of reasonableness as contemplated by FAR Subpart 31.205-6.

3. Job Classification, Grades, and Ranges.

The Contractor shall submit its Job Evaluation System to the Contracting Officer for initial approval within 30 days of the date of this Contract.

4. Performance Evaluation System

The Contractor shall propose a performance evaluation system which appraises each employee on an annual basis in writing.

5. Compensation Increase Plan

Prior to each salary program year, the Contractor will develop and justify, in a manner prescribed by the Contracting Officer, a Compensation Increase Plan (CIP) for exempt employees and non-exempt employees for review and approval. The funds are calculated as a percentage of exempt and non-exempt base payroll at the end of the prior salary year, expressed as an annualized amount.

The Contractor shall also provide, for Contracting Officer approval, a copy of the annually developed salary increase guidelines prepared for supervisory use, indicating the parameters for granting various increases based on employee performance and current salary.

The dollar amount of the fund is subject to review and adjustment by the Contracting Officer at any time during the Contract year based on major changes which affect Contract funding or Contractor payroll, as in a reduction in force.

6. Approval of Individual Compensation Actions

The Contracting Officer shall approve in advance individual salary actions involving (1) any new hire or transfer to the Contract resulting in allowable annual compensation (base salary plus incentive compensation, if any) in excess of \$90,000 a year or where the employee will occupy one of the top three tiers of the organization; (2) any increase resulting in an annual compensation level of \$90,000 or above; or (3) any single increase in excess of 15%, or any combination of increases in a fiscal year for any individual which together exceeds 15% or more.

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

No commitments shall be made to employees regarding compensation actions until Contracting Officer approval has been obtained.

7. Executive Incentive Compensation Program

An incentive compensation program tied to performance under this Contract may be developed and submitted to the Contracting Officer for discussion and consideration on a pilot basis providing that the proposed plan appropriately identifies changes to the development and implementation of the Contractor's total compensation program. Prior to development of such a program, the Contractor shall meet with the Contracting Officer to assure that the plan is designed using incentive compensation criteria approved by the Contracting Officer.

8. Premium Pay

a. Overtime

Requirements for overtime management are identified in Article I-55.

b. Other Allowable Premium Pay

The Contractor shall establish premium pay policies which shall be submitted for Contracting Officer review and approval. All forms of allowable premium pay shall be described subject to Contracting Officer approval. Examples of premium pay which may be allowable include: call-in pay, shift differential, pay in lieu of notice, holiday pay, emergency pay and administrative leave pay. Any changes to these policies require Contracting Officer approval.

9. Separation Pay

- a. The cost of separation pay allowances for employees with one (1) or more years of continuous full-time equivalent service who are laid off for lack of work will be allowable in accordance with the Contractor's policy. The initial policy, and any changes thereto; which increase costs, require the approval of the Contracting Officer.

No employee: (1) who accepts a transfer to another facility, subsidiary, or affiliate of the Contractor, (2) who is offered employment at comparable pay

and benefits by successor Contractor, (3) who resigns, or (4) who is discharged for cause, will be eligible for severance pay.

- b. Severance pay benefits are not payable when an employee is employed by or receives an offer of employment with a replacement Contractor where continuity of employment with credit for prior length of service is preserved under substantially equal conditions of employment.

The Contracting Officer shall approve the severance pay program and any changes to that plan.

## **LABOR RELATIONS**

1. The Contractor will respect the right of employees to organize, form, join or assist labor organizations, to bargain collectively through representatives of the employees own choosing, and to engage in other concerted activities for the purpose of collective bargaining, and also the right to refrain from such activities.

If any segment of the Contractor's work force becomes certified for representation by a labor organization, the Contractor shall meet with the Contracting Officer or designee(s) for the purpose of reviewing the Contractor's bargaining objectives prior to any negotiation concerning any collective bargaining agreement or revision.

Subsequent to negotiations of a collective bargaining agreement, the Contractor shall promptly advise the Contracting Officer of labor relations developments involving the Contractor or any sub-contractor on a government-owned or operated site which appears likely to lead to a work stoppage or appears to involve: the National Labor Relations Board at any level; recourse to procedures under the Labor Management Relations Act of 1947, as amended; the Higher Education Employee Relations Act; or other Federal or State labor law, or any grievance which reasonably may be expected to be referred to arbitration under a collective bargaining agreement.

## **EMPLOYEE WELFARE BENEFIT PROGRAMS**

1. General

The Contractor will be reimbursed for all cost incurred in implementing, administering, and funding comprehensive group insurance plans. Contractors programs shall meet the tests of allowability and reasonableness established by Federal Acquisition Regulations 31.205-6, Department of Energy Acquisition Regulations 970-3102-2, Compensation for Personal Services, and requirements set forth in DOE O 350.1. The features of these group insurance plans are set forth in policies and insurance plan description booklets, current copies of which will be provided to the Contracting Officer. Administrative cost associated with the

effective administration of the Plans include such items as publicizing, enrolling, maintaining records, and providing employees with assistance in understanding and collecting their benefits. Dividends, return premiums, or other allowances and credits that accrue under each policy shall be credited to the Contract and applied to future insurance costs under each policy. The Contractor will obtain approval from the Contracting Officer prior to adding to or making a change in benefits under these plans. Any changes in benefits and/or their associated costs require Contracting Officer approval.

The Contractor shall implement an employee welfare benefit program methodology consistent with provisions of DOE Order 350.1.

2. Group Insurance Plan

The Contractor shall submit its Group Insurance Plan to the Contracting Officer for initial approval within 30 days of the date of this Contract. Proposed Group Insurance Plan design changes which affect costs will also be submitted for review and approval by the Contracting Officer.

Describe each plan and the associated cost sharing arrangement of each (i.e., the percent of premium paid by employees and the Contractor); plans may include the following: medical, dental, vision, prescription drugs, and life insurance. Include flexible spending accounts, if used. Include deductibles, co-payments, etc. The Department of Energy reimbursed amount should be based upon that portion of each employee's base salary reimbursed by Department of Energy for work under this Contract.

3. Workers' Compensation

The Contractor is required to submit a semi-annual report to the Contracting Officer on all Workers' Compensation claims reserved at \$25,000 and above and the reserves established on all new claims. In each instance, the report must include the following information: date of incident; claimant; claim number and reserve amount. In the third year of the Contract, an open/closed claims review shall be conducted by the Contractor and the insurance carrier with a copy of the findings provided to the Contracting Officer. All settlement claims of \$100,000 or more must receive Contracting Officer approval.

4. Retiree Medical Benefits

The Contractor shall submit its Retiree Medical Benefits Plan to the Contracting Officer for initial approval within 30 days of the date of this Contract. Retiree Medical Benefits Plan design changes which affect costs will also be submitted for review and approval by the Contracting Officer.

- a. Describe retiree medical and life insurance provisions provided by the Contractor. Include cost as a percentage of premiums paid by employees and the Contractor.
- b. Allowable employer costs will be prorated based only on service under this Contract. The Contractor contribution to the cost of the plan is based on years of service, but will never be more than the actual plan cost. The annual Contractor contribution is subject to Contracting Officer approval. The Contractor will provide experience reports and actuarial calculations estimating retiree liability as directed by the Contracting Officer.
- c. Post-Retirement Life and Medical, and Other Benefit Obligations Upon Contract Termination
  - (1) In the event of Contract termination or expiration (a) without a follow-on Contract or (b) with a follow-on Contract without a post-Contract benefit program for which the Department has a continuing benefit obligation, the outgoing Contractor shall continue as plan sponsor and administrator of existing benefit programs unless the Department determines that it is not in the best interest of the Government. These programs include pension and welfare benefit plans for those employees who earned such benefits, including retirees disabled employees and their eligible dependents and survivors.
  - (2) In accordance with the DOE approved Contract benefits plan, the outgoing Contractor shall provide benefit continuation on a funding basis acceptable to the Department. Arrangements may include: (a) a lump sum payment to the outgoing Contractor; (b) paying a third party such as an insurer to guarantee benefit payments; (c) continuing benefit payment obligations on a pay-as-you-go basis; or (d) a combination thereof.
  - (3) If the Contract terminates, there is no replacement of Contractor, the Department of Energy may make use of a third party such as an insurer to guarantee benefit payments.

5. Group Medical Program Performance Measure

The Contractor will work diligently with its insurance carriers, medical benefit providers and employees to establish and maintain an aggressive cost containment program, with the objective of providing high quality, reasonably priced benefits. The Contractor agrees to seek innovations in its program design and implementation that will result in realizing the above objective throughout the life of this Contract, while also managing benefit costs so that the cost of each

medical benefit program component to the Department of Energy is reasonable.

The Contractor will specifically identify program changes and cost initiatives on an ongoing basis and, from time to time, implement actions, or when necessary, propose actions to the Contracting Officer that will result in actual cost savings, or which will reduce the rate of cost increases in group medical benefit programs.

Annually, at the anniversary of its benefit program year, the Contractor will submit an analysis of the financial performance of its group medical benefit program(s). It will describe (a) initiatives taken to contain/manage costs; (b) how the cost of the medical programs compared to the industry average cost during the previous year; (c) how the percentage increase of its program costs compared to the United States industry average percentage increase for similar programs; and, (d) each cost shall be described as a percent of payroll. The Contractor and the Department of Energy will discuss and reach agreement on the appropriate benchmark\* each year as the basis for the analyses and comparisons.

6. Implementation of dependent care programs is an option of the Contractor. Such programs may be instituted as approved by the Contracting Officer. Criteria for determining the reasonableness for implementing any dependent care options are described in Department of Energy Order 350.1.

#### RETIREMENT PLANS

1. The Contractor maintains a separate pension plan for employees of the Laboratory which provides retirement, disability, and certain incidental death benefits substantially equal to those presently provided to eligible employees of the Contractor at its other operations. The separate pension plan for employees of Laboratory is known as the National Renewable Energy Laboratory Retirement Plan ("the Laboratory Retirement Plan"). The Laboratory Retirement Plan provides benefits to eligible employees for service rendered to the Laboratory on or after June 1, 1997.
2. The Laboratory Retirement Plan is funded by contributions to a separate trust. The Contractor will make contributions (reimbursed by DOE as an allowable cost) to fund the retirement plan. Contributions shall not exceed the greater of:
  - a. The minimum contribution required under ERISA; or
  - b. The amount which is expected to fully fund the estimated current liability at the end of the plan year. The term "current liability" means such liability as defined in IRC Section 412.
3. In the event of a Contract termination which involves a selection by DOE of a

replacement Contractor, it is DOE's intent that the replacement Contractor take over the Laboratory Retirement Plan to afford continuity to Laboratory employees for both past and future service and benefits. The Contractor will cooperate with DOE and such replacement Contractor to assist in such take over by the replacement Contractor in accordance with DOE Order 350.1, "Contractor Human Resource Management Programs," Chapter 6.

4. If the Contractor retains, in its own service, employees of its Laboratory Division who were Laboratory Plan participants on the date of Contract termination, an amount of assets attributed to Laboratory service shall be transferred from the Laboratory Plan Trust to the Contractor Plan Trust. The amount to be transferred for each such participant shall, subject to adjustments as described below, be equal to the employee's projected benefit obligation (PBO) as of the date of Contract termination, as defined in FASB 87. The PBO for each such employee shall be determined by an actuary using actuarial assumptions specified in the Laboratory Plan as of the date of Contract termination. However, if the product of the total plan assets and a fraction equal to the employees PBO divided by the total plan PBO produces a amount lower than the employee's PBO, then such product shall be the amount transferred; except that in no event will the amount transferred for each such employee be less than the present value of benefits due on a termination basis as such present value is defined in Regulation 1.414(1)-1(b)(5) of the Internal Revenue Service. The amount of the fund transfer shall be subject to review and approval by the Contracting Officer.
5. In the event of a Contract termination which does not involve the selection by DOE of a replacement Contractor, termination of the Laboratory Retirement Plan shall occur and a reconciliation of funding obligations will be accomplished according to the administrative and actuarial procedures and the actuarial assumptions of DOE Order 350.1. Specifically, if the Laboratory Retirement Plan trust assets are less than Plan liabilities, DOE shall pay such differences to the Contractor or, at the Contractor's option, directly into the Laboratory Retirement Plan trust. If the Laboratory Retirement Plan trust assets are greater than Plan liabilities, all excess funds which revert to the Contractor in accordance with the Laboratory Retirement Plan shall be paid by the Contractor to DOE promptly on receipt thereof. The excess funds to be paid shall include any interest earned or accrued through the date of actual disbursement subsequent to plan termination.
6. The provisions of the preceding paragraph shall also apply if the Laboratory Retirement Plan is terminated prior to the termination of the Contract.
7. The terms of the Laboratory Retirement Plan are set forth in a written plan document adopted by the Contractor's Board of Directors on July 24, 1997. A "Summary Plan Description," which is a brief statement of the more important aspects of the Plan is distributed by the Laboratory to all eligible participants. The "Summary Plan

Description" is not meant to extend, restrict, or change the literal provisions of the Plan in any way.

8. The Contractor shall submit, on an annual basis, an Actuarial Valuation Report containing a gain/loss analysis by source and Internal Revenue Forms 5500 and Schedules as well as an Annual Accounting Report of the type detailed in DOE Order 350.1 and/or any other information concerning the plan which may be required by the Contracting Officer. In addition, the Contractor shall submit to DOE a copy of Internal Revenue Service Forms 5300 through 5310, when and if such forms are required to be submitted to the Internal Revenue Service.

9. Group Tax Deferred Annuity Plan

The Contractor provides a Group Tax Deferred Annuity Plan for all employees who meet the eligibility requirements of attaining age 21 and completing one year of employment with 1,000 hours of service. The Contractor will make monthly contributions under this plan towards the purchase of an annuity contract for each eligible participant at the rate of two and one-half (2-1/2%) percent of each participant's monthly compensation.

#### PAID LEAVE

1. Holidays

Employees will be granted time off with pay at the basic rate for each of the following holidays:

To be defined by the offeror

2. Vacation Eligibility and Maximum Carryover

To be defined by the offeror

3. Sick Pay

To be defined by the offeror

4. Funeral Leave

To be defined by the offeror

5. Military Leave

Military leave without pay may be granted to regular employees who serve on active duty

for an extended period of time with State or U.S. Armed Forces. Such leave is not granted for inactive duty such as regular weekly or monthly meetings or drills required to maintain reserve status. This leave is normally for the length of military service plus 90 days. Group insurance coverage may continue if the employee elects to prepay the premiums for a period not to exceed 30 days. Service credit does not accrue. Retirement service credit does not accrue except as required by law.

6. Jury/Witness Duty

Employees who have been called to be selected or to serve on a jury impaneled by a civil authority are authorized time off with pay. Payment shall be the difference between the employee's base salary and any fees provided by the court, excluding travel allowance. An employee who has been subpoenaed to testify as a witness in legal proceedings, other than one in which the employee is a party to the suit, may be authorized time off with full pay.

7. Voting Time

Salaried employees may be provided time off to vote in state and federal elections in accordance with state and federal law.

8. Time Off Due to Emergencies

Employees may be granted paid time off during a public emergency that effectively prevents their attendance a work or the continuance of work in a normal and orderly manner. A public emergency includes either natural disasters (such as fire flood, hurricane, earthquake, inclement weather, acts of God), or a manmade disaster (such as demonstration, riot, sabotage, site closures). Authorization for paid time off for such emergencies will be made by the Contracting Officer. This is an allowable direct cost to the Contract.

Salary and wage payments allowed under this section shall include assigned shift premium.

Employees may be granted administrative leave with pay for one day per year when extraordinary circumstances such as weather or a site-wide emergency beyond the control of the Contractor precludes normal operations. Leave in excess of one day per year requires Contracting Officer approval.

## UNPAID LEAVES OF ABSENCE

1. General

Periods of approved leave without pay are not counted as Contractor service. 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 and in accordance with policies described in this Appendix.

Leaves of absence without pay may be granted to regular employees for the reasons stated below to the extent they will not adversely affect Contract performance. Any leave over 6 months will require Contracting Officer approval. Employer payment of group insurance costs continues in effect through the end of the month in which the unpaid leave of absence begins.

a. Personal Leave.

To be defined by offeror

b. Educational Leave.

To be defined by offeror

c. Civic Leave.

To be defined by offeror

## TRAINING AND EDUCATION

1. General

The Contractor shall establish training programs which are consistent with Department of Energy requirements and guidance, and with other Federal, State, and local regulations and compliance requirements. These programs shall be implemented in a systematic and orderly management process which is consistent with the above requirements and with industry practices. These programs shall ensure that employees are well-qualified and competent to manage facilities and meet mission requirements through administrative, professional and technical excellence. Appropriate employee training and development programs are allowable costs under the Contract. The Contractor shall submit within 60 days of Contract signing, the training programs and their associated costs for Contracting Officer approval. Annually thereafter, the Contractor shall submit the projected costs of the programs and any proposed changes to the programs for Contracting Officer approval.

2. Training and Development

Appropriate employee training and development expenses are allowable costs as approved in the annual plan. Contracting Officer approval is required for attendance at outside conferences and seminars which exceed (7) consecutive calendar days.

3. Educational Assistance

To be provided by the offeror

### EMPLOYEE PROGRAMS

1. Employee Communications

The cost of standard in-house publications to inform employees or the employer about Contract related topics are allowable. The Contractor will submit an annual budget for this purpose to the Contracting Officer for approval with the Contractor's associated management controls.

2. Employee Awards

The Contracting Officer annually shall approve in advance a total dollar amount for all awards to be given during that fiscal year by the Contractor. The Contracting Officer shall also annually approve the individual types or categories of awards to be given during that fiscal year by the Contractor. These may include, for example, the following: Length of Service/Retirement Recognition; Safety Awards; Suggestion Program; Patent Awards.

Total annual awards to any individual employee exceeding \_\_\_\_\_ must be approved by the Contracting Officer. An annual report describing the award, individual's name, and amount of award will be provided to the Contracting Officer.

(List award categories here)

3. Employee Assistance Programs/Substance Abuse Programs

The Contracting Officer will approve an Employee Assistance Program and associated costs for services such as employee counseling, referral for treatment and rehabilitation, educational services concerning illegal drug use or other medical, emotional or personal problems of employees. These services should be offered primarily for those problems which adversely affect work site behavior and job performance. Services which go beyond those listed above should be coordinated with services available in benefit programs and with services available through appropriate community resources.

The Contractor will provide a substance abuse program consistent with the minimum requirements of 10 CFR Part 707, Workplace Substance Abuse Programs at DOE Sites. The program will provide for such baseline services as: education awareness programs on the hazards of using substances in the DOE workplace; supervisory training on their

responsibilities with impaired employees; counseling services; a testing program to deter possible use of substances by employees and visitors with unescorted access to designated reactor control areas; and, the services of a Medical Review Officer. The program will provide for oversight of those subcontractors' programs that are covered by 10 CFR Part 707 and may include provisions for the Contractor to extend the coverage of its approved substance abuse program to subcontractors. Prior review and approval by the Department of Energy will be required for this program.

A Cost Effectiveness Evaluation shall be conducted annually and reviewed by the Department of Energy to determine if the program is being conducted in a cost-effective manner. The results of the evaluation and the projected cost for the next year will be provided to the Contracting Officer for review.

4. Wellness Program

Reasonable costs of a Wellness Program to promote employee health and fitness are allowable and may consist of activities such as stress management, smoking cessation, exercise, nutrition, and weight loss. The Contractor shall submit a plan describing planned activities and their associated costs to cover the first three years of the Contract to the Contracting Officer for approval. The plan for the last 2 years of this Contract shall be submitted 3 months prior to the beginning of the fourth year of the Contract. This plan will describe all future planned activities and their associated costs along with a summary of the effect of the Wellness Program on health benefits experience sick leave during the first three years of the Contract.

5. Professional Dues and Licenses

(To be negotiated on a very limited basis and, at a minimum, should be necessary to perform the current position.)

## TRAVEL AND RELOCATION

Allowable costs for travel, subsistence and relocation expenses of employees will be in accordance with the Federal Acquisition Regulations (FAR)

The Contractor will adhere to the FAR for its business and relocation expenses as implemented by the DOE approved Travel, Subsistence, and Relocation Policy.

Travel policies and procedures shall be developed by the Contractor and submitted for review and approval by the Contracting Officer within 30 days from Contract signing.

## RECRUITMENT

1. Reimbursable expenses incurred in the recruitment of personnel shall include necessary and reasonable costs.
2. An annual recruiting plan and budget shall be submitted to the Contracting Officer for approval at the beginning of each fiscal year which will be tied to the mission of the Contractor and the Department. Expenses of recruitment may include:
  - a. Transportation, lodging, meals, incidental and other expenses for interviewees and when approved on a case by case basis for spouses, during their stay for the interview and in traveling to and from their home to the Contractor location where they are interviewed subject to the limitations under the Travel Section of the Appendix.
  - b. Costs associated with pre-employment screening, including the costs of interviewee travel to and from their home to a Contractor specified location for the purposes of medical evaluation or drug testing, when required, for the position being considered.
  - c. Recruitment advertising, recruitment related employment office expenses, travel of employees on recruiting assignments, preparation of booklets and other recruitment materials not in excess of standard commercial rates.
  - d. For the purpose of house-hunting, and with the approval in each case of the cognizant Director, expenses for round-trip travel and subsistence for both the selected new hire and the new hire's spouse. A maximum stay of three days may be permitted as allowable cost. Travel and subsistence costs shall be reimbursed for the new hire and spouse in accordance with the Travel Section of the Appendix.

### **COMMUNITY PROGRAMS**

To be provided by the offeror.

Subject to prior approval of the Contracting Officer, the costs of participating in community service activities may be allowable to the extent participation does not adversely impact Contract performance.

## **Attachment 9 - Guidance for Preparation of Diversity Plan**

This Guidance is to assist the Contractor in understanding the information being sought by the Department for each of the Diversity elements and where these issues are already addressed in a Contract, the Contractor need only cross reference the location.

### **Work Force**

This Contract includes clauses on Equal Opportunity and Affirmative Action. The Contractor should discuss its policies and plans for implementation of these clauses in its operations. If the Contractor already has procedures in place, these should be discussed and copies provided.

### **Educational Outreach**

The Contractor should outline or discuss any programs already provided, or which it intends to provide, which will provide employees an opportunity to improve their employment skills and opportunities. These programs may already be discussed in the proposal submitted for this Contract or in the Contract itself and could include: educational assistance allowance, provision for outside training programs either during or outside regular work hours, and executive training programs for non-executive employees. The Contractor should also discuss any plans to participate in any program supporting Historically Black Colleges and Universities, Hispanic Serving Institutions and Native American Institutions.

### **Community Involvement and Outreach**

An offeror's proposal or this Contract may include a section dealing with community involvement and outreach activities. In that event, those sections may be cross referenced and do not need to be repeated. Contractor community relation activities could include support for the following activities: support for science, mathematics and engineering education; support for community service organizations; assistance to Governmental and community service organizations and for equal opportunity activities; and community assistance in connection with work force reduction plans. The Contractor may provide support to these activities through direct sponsorship or making individual employees available to work with the specific community activity. The Contractor's Diversity Plan should discuss the Contractor's existing and planned activities promoting community involvement of its employees as well as the corporation.

### **Subcontracting**

If appropriate to the Contractor, the Contract will contain FAR 52.219-9 "Small, Small Disadvantaged, and Woman Owned Small Business Subcontracting Plan" and other small business related clauses. Additionally, the RFP may have contained additional guidance on small business subcontracting. The Contractor should briefly summarize its subcontracting plan. If the Contractor is participating, or plans to participate, in the Department's Mentor-Protégé Program, this involvement or planned involvement, should be summarized. Information concerning its subcontracting plans already submitted and approved do not need to be redeveloped or renegotiated.

### **Economic Development (Including Technology Transfer)**

Many of the Department's contracts include clauses dealing with technology transfer. Planning or activities developed under such clauses may apply to this element of the Contractor's Diversity Plan. Additionally, some of the subcontracting activities planned by the Contractor with small business, small disadvantaged businesses, or woman-owned small businesses may be entered into for the purpose of assisting the economic development of or transferring technology to such a business. The Contractor's Diversity plan should outline and discuss its planned activities promoting economic diversification of the local community.