REGIONAL COALITION MEETING AGENDA

Los Alamos County Council Chambers
1000 Central Avenue, Los Alamos, NM
July 8, 2016 | 9:00a—11:00a

A. Call to Order – Chair Barney Trujillo | 9:00a-

B. Confirmation of Quorum – Chair Barney Trujillo

C. Approval of Agenda – Chair Barney Trujillo

D. Approval of Meeting Minutes - Chair Barney Trujillo | –9:15a (Tab A)

E. Discussion/Action Items (1hr 25 min) | 9:15–10:40a
   a. Action – Board Members to Vote for Executive Committee Members (10 mins)
      i. Continue meeting with new leadership (if applicable)
   b. Briefing from NM Congressional Delegation (5 mins)
   c. Update from Executive Director (5 mins, Tab B)
      i. Meetings at a Glance
   d. Looking ahead to LANL Management and Operations, learning from Sandia Management and Operations Process (55 mins, Tab E)
      • Presentation by Jack Jekowski, Principal Partner, Innovative Technology Partnerships
   e. Additional action Items (10 mins)
      i. Approval: Aug 18-19, 2016, ECA Peer Exchange on Manhattan Project National Historical Park
      ii. Approval: $1,500 sponsorship for REDI Summit

F. Public Comment (20 mins) 10:40-11:00a

G. Adjournment – 11:00a
About the Regional Coalition of LANL Communities:
The Regional Coalition is comprised of nine cities, towns, counties and pueblos surrounding the Department of Energy’s Los Alamos National Laboratory (LANL). Founded in 2011, the Regional Coalition works in partnership to ensure national decisions incorporate local needs and concerns. The organization’s focus is environmental remediation, regional economic development and site employment, and adequate funding for LANL. The 2016 Board of Directors includes Chair, Commissioner Barney Trujillo, Rio Arriba County; Vice-Chair, Mayor Javier Gonzales, City of Santa Fe; Secretary/Treasurer, Councilor Kristin Henderson, Los Alamos County; Mayor Alice Lucero, City of Española; Commissioner Henry Roybal, Santa Fe County; Councilor Darien Fernández, Town of Taos; Commissioner Mark Gallegos, Taos County; Representative Ron Lovato, Ohkay Owingeh; and Lt. Governor Ward Yeppa, Pueblo of Jemez.

For more information please visit the Regional Coalition website at http://regionalcoalition.org

Contact: Regional Coalition of LANL Communities | 1101 Hickox St, Santa Fe, NM 87505 | Office: 505/410-4146
REGIONAL COALITION of LANL COMMUNITIES
City of Española – Pueblo of Jemez – Los Alamos County – Ohkay Owingeh
Rio Arriba County – Santa Fe County – City of Santa Fe – Taos County – Town of Taos

REGIONAL COALITION MEETING MINUTES
Española City Council Chambers
1122 Industrial Park Road
June 10, 2016 | 9:00a—11:00a

A. Call to Order – Chair Barney Trujillo | 9:23a
B. Confirmation of Quorum – Chair Barney Trujillo – Approved

C. Approval of Agenda – Chair Barney Trujillo | 9:26a
   a. NM Congressional Delegation Briefing moved to ‘Updates’ section. Approved: Mayor Alice Lucero, City of Española; Second: Councilor Andrew Gonzales, Town of Taos

D. Approval of Meeting Minutes - Chair Barney Trujillo | 9:27a
   a. Approved – Mayor Javier Gonzales, City of Santa Fe; Second: Councilor Kristin Henderson, County of Los Alamos
   b. Briefing-NM Congressional Delegation; Patrick Juan
      I. Appreciation of communication efforts to office
      II. Concerned for the placement of workers in regards to EM projects
   c. Update by Andrea Romero
      I. Trip Update: Washington DC
         -Paper copy available of information
         -Process of engaging EM and the community is inconsistent
         November 1st goal to set budget with Senator Heinrichs office

E. Discussion of the tiers consisted in the coalition
   a. Economic Development
      -Designating Bandelier as a national monument and a park, to drive tourism.
      -Review of the draft RFP. Public comment is due June 24th.
      -Community Day: June 13th, 3-5pm; Los Alamos Mesa Library
      -Requests for lifecycle baseline
   b. Environmental Stewardship
      -Proposal to create a pilot program that helps new and potential LANL employees explore the housing market
      -Launching with the LANL workforce office
      -Calendar of important dates and deadlines to come
      I. Introduction to Taslima Khandaker; Administrative and Communications Manger

F. Presentation: LANL Workforce Planning and Opportunities for the Region by Kathy Keith & CJ Vicino; Director of Diversity and Strategic Staffing
Attrition for the next five years is very large. LANL is a terminal employer in which individuals tend to stay. Many of them think of retirement when choosing this career path. LANL employees hold a bachelor’s or a PhD degree. There is a high demand for mechanical and electrical engineers; radiation control; safety engineers; and program managers.

I. Laboratory is invested in pipeline projects and programs
   - 60% of engineers and 32% of managers started as post-docs or students
   - Sponsorship of summer internship programs
   - 675 vacancies over the next five years
   - 700 vacancies related to information technology

II. Hiring Process
   - Must apply online due to the fact that LANL is a government contractor
   - Uses selection committees with scoring metrics
   - Candidates should always include a cover letter
   - Must meet all of the minimum qualifications
   - How to navigate the LANL hiring website

III. Outreach
   - Equal opportunity employer
   - Regular attendance of recruiting events
   - Events can be passed along to LANL
   - University partnerships
   - Outplacement assistance
   - Colleges and universities do not want to overproduce graduates and not have enough programs
   - Usually 25% post-docs receive offers within LANL
   - Branding and marking work within Los Alamos has been an issue

G. Presentation: Opportunities with Changing Workforce by Andrea Romero
4,250 jobs projected to be brought in within the next five years. 66% of LANL employees commute to work. Looking into all of the regional stakeholders and their process. Analyzing situations on if the talent market decreased or jobs are not being filled. Important to create a layout or plan to accomplish the goal of increasing the job market. As a coalition we have a great opportunity to work together, and collectively create a profile. Gather individuals in each jurisdiction to craft ideas on economic development.
   - Hiring millennials and what does that mean for LANL
   - Framing expectations of the board
   - Housing and the quality of life in Los Alamos
   - Social media being a pipeline for the hiring process
   - Marketing/regional package to possibly be hosted in Taos
- Creating an invitation for new hires that outlines the housing market (Homewise), and community of Los Alamos
- How can we build networks and connect individuals?
- Analyzing this information with data and a numeric value

H. Meetings at a Glance (15 Minutes)
   a. FY17 Budget motion to approve; approved
      Approved- Mayor Alice Lucero, City of Española; Second: Mayor Javier Gonzales, City of Santa Fe
   b. Strategic Deterrence Summit Attendance
      Approved- Mayor Javier Gonzales, City of Santa Fe; Second: Councilor Kristin Henderson, County of Los Alamos

I. Public Comment | 10:47a
   No Comment

J. Meeting Adjournment- 10:50am
Response to Draft Release of EM-LA Prime Contract RFP for Los Alamos Legacy Cleanup Contract (LLCC)

We just concluded the comment period for the draft RFP for the LLCC. Following our Community Gathering on June 9, we drafted a letter for submission of official public comment on the LLCC RFP. Community signatories to the letter included: Liddie Martinez, Executive Director, Regional Development Corporation; Jenny Parks, CEO of the LANL Foundation; Joseph Sanchez, President, LANL Major Subcontractors; Representative Stephanie Garcia Richard, NM District 43; Representative Carl Trujillo, NM District 46; Patrick Sullivan, Executive Director, Los Alamos Commerce & Development Corporation; Senator Carlos R. Cisneros, NM District 6; and Kristy Ortega, Executive Director, United Way Northern New Mexico.

Our basic request for consideration for revising the RFP to evaluate and grade community commitment plans, set 30% of contracting aside to small and/or local business, and offer more flexibility for cost-plus contracting versus firm-fixed price subcontracts when the work is high-risk. We have already received great feedback from industry professionals, ETEBA and other individuals for our efforts.

RCLC to EM Letter on Process – we have submitted a letter on navigating through the EM draft solicitation process requesting that DOE improve their process to make it easier for our communities to engage in the process.

Consent Order Finalization – Press release enclosed. August 12 meeting presentation will be by Katie Roberts of NMED on any changes made.

Community & Economic Development

Draft of Regional Attraction Guide Pilot Project – Pilot available in draft form. Next steps: sharing draft with Board Members, LANL Hiring team, scheduling workshop and priorities, approving budget and sourcing funds.

Strategic Deterrence Symposium – see articles attached. “The nation’s national security labs – like Sandia, Los Alamos and Lawrence Livermore – are key to ensuring the viability of the nuclear arsenal.”

Regional Development Corporation REDI Conference - REDI Summit will be held at the Ohkay Conference Center in Ohkay Owingeh north of Española on Wednesday, September 28, 2016 from 8:00 AM to 2:00 PM. The REDI plan was developed in 2008 and 2009 with funding provided by Los Alamos County as a 25-year strategic economic plan for Northern New Mexico. In 2010, the plan was adopted by 7 local governments (Santa Fe County, City of Santa Fe, Los Alamos County, Rio Arriba County, City of Española, Taos County and the Town of Taos) and the 8 Northern Indian Pueblos Council. Each year since its adoption, REDI has held an annual State of the Region Conference which brings together elected officials, state, tribal and local government representatives, private businesses, educational entities and business organizations from throughout the region to review and provide input on the plan and the activities and progress toward shared economic goals. About 100 participants usually join us for the event.

LANL Community Programs Office Starting Collaborative Internship Program – Opportunity for students/workers to gain skills in industry while learning a trade or skillset. They will help place students in these positions. They are looking for interested companies in participating. Carole Rutten (crutten@lanl.gov) forming and managing program.

Rio Arriba Leadership Summit Representation – June 27, provided background on Regional Coalition to community leaders.
June 24, 2016

Dr. Monica C. Regalbuto  
Assistant Secretary for Environmental Management  
U.S. Department of Energy  
Office of Environmental Management  
1000 Independence Ave., SW  
Washington, DC 20585

Dear Dr. Regalbuto,

We first want to commend you on the successful set up of the Environmental Management office at Los Alamos National Laboratory (EM-LA). It has been a pleasant experience getting acquainted with Doug Hintze, the new manager of EM-LA, and working with him as we prepare for the new prime contractor on EM-LA's Los Alamos Legacy Cleanup Contract (LLCC). We hope this relationship will continue to grow positively. With that in mind, we submit to you today our comments and feedback on the draft RFP for the LLCC contract. We request that you consider revising the RFP to evaluate and grade community commitment plans, set 30% of contracting aside to small and/or local business, and offer more flexibility for cost-plus contracting versus firm-fixed price subcontracts when the work is high-risk.

Firstly, we are happy to see that the Offeror must include a Community Commitment Plan. However, we are very disappointed to see that this plan is not evaluated or scored for its quality, content, or merit. Without any means to qualify a candidate based on their proposed Community Commitment Plan, the ability of our stakeholder groups to reinforce the importance of engaging in the critical work being done to improve our region is greatly diminished. Our region is well known for its strong family ties and lineages, cultural and historical significance, as well as for its ongoing battles to keep its kids in school, where we struggle to congeal a stable economy, and tirelessly grapple with an opiate epidemic. Consequently, the regional investments reflected in proposed Community Commitment Plans are extremely important to us.

We request that all Community Commitment Plans submitted by Offerors be evaluated and scored as part of their overall bid (Section M.6). Evaluation and scoring of these Plans will also encourage the Offerors to engage up front with regional community leaders. A strong Plan reflects the intent of the Offeror to be a sound corporate citizen in Northern New Mexico by actively supporting community initiatives that it is identifying it will undertake in its bid. A scored Community Commitment plan ensures that a firm is chosen based on technical capability, past performance, and its commitment to engaging and understanding our surrounding communities, which is critical to effective and efficient execution of the LLCC. It also provides the basis for EM to measure performance against the commitments set forth in the Plan.

We are pleased that EM proposed to elevate the importance of past performance in the evaluation and scoring of the proposals from the Offerors. We strongly recommend that EM require Offerors to present information of how they have performed in the past on engaging communities in the execution of DOE contracts, in general, and EM contracts, in particular. Similarly, in the evaluation of the management team proposed by the Offeror, we strongly recommend that EM include questions to elicit insights into the understanding, commitment, and demonstrated results of the team in exercising social responsibility and community engagement during the execution of DOE contracts, in general, and EM contracts, in particular. An Offeror that recognizes that being a good corporate citizen and valuing the surrounding community is good business will be more likely to execute the LLCC effectively and efficiently.

The regional economy has developed in a climate primarily characterized by the dominance of the Department of Energy and other government-funded activities. We ask that Offeror commitments to initiatives and activities be designed to make a contribution to promote the workforce education that
supports the work at the site and the economic diversification of the region in order to reduce the region’s dependency on federal expenditures. In short, we endorse a proposal scored to include community engagement requirements that ensure the letter and intent of Clause H-37 is honored through activities such as workforce planning, labor agreements, and subcontracting practices that facilitate and expedite community transitions to sustainable, post cleanup economies. Success of these initiatives will depend on effective partnerships and leveraged resources for which the DOE will hold the selected Offeror accountable.

Enclosed in ‘Example A’, contains a community commitment plan for which the DOE held the prime contractor at LANL accountable.

Secondly, we have heard from DOE EM personnel at Community Day and other venues that there is a general presumption by EM that commitments to investments under the Community Commitment Plan are not enforceable under the contract and Federal Acquisition Regulations, in other words, the Community Commitment Plan could not be enforced through an assigned award fee in their Annual Performance Evaluation and Management Plan. This presumption is not consistent with our experience from the current M&O contract for LANL, where NNSA both evaluated and scored the CCP from LANS and measured performance against the LANS CCP over the course of the initial 7-years of the contract which commenced in 2006.

Without evaluation, scoring or performance measurement, the Community Commitment language used in the current RFP could be viewed as a symbolic gesture by EM to engage Offerors in community support and participation of EM and its Offerors. There does not appear to be a true commitment to the surrounding communities in the current language of the draft RFP and we recommend adopting the same model as the Community Commitment Plan through the current LANL M&O, though we would recommend it be enforced through the life of the contract with EM.

Thirdly, in the draft LLCC language on enforcement of small business minimums, we are requesting an enforced 30% minimum for small and regional local businesses. The draft RFP only requires provision of statistical data to EM on how the contractor engages with small business versus a true action plan on engaging a local/regional workforce that includes details on how this commitment will be executed. The Offeror should commit to providing, at a minimum, 30% of the work identified to small and regional local businesses, which already includes a 5% pricing preference to regional suppliers and subcontractors, (a pricing preference with which we support).

Historically, LANL has had significant small business utilization. The LLCC should require a substantial amount of the work to be subcontracted to local small businesses, and the development and execution of the subcontracting plan should be evaluated at award and set as part of annual review determinations. Ideally, EM will ensure that RFPs and Final Contracts contain a clause that requires compliance to DOE-H-2050 and FAR 52.219-9 by requiring the submittal of a subcontracting plan that addresses goals including local small and large businesses. The plan shall become a part of the final contract each year following approval by the EM Field Office. We have attached two recent examples of EM contracts that include the language we would like implemented in our finalized EM RFP.

Finally, we were pleased to hear at Community Day that there would be more flexibility for Offerors when it comes to firm-fixed price subcontracts. We would like to see it written into the draft RFP that Offerors will be allowed to employ contracting means identified based on evaluation of work and level of risk. As the draft RFP is currently written, the performance based, fixed price contracts that small businesses are awarded, whether competitive or sole source, require that innovation and cost savings to deal with fixed price, schedule, safety, quality risks that are passed on to small business subcontractors, which is unacceptable to us as a standard business practice. We understand, through EM’s own admission, that success of cleanup requires creativity and collaboration between contractors and others who have new more innovative ways of attaining cleanup.

To limit fee structure to outcomes has the potential and in fact likelihood of increasing risk to the environment and to the workforce, an objectionable standard of our local communities. We want to see that EM ensures that an Offeror’s fee is not solely aligned to outcomes and schedules but considers the value of partnerships, innovations and creativity. This approach will better encourage the highest level of competition.
for new contracts. Attached are recent examples of language included in the SRS and Paducah RFPs in how this was executed elegantly.

Moreover, as a general trend over the past few decades, consideration of local communities has been eliminated from the acquisition in various EM sites nationwide. The result has been much less involvement by company leadership and through investments with local communities when new EM RFPs have arisen. We find this to be due to the fact that there is no incentive for EM contractors to partner or communicate with local communities. We hope to redirect this negative trend through improvements to the upcoming LLCC RFP with EM and continue a positive and lasting relationship with DOE and any potential Offeror.

Thank you for your time and consideration of our feedback and concerns. If you have any questions regarding our comments or suggestions, please reach out to Andrea Romero, Executive Director of the Regional Coalition of LANL Communities, available at andrea@regionalcoalition.org or 505/490.6155. We are coordinating efforts regionally so as to demonstrate to you how critical these contract issues are to all stakeholders involved and affected.

Sincerely,

Chair, Commissioner Barney Trujillo, Rio Arriba County
Vice Chair, Javier Gonzales, Mayor of Santa Fe
Secretary/Treasurer, Councilor Kristin Henderson, Los Alamos County
Mayor Alice Lucero, City of Española
Commissioner Henry Roybal, Santa Fe County
Rep. Ron Lovato, Pueblo of Ohkay Owingeh
Lt. Governor Ward Yeppa, Pueblo of Jemez
Councilor Darien Fernández, Town of Taos
Commissioner Mark Gallegos, Taos County
Andrea Romero, RCLC Executive Director

Liddie Martinez, Executive Director, Regional Development Corporation
Joe Sanchez, President, LANL Major-Subcontractors Consortium
Jenny Parks, CEO of the LANL Foundation
Representative Stephanie Garcia Richard, NM District 43
Representative Carl Trujillo, NM District 46
Patrick Sullivan, Executive Director, Los Alamos Commerce & Development Corporation
CC: Kimberley Tate, Contracting Officer, DOE Environmental Management Consolidated Business Center
Senator Martin Heinrich, U.S. Senate
Senator Tom Udall, U.S. Senate
Representative Ben Ray Luján, U.S. House of Representatives
Seth Kirshenberg, Executive Director, Energy Communities Alliance
Doug Hintze, Director of Environmental Management, Los Alamos
Doug Sayre, Chair of Northern New Mexico Citizens’ Advisory Board

Enclosed:

Example B – 30% Small Business Clauses in River Corridor Closure Contract, Section H, Contract No. DE-AC06-05RL14655
Example C – 30% Small Business Clauses in East Tennessee Technology Park, Section H, Contract No. DE-SOL-0001551
Example D – Savannah River Site Liquid Waste Services, Section J-14, Draft Solicitation, Contract No. DE-SOL-0008913
Example A

- LANS Prime Contract
  Part III, Section J, Appendix H
  Contractor and Parent Organization
  Commitments, Agreements, and Understandings
PART III-SECTION J
APPENDIX H

CONTRACTOR AND PARENT ORGANIZATION
COMMITMENTS, AGREEMENTS, AND UNDERSTANDINGS

I.0 COMMUNITY PLAN EXECUTIVE SUMMARY

The LANS team is committed to benefiting the northern New Mexico community. Because we want to optimize the support we will provide to the local community, our plan for grant and services investments that complement those community activities that are allowable under the contract.

Beginning in June 2006, we will implement a 7-year community commitment plan that will invest up in northern New Mexico from fee and parent organization resources. The plan, as will be evident through FY07, will build upon the 63-year investment by the DOE/NNSA and University of California (UC) in the northern New Mexico community, and is structured to provide the greatest benefit to the region in three critical areas—education, economic development, and charitable giving.

Regional Community Philosophy. A consistent, responsive relationship with our neighbors is mutually beneficial. Given the regional dominance of the Laboratory, a strong, vibrant regional economy is vital to long-term Laboratory operations and to the morale of LANL’s workforce. Based on this philosophy, our community commitments are aligned to support the Laboratory’s mission and strategic objectives, providing mutual benefit and sustainability to both the Laboratory and to the surrounding communities. We believe that local leaders and organizations know best the needs of the community and our community commitment plan reflects this approach.

Regional Community Approach. The LANS Community Commitment Plan invests from fee and parent organization resources into northern New Mexico, the eight northern pueblos, and the State of New Mexico. LANS key personnel will be relationship owners, building a partnership with each constituency that will be a dynamic balance of listening and action. Working with the community and NNSA, we will establish formal metrics for performance, including annual surveys and formal feedback loops to verify alignment with community needs and priorities.

I.1 COMMUNITY COMMITMENT PLAN

To lay the groundwork for our 7-year Community Commitment Plan, the FY07 efforts will be coordinated with allowable regional initiatives, the regional purchasing plan, and the technology commercialization plan to create an overall community investment strategy.

I.1.1 DIRECT COMMUNITY INVESTMENTS

Direct community investments are targeted to the critical areas of education, economic development, and community giving. We use existing local organizations as the conduit for our
direct investments.

I.1.1.1 Education
Beginning in June 2006, we will implement investments in education for the people of northern New Mexico. The commitment will include student scholarships, community grants, student learning and master teachers’ support, and professional development in quality processes.

LANS will contribute significant funds to the community. Initial programs will include:

- Matching Funds for the Los Alamos Employees’ Scholarship Fund
- Education Outreach Grants
- Math and Science Academy (MAS) Expansion
- Regional Quality Center

In addition, LANS will contribute to programs and causes directly related to workforce development in order to address LANL’s future pipeline needs. These include:

- NMHU Endowed Chair
- NNM University and College Collaboration
- NNMC Nursing and Teaching Program

I.1.1.2 Economic Development
Through FY07, we will begin implementation of a program for economic development in northern New Mexico. The commitment will include resources for economic development support, enterprise development, and other infrastructure enhancement that will stimulate entrepreneurialism, business creation, and economic growth in the community. Based on past experience in job creation in the region, investments have been structured to address the unique challenges of economic development in northern New Mexico.

This includes the following discretionary and program investments:

- Economic Development. This investment will build upon LANL’s current relationship with the Regional Development Corporation, e.g., providing grant writing assistance and major subcontractor consortium support.

- Enterprise Development. LANS commits to creating an enterprise development system in northern New Mexico. This system will assist communities seeking to grow their economies from within. LANS will help establish this place-based program that works in concert with existing economic development efforts to assist entrepreneurs. Efforts will also be made to align these efforts with LANL’s technology transfer initiatives and scientific expertise.
Northern New Mexico Connect (NNM Connect). LANS commits to foster NNM Connect. NNM Connect is based on the successful UC San Diego Connect (UCSD) program for economic diversification and is widely recognized as the most successful program of its kind to link entrepreneurs to investment funds and to provide startup support. This program will help address the lack of seasoned entrepreneurial business talent in northern New Mexico.

Technology Maturation. This investment will provide incremental funding for prototype and simple feasibility testing for new applications that will lead to licensing opportunities for new technologies.

I.1.1.3 Community Giving
Beginning in FY07, LANS will continue investing in northern New Mexico’s United Way campaign. Last year, the LANL campaign raised over $700,000, resulting in contributions that accounted for over 60% of the total contributions made to United Way in northern New Mexico.

I.1.2 IN-KIND AND OTHER COMMUNITY INVESTMENTS
We will leverage LANS’s parent organization resources to provide additional support in education and economic development to northern New Mexico communities.

Out-of-State Tuition and Fee Waiver. This program will apply for any LANS full-time active employee and/or dependent who is accepted to any University of California undergraduate or graduate program. Based on the past 3 years of data, approximately 100 students will take advantage of this program annually. Out-of-state tuition and fee waiver represents a savings of $17,000 per student each year—$1.7 million annually x 7 years = $11.9 million.

Other Out-of-State Tuition and Fee Waiver Scholarships. Scholarships administered by the Los Alamos Foundation will be provided to any northern New Mexico student graduating from high school who is accepted to any University of California undergraduate program. Out-of-state tuition and fee waiver represents a savings of $17,000 per student annually.

Project Management Services. Building on the existing volunteer spirit of LANL employees, we anticipate that LANS employees will volunteer time after work hours and on weekends to support community projects, such as school construction, community centers, and research parks. Services would include project management, construction management, project controls, scheduling, and inspection services. Data has shown that these professional services save the community 40% of overall project costs that can be reinvested into more project space or as a savings to a community.

Small Business Assistance Program with State Gross Receipt Tax (GRT) Credit. New Mexico Law provides for a $1.8M tax credit (per year) to laboratories for providing technical services assistance to small business, LANS commits to participate in this program.

It is the purpose of the Laboratory partnership with Small Business Tax Credit Act to bring the technology and expertise of the national laboratories to New Mexico small businesses to promote economic development in the state, particularly in rural areas.
Assistance will be rendered in compliance with state regulations and may include the transfer of technology, including software and manufacturing, mining, oil and gas, environmental, agricultural, information and solar, and other alternative energy source technologies. Assistance also includes non-technical assistance related to expanding the New Mexico base of suppliers, including training and mentoring individual small businesses; developing business systems to meet audit, reporting, and quality assistance requirements; and other supplier development initiatives for individual small businesses.

I.2 BENEFITING THE COMMUNITY – INTEGRATION OF COMMUNITY INITIATIVES
The Community Commitment Plan activities through FY07 are structured to work in conjunction with allowable regional initiatives to support an overall community investment strategy, including a regional purchasing program and technology commercialization.

- Partnering With and Understanding our Tribal Communities
- Education Outreach
- Strengthening and Providing Leadership in Support of Small Business and Subcontractor Councils

LANS has crafted this integrated Community Commitment Plan based on our parent organizations’ solid track record of partnering and contributing to the communities in which we work.

LANS’s partners—Bechtel, University of California, BWXT, and WGI—have found that investing in local communities is good business. Partnering with the community smooths the way for program and project implementation; provides a skilled, local, and knowledgeable resource base; and promotes economic stability in the area. By committing funds and technical and management resources, these firms benefit educational and economic development in communities worldwide.
Example B

- 30% Small Business Clauses in River Corridor Closure Contract
  Section H
  Contract No. DE-AC06-05RL14655
EXAMPLE B – 30% Small Business Clauses in RCCP RFP

River Corridor Closure Contract (RCCP)
Section H, Contract No. DE-AC06-05RL14655

H.13 SELF-PERFORMED WORK
(a) Unless otherwise approved in advance by the Contracting Officer, the percentage of work which may be self-performed by the large business(es) of the Contractor team arrangement (as described in FAR 9.601), shall be limited collectively to not more than 40% of the contract value (defined as the sum of Target Cost plus Target Fee). This limitation does not apply to any small business member of the Contractor team arrangement. Unless otherwise approved in advance by the Contracting Officer, the remainder of the work to subcontractors outside of the Contractor team arrangement shall be performed through competitive procurements with an emphasis on fixed-price subcontracts.

(b) At least 30% of the total contract value shall be performed by small business. Small business members of the Contractor team arrangement, as well as subcontractors selected after Contract award, count toward fulfillment of this requirement and other small business goals in this Contract.

(c) The Contractor shall manage the team arrangement and the performance of work under this Contract to eliminate wherever possible, and mitigate where necessary, any potential conflicts of interest between the self-performed work by the Contractor team arrangement and the subcontracted work outside the Contractor team arrangement.

(d) Reporting requirements to confirm compliance with these thresholds and limitations are described in Contract Section C.5.4 Project Performance Information and Measurement, Deliverable C.5.4.2 Monthly Performance Report.

H.28 SMALL BUSINESS SUBCONTRACTING FEE REDUCTION
The Small Business Subcontracting Plan, incorporated into this Contract as Section J, Attachment J-4, contains percentage goals for awarding of subcontracts to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns. The Contractor also agrees, as a part of this Contract, to have in place, with one or more small businesses, a Mentor-Protégé program. The Contractor’s performance in meeting these goals, and supporting protégé(s) in a Mentor-Protégé agreement(s), will be evaluated at the following milestones:

• End of Third Year of Contract Performance;
• End of Sixth Year of Contract Performance; and
• End of Contract.

If, at each one of these milestones, the Contractor has not met any or all of these subcontracting goals for that milestone period, or has failed to support a protégé during that period, the Contracting Officer may reduce the final fee amount by an amount up to $3 Million for each milestone up to a total reduction of otherwise earned fee for the contract in the amount of $9 Million. The reduction amount shall be at the unilateral discretion of the Contracting Officer. The dollar amount of each such reduction shall be a permanent reduction in the total fee paid under this contract. For the first two milestone periods, if it has been determined that the Contractor has failed to meet such goals, or failed to have a Mentor-Protégé Program, upon establishment of an appropriate fee reduction amount for that period, the ensuing provisional fee payments shall be reduced proportionally during the next milestone period until the full milestone reduction amount has been achieved. At contract completion, the total amount of fee reduction for failure to meet its subcontracting goals shall be offset by any amount of liquidated damages assessed in accordance with FAR 52.219 16, Liquidated Damages – Subcontracting Plan. Any reduction for failure to meet the Mentor-Protégé Program shall be in addition to any liquidated damages under FAR 52.219-16. For the purpose of implementing this clause, the percentage goals initially established in the Contractor’s Small Business Subcontracting Plan will remain in effect for the duration of the contract period.
Example C

- 30% Small Business Clauses in East Tennessee Technology Park Section H
  Contract No. DE-SOL-0001551
EXAMPLE C – 30% Small Business Clauses in ETTP RFP

East Tennessee Technology Park (ETTP)
Section H, Contract No. DE-SOL-0001551

H.15 SELF-PERFORMED WORK
Unless otherwise approved in advance by the Contracting Officer, the percentage of work which may be self-performed by the large business(es) of the Contracting Team Arrangement (as described in FAR 9.6, Contracting Team Arrangements), shall be limited collectively to not more than 40 percent (%) of the Total Estimated Contract Cost. If a small business is a member of the Contracting Team Arrangement, the small business portion is not part of the 40%. Unless otherwise approved in advance by the Contracting Officer, work to subcontractors outside of the Contracting Team Arrangement shall be performed through competitive procurements after contract award, with an emphasis on fixed-price subcontracts. The Contractor’s subcontracted work shall be in compliance with the Contractor's approved Small Business Subcontracting Plan.

L.16 (b) (3) Small Business Subcontracting Plan. A completed and acceptable Small Business Plan is required to be submitted in accordance with the Section I, FAR Clause 52.219-9, Small Business Subcontracting Plan, and proposal instructions herein. This plan will become part of the contract as Section J Attachment titled, Small Business Subcontracting Plan. The minimum goals of this solicitation are as follows:

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<th>Component</th>
<th>Percent (%)</th>
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<tbody>
<tr>
<td>Small Business (SB)</td>
<td>50.20</td>
</tr>
<tr>
<td>Small Disadvantaged Business</td>
<td>5.00</td>
</tr>
<tr>
<td>Women-Owned SB</td>
<td>5.00</td>
</tr>
<tr>
<td>HUBZone SB</td>
<td>3.00</td>
</tr>
<tr>
<td>Service-Disabled Veteran-Owned SB</td>
<td>3.00</td>
</tr>
</tbody>
</table>

L.15 (e) The term “major subcontractor” is defined as any proposed subcontractor that is performing an essential area (worth $10 million or more) of the Performance Work Statement. It does not include subcontractors that have not been identified and will be competitively awarded after Contract award.

L.17 (c) (2) Criterion 2: Key Personnel and Organization
The Offeror shall describe the features and benefits of any and all performing entities (e.g., subcontractors, and/or members of a joint venture or LLC), including roles and responsibilities. If a joint venture or an LLC, the Offeror shall describe its operating agreement and whether or not the Joint Venture or LLC will be populated or unpopulated.

L.17 (c) (1) The Offeror shall describe its approach to planning and integrating all Section C requirements including its process to identify distinct subprojects that can be performance-based and performed on a fixed-price basis by competitively selected subcontractors and meet the subcontracting requirements in Section H. The Offeror shall also describe its subcontracting approach. The Plan is to describe the Offeror’s approach to meeting the subcontracting goals. It is not an identification of potential Subcontractors for accomplishing work that will be subcontracted. However, Subcontractors providing a unique capability (e.g., world expert in beryllium) may be identified and their capability described. The Plan should describe how the Offeror will establish work scopes and how they will be effectively competed after contract award in a timely and effective manner.

B.13 Small Business Subcontracting Fee Reduction
(a) The Contractor’s performance in meeting small business performance percentage goals in accordance with the Section H Clause entitled, Self-Performed Work, providing meaningful involvement for small businesses….

(b) If the Contractor has not met any or all of the subcontracting goals, and/or has failed to provide meaningful involvement for small business, DOE may reduce the Semi-annual award fee earned. The reduction amount may be up to 25% of the Semi-annual award fee earned. The reduction will occur for the current Semi-annual award fee period in which each of the four (4) multi-year periods described above are accomplished.
Example D

Savannah River Site Liquid Waste Services
Section J-14, Draft Solicitation
Contract No. DE-SOL-0008913
PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT J-14 – DRAFT PERFORMANCE EVALUATION MANAGEMENT PLAN

U.S. Department of Energy
Savannah River Site

DRAFT Performance Evaluation Management Plan
(PEMP) Framework
CONTRACT NO.
[To be inserted], Rev. 0

[Insert Contractor's Name]
This PEMP was prepared in accordance with Federal Acquisition Regulation (FAR) 16.401 under CONTRACT NO. [To be inserted] and has been concurred upon and approved.

CONCUR:

Assistant Manager for Waste Disposition (AMWD)  
DOE - Savannah River Site

______________________________________________ Date

Federal Project Director  
DOE - Savannah River Site

______________________________________________ Date

Contracting Officer (CO)  
DOE - Savannah River Site

______________________________________________ Date

Director, Office of Acquisition Management  
DOE - Savannah River Site

______________________________________________ Date

Office of Chief Counsel  
DOE - Savannah River Site

______________________________________________ Date

APPROVED:

Site Manager  
Fee Determining Official  
DOE-Savannah River Site

______________________________________________ Date
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1. Introduction

Federal Acquisition Regulations (FAR) 16.401 through FAR 16.402-4 discuss incentive Contracts and place incentives in two major categories: award-fee (AF) and performance-based incentives (PBI). The term Performance Evaluation Management Plan (PEMP) is used to address a fee plan that includes both types of incentives. When measuring performance for award-fee, the Contracting Officer (CO) will document the evaluation using adjectival ratings and their associated descriptions, and award-fee percentages prescribed in Table 16-1 in FAR 16.401.

This document serves as the PEMP for the Liquid Waste (LW) program at the Department of Energy (DOE) Savannah River Site (SRS) addressing management of Contractor fee provisions of CONTRACT NO. [To be inserted]. It provides standardization necessary to assure effective development, administration, and coordination of all phases of the fee process. In the event of a conflict between the PEMP and the Contract, the Contract takes precedence. Additionally, the PEMP process is integrated with the Contract Management Plan (CMP), the Risk Management Plan (RMP), and the Quality Assurance Surveillance Plan (QASP) to provide a streamlined and comprehensive methodology to consistently capture and report on performance for the LW program. As such, the PEMP will also be used to satisfy requirements of FAR 42.15, Contractor Performance Information, through the Contract Performance Assessment Reporting System (CPARS).

The PEMP was developed with the following objectives:

- Focus the Contractor on areas of greatest importance for success.
  - Removing sludge waste from liquid radioactive waste tanks to support preparation of sludge batches and subsequent processing at the Defense Waste Processing Facility (DWPF).
  - Operating salt processing facilities to remove salt cake and supernatant from liquid radioactive waste tanks.
  - Cleaning and characterization leading to operationally closing and isolating old-style liquid radioactive waste tanks and associated facilities.
- Clearly communicate Contract performance evaluation procedures and provide for effective communication between the Contractor and the DOE.
- Be kept as simple as possible commensurate with the complexity and dollar value of the Contract.

This PEMP is the basis for the DOE evaluation of the contractor's performance and for presenting an assessment of that performance to the Fee Determining Official (FDO). It describes specific criteria and procedures used to assess the contractor’s performance and to determine the amount of fee earned. Actual award fee determinations and the methodology for determining fee are unilateral decisions made solely at the discretion of the Government.

---

1 DOE Acquisition Guide Chapter 16.2R1 (June 2014)
The fee will be provided to the contractor through contract modifications and is in addition to the (type contract) provisions of the contract. The fee earned and payable will be determined by the FDO based upon review of the contractor's performance against the criteria set forth in this plan. The CO may unilaterally change this plan prior to the beginning of an evaluation period. The contractor will be notified of changes to the plan by the CO, in writing, before the start of the affected evaluation period. The PEMP may be revised unilaterally at any time during the evaluation period; but the revised PEMP, or revised portion thereof, shall not be effective until 1 calendar day after the Contractor receives the revised PEMP.

2. Organization and Responsibilities

The following responsibility structure is established for administering fee provisions of the Contract. Fee administration consists of a headquarters’ contingent providing approval of the original PEMP revisions and associated incentives, and approval of the final fee amount awarded including any fee reduction. Fee administration at the site includes the Fee Determining Official (FDO) and an Award Fee Evaluation Board (AFEB) which consists of a chairperson, co-chairs, Performance Monitors (PM), and the CO.

2.1. Roles and Responsibilities

1. HCA. The Deputy Assistant Secretary for Acquisition and Contracts is the Head of Contracting Authority (HCA). The HCA has final approval authority on the PEMP;
Primary HCA responsibilities are:

- Provide review/approval of proposed PEMP and revisions.
- Facilitate Business Clearance Review within EM and the Office of Acquisition Management (OAM).
- Provide approval of proposed earned fee, including any fee reduction.

2. FDO. The FDO approves the PEMP and any revisions prior to submittal to the HCA for final approval. The FDO reviews recommendation(s) of the AFEB, considers all pertinent data, and determines the earned fee amount for each evaluation period prior to submittal to the HCA for final approval.

Primary FDO responsibilities are:

- Determine the fee earned and payable for each evaluation period as addressed in Section 3, Method for Determining Fee.
- Approve changes to the PEMP as addressed in Section 5, Changes in PEMP Coverage.
- Appoint members to the AFEB (including the chair and co-chair).

3. CO. The CO is the liaison between Contractor and government personnel and ensures the fee process is properly administered in accordance with agency regulations and the terms of the Contract. The CO modifies the Contract when the PEMP is issued or revised during the term of the Contract.

Primary CO responsibilities are:

- Concur on the PEMP and any revisions.
- Ensure fee process is managed consistent with applicable acquisition regulations.
- Meet with the Contractor periodically during each evaluation period.
- Submit an Award Fee Report (AFR) to the FDO.
- Issue PEMP revisions prior to each evaluation period in accordance with the terms of the Contract.
- Support the AFEB in monitoring, evaluating, and assessing the Contractor's performance against performance objectives and measures set forth in this PEMP.
- Attend all AFEB meetings and assist the chair in preparing award fee correspondence for the FDO.
- Coordinate the administrative actions required by the AFEB and the FDO, including:
  - Receive, process, and distribute evaluation reports from all required sources.
  - Schedule and assist with internal evaluation milestones, such as briefings to the FDO and debriefings to the Contractor.
• Accomplish other actions required to ensure smooth operation of the award fee process.
• Facilitate Business Clearance Review with the HCA and the Office of Acquisition Management (OAM).

4. **COR.** COR maintains written records of the contractor's performance in their assigned evaluation area(s) so that a fair and accurate evaluation is obtained. Prepare interim and end-of-period evaluation reports as directed by the FRB.

Primary responsibilities of the COR are:

• Monitor, evaluate, and assess the Contractor's performance in accordance with the PEMP.
• Meet with the Contractor periodically during each evaluation period to discuss concerns or issues related to the Contractor's performance.
• Provide management support to the CO and AFEB chair during the term of the contract.

5. **AFEB.** The AFEB is chaired by the Assistant Manager (AM) for Waste Disposition Project (AMWDP), who also serves as primary Contracting Officer Representative (COR). The AFEB consists of a designated co-chair from the Waste Disposition Programs Division (WDPD), a Federal Project Director (FPD), Performance Monitors (PM), and may also include representatives from Office of Field Chief Financial Officer (CFO), Office of Chief Counsel (OCC) and Office of Civil Rights (OCR). Members of the AFEB may also be members of the Contract Management Team (CMT), Risk Management Program, and Quality Assurance Program, to avoid duplicate Contractor oversight roles and responsibilities.

Primary responsibilities of the AFEB are:

• Monitor, evaluate, and assess the Contractor's performance in accordance with the PEMP.
• Meet with the Contractor periodically during each evaluation period to discuss concerns or issues related to the Contractor's performance.
• Provide quarterly Contractor performance briefings to the FDO.
• Collect evaluation inputs for use in the development of the Interim and Annual Evaluation.
• Develop an AFR discussing the Contractor's performance and containing recommended ratings, and corresponding award fee earned for each evaluation period (Performance Evaluation Report format is preferred). The AFR shall include an appendix of all minority opinions.
• Develop and coordinate proposed changes to the PEMP and recommend those changes to the FDO for incorporation into the PEMP.

Primary responsibilities of the Chair and Co-chairs are to:
Assign members of the AFEB, including Performance Monitors (PM).

Review the evaluation reports prepared by members of the AFEB and provide feedback as needed.

Consider the Contractor's self-assessment and any minority opinions prior to approving the AFR and revisions.

Approve the AFR and provide recommended ratings, and corresponding fee earned to the FDO.

Ensure that the AFR is issued in a timely manner.

The Co-chairs are authorized to assume the roles and responsibilities delegated to the Chair in his/her absence.

Provide the FDO with a quarterly briefing on performance, addressing each of the performance goals

Consult with the FDO prior to mid-term feedback session with the Contractor

Arrange periodic site visits as requested

Communicate any critical performance issues in a timely manner.

6. PM. The PM is the federal technical expert who monitors, evaluates, and maintains written records of the Contractor's performance in their assigned evaluation area(s) so that a fair and accurate evaluation is obtained. The PM prepares interim and end-of-period evaluation reports as directed by the AFEB.

The PM must be a DOE-SR employee, and a qualified Facility Representative (FR), with full time duties and responsibilities consisting of broad based observation and assessment of facility operations and activities considered important to maintaining the safety of workers and the public. In order to fulfill the responsibilities of a FR as delineated in DOE O 232.2, “Occurrence Reporting and Processing of Operations Information,” and DOE O 422.1, "Conduct of Operations," this individual shall maintain knowledge of facility status and conditions on a real-time basis and serve as the working level DOE-SR point of contact with the contractor.

3. Fee Processes

3.1. Review requirements

The AFEB works routinely with the CO to:

- Review current and emerging agency and Contract requirements, including recent revisions/modifications.
- Determine mission strategies specific to the Contract.
- Recommend fee distribution, including revisions.

3.2. Determine fee value

Fee described herein is earned based upon the Contractor's performance of the
overall contract level requirement during the evaluation period. The Contractor begins the evaluation period with 0% of the available fee and earns fee during the evaluation period. Final fee determination is the unilateral decision of the FDO. The potential for the Contractor to earn 100% of the fee amount is a mutual goal as it demonstrates the program’s objectives were clearly communicated and achievable.

The amount of proposed fee applied to results of any individual activity (fee-bearing work) is determined first by mission need, followed by fiscal responsibility to stakeholders by comparing the cost of work against quality results for significant Contract level performance. The AFEB develops and uses criteria to determine Contract costs as a factor in measuring performance. Deliverables may be the result of more than one Contract (e.g. Work Breakdown Structure) element.

3.3. Draft PEMP and/or revision

- The AFEB works with the COR and PM to develop completion and acceptance criteria, including completion documentation, for fee bearing work. The criterion is documented in the PEMP.
- The FDO and CO provide concurrence on documents prior to submittal to the HCA.
- The CO coordinates the initial and revised document reviews with HCA 75 days prior to the subsequent evaluation period.
- HCA coordinates Business Clearance Review within EM and OAM
- CO receives approval from HCA
- CO modifies Contract

4. Performance Evaluation Documentation

Contract performance will be monitored and evaluated routinely through oversight of operations and regularly scheduled meetings by the AFEB and Contract Management Team (CMT) identified in the Contract Management Plan (CMP). The Contractor will be required to demonstrate and proactive management principles to optimize worker safety, reduce risks, control costs, and provide consistent excellence in documented results. Performance is measured using objective measures (generally consisting of a final product or completion/delivery by a pre-determined date) and subjective measures using a pre-established format (adjectival) provided in FAR 16. All evaluations will be documented according to Savannah River Manual (SRM) 226.1.1, Integrated Performance Assurance Manual (IPAM).

The method for monitoring, evaluating, and assessing Contractor performance during the period, as well as for determining the fee earned, is described below.

1. The available fee for each evaluation period is shown in Contract Section B, Supplies or Services and Prices/Costs. The fee earned will be paid based on the Contractor's performance during the evaluation period.
2. In accordance with the requirements of the Contractor Performance Assessment Reporting System (CPARS), performance evaluation and reporting is required every 12 months. Assessment is completed for the performance which has occurred since the last evaluation period. An Interim Evaluation and report will be the first report of the annual evaluation period, and is completed at the midpoint of the evaluation period. The CO notifies AFEB/CMT members and PMs 30 calendar days before the midpoint of the evaluation period. PMs assess the Contractor's performance and submit interim evaluation inputs. The AFEB/CMT evaluates PM input and notifies the Contractor of the strengths and weaknesses for the current evaluation period. The CO may also issue letters at any other time when it is deemed necessary to highlight areas of government concern.

3. Within five working days prior to the end of a current evaluation period being reviewed, the Contractor may provide a written self-evaluation of performance during the period. The self-evaluation shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. In other words, the self-evaluation should clearly assess the Contractor's measured performance against the standard of excellence.

4. The annual evaluation is considered the End-of-Period Evaluation. The CO notifies AFEB/CMT members and performance monitor 30 calendar days before the end of the evaluation period. AFEB/CMT members assess the Contractor's performance and submit end-of-period evaluation reports. The AFEB shall evaluate the Contractor's performance in the major areas identified in this PEMP based upon performance objectives and measures set forth and stated below.

5. The AFEB prepares its evaluation report and recommended ratings and corresponding award fee earned based on the evaluation criteria described in Appendix 1: Award Fee (AF) Performance Objectives and Evaluation Criteria and Appendix 2: Performance Based Incentives (PBI) and Evaluation Criteria, with supporting documentation to include all minority opinions.

6. The AFEB briefs the evaluation report and recommendations to the FDO. At this time, the AFEB may also recommend to the FDO any significant changes for revision.

7. The FDO may consider all available information including: the Award Fee Report (AFR); information originating from day-to-day operations; the Contractor's optional self-evaluation; and his/her own observations relating to the above performance objectives in determining the amount of award fee earned during the period. DOE will use its best efforts to determine the award fee earned and issue an award fee determination letter to the Contractor within 90 calendar days after the end of the evaluation period.

8. The FDO may also consider fee reductions according to Contract Clause B.11,
**Fee Reductions, and B.12, Small Business Subcontracting Fee Reduction.**

9. The FDO provides recommended fee amount to the CO.

NOTE: HCA Directive 2.1, Rev. 1, Fee Determination Officials Guidance for Office of Environmental Management Concurrence on all FDO Decisions, requires the FDO submit to the EM HCA, prior to issuance of any fee decision to the Contractor on Contracts over $20 million, a copy of the complete fee decision documents/file for headquarters review, including a copy of the Performance Evaluation Board report. The HCA will use these documents to validate that the award fee process was properly executed.

For Contracts over $20 million that contain only performance based incentives, the FDO must send a copy of the fee determination, along with the documentation of the performance based incentive process for that Contract, to the HCA no later than two weeks after the fee determination is made. That information will be used to validate that performance based incentives are being properly executed.

10. The CO provides the following documents with a request for HCA approval of final fee determination/award:
   a. PEMP
   b. AFEB Report with recommendation to FDO
   c. Draft FDO letter to Contractor
   d. Fee Determination Scorecard per SRM 540.1.1A, Fee Posting Requirements

11. Upon HCA approval, the CO issues a Contract modification authorizing payment of the award fee earned amount.

5. Fee Process Documentation

1. The AFEB is responsible for documenting evaluations and assessments conducted, results obtained, award fee meetings with Contractor personnel, and maintaining a file of backup documentation to the PEMP. The AFEB Official Contract File will contain all of the documentation developed by the AFEB.

2. The CO, in coordination with the Office of Chief Counsel, will make a recommendation to the FDO as to what information should be released to the Contractor to accompany the fee determination letter. The CO may elect to use the AFEB documentation as a basis to satisfy requirements of FAR 42.15, Contractor Performance Information, through the Contract Performance Assessment Reporting System (CPARS) according to SRM 540.1.1A, Contractor Performance Reporting.

3. The PM will formally document all performance assessments in the Site Tracking, Analysis, and Reporting (STAR) system in accordance with SRM 226.1.1E, Integrated Performance Assurance Manual (IPAM).

4. Records generated by this directive will be controlled and maintained according to
6. Fee Plan Change Procedures

6.1. Right to Make Unilateral Changes

The PEMP may be revised unilaterally at any time during the evaluation period; but the revised PEMP, or revised portion thereof, shall not be effective until 1 calendar day after the Contractor receives the revised PEMP.


The method to be followed for changing plan coverage is the same procedure as Section 3, Method for determining fee bearing work.

1. Personnel involved with the fee process are encouraged to recommend changes in Plan coverage with a view toward changing Performance Areas, motivating higher performance levels or improving the award fee determination process.

2. The AFEB will coordinate identified changes with the Contractor. Sixty calendar days prior to the end of each evaluation period, the AFEB will submit to the FDO for approval proposed changes applicable to the next evaluation period, with appropriate comments and justification, or inform the FDO that no changes are recommended for the next period.

3. The CO may unilaterally change this plan prior to the beginning of an evaluation period. The contractor will be notified of changes to the plan by the CO, in writing, before the start of the affected evaluation period. The PEMP may be revised unilaterally at any time during the evaluation period; but the revised PEMP, or revised portion thereof, shall not be effective until 1 calendar day after the Contractor receives the revised PEMP.

7. Award Fee – Performance Rating

Continuous improvement is an implicit goal within SRS. Award fee is applied to this Contract to motivate contract level performance to minimize risk of cost overruns; reduce overall number of changes (e.g., Baseline Change Proposals (BCP), contract modifications, etc.) for scope, cost and schedule. Measurement of performance will be evaluated using objectively measurable Performance Based Incentives (PBI) and subjective criteria for contract level requirements. Award Fee PBI is different from the Target Activity PBI. Award Fee PBI is applied to work scope with a specific deliverable, such as completion of a specific milestone.

The Contractor will provide timely, accurate, reliable and actionable project and Contract cost, schedule, performance, risk, and forecast data, reports and information.
Table 1: Available Award Fee

<table>
<thead>
<tr>
<th>Gov't Fiscal Year</th>
<th>Available Award Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY17</td>
<td>TBD</td>
</tr>
<tr>
<td>FY18</td>
<td>TBD</td>
</tr>
<tr>
<td>FY19</td>
<td>TBD</td>
</tr>
<tr>
<td>FY20</td>
<td>TBD</td>
</tr>
<tr>
<td>FY21</td>
<td>TBD</td>
</tr>
<tr>
<td>FY22</td>
<td>TBD</td>
</tr>
<tr>
<td>FY23</td>
<td>TBD</td>
</tr>
<tr>
<td>FY24</td>
<td>TBD</td>
</tr>
<tr>
<td>Base Period Total</td>
<td>TBD</td>
</tr>
<tr>
<td>FY24</td>
<td>TBD</td>
</tr>
<tr>
<td>FY25</td>
<td>TBD</td>
</tr>
<tr>
<td>FY26</td>
<td>TBD</td>
</tr>
<tr>
<td>FY27</td>
<td>TBD</td>
</tr>
<tr>
<td>Option Period Total</td>
<td>TBD</td>
</tr>
<tr>
<td>Contract Total</td>
<td>TBD</td>
</tr>
</tbody>
</table>

Table 1, *Available Award Fee*, illustrates the award fee earning potential following the evaluation process below. The available annual award fee will be based on the annual total estimated contract cost. No fee may be earned during contract transition.

Award fee is that portion of available fee measured with an adjectival rating to evaluate technical performance, cost control, schedule performance and business relations / management for the overall Contract during the evaluation period. PBIs will be used as part of the evaluation for Award Fee. Milestones representing a specific portion of the Available Award Fee allocated or projected for the evaluation period shall be designated as subject to a Cost Control evaluation. Adjectival measurement will also be used in addition to evaluation of completion of Target Activity PBIs. In order to provide for consistency across the Complex, DOE-SR will use the five tier adjectival ratings and definitions set forth in Table 4: *FAR Award Fee Rating*.

In an effort to identify strengths and weaknesses in performance, the AFEB, as identified in the PEMP, conducts informal evaluations with site Federal and Contractor organizations to solicit feedback on Contractor performance in five topical areas:

- Technical Quality
- Cost Control
- Schedule (timeliness)
- Business Relations
- Regulatory Compliance

Federal and Contractor performance evaluations may be completed congruently with
other reviews to improve use of oversight staff and efficiency in preparing monthly performance reports. The implementation methodology to ensure the structured process is executed is described below:

1. The AFEB establishes Performance Goals that will be continuously measured throughout the Contract Period of Performance. The following Performance Goals must consider quality of products and services, as well as management of schedules and cost, in order to be fully successful. Refer to Appendix 2: Award Fee Performance Objectives and Evaluation Criteria for full description and evaluation criteria. The following table identifies Performance Goals and percentage of measurement to total performance within the evaluation period.

Table 2: Performance Goals

<table>
<thead>
<tr>
<th>Performance Goal</th>
<th>% of Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality of nuclear safety and quality culture</td>
<td>30%</td>
</tr>
<tr>
<td>Quality and effectiveness of Environment, Safety, Health and Quality Assurance (ESH&amp;QA) Program,</td>
<td>10%</td>
</tr>
<tr>
<td>Quality and effectiveness of project management: EVM is effectively integrated and used for program management.</td>
<td>20%</td>
</tr>
<tr>
<td>Variance analysis, quality of trending, forecasting and effectiveness of corrective measures, in performance reports.</td>
<td>15%</td>
</tr>
<tr>
<td>Accuracy, timeliness, and consistency of billing and cumulative performance data; and integration of subcontractor data.</td>
<td>15%</td>
</tr>
<tr>
<td>Condition of Plant: Baseline discipline and system compliance.</td>
<td>10%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

2. Within each Performance Goal, Contract performance is further broken down into three main categories: Technical or the quality of products and processes; Schedule development and adherence; and Cost estimating and ability to control expenditures. The following is weighting criteria and its value to overall service and delivery according to the Contract. Performance Goal success is measured by the Performance Criteria. Each performance criteria is assigned a weight to communicate its level of importance.

Table 3: Performance Criteria Weight
Award Fee Goal Performance Criteria

Weight

<table>
<thead>
<tr>
<th>Performance Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical</td>
<td>55%</td>
</tr>
<tr>
<td>Quality of Work Products</td>
<td>40%</td>
</tr>
<tr>
<td>Quality of Work Process</td>
<td>15%</td>
</tr>
<tr>
<td>Schedule</td>
<td>20%</td>
</tr>
<tr>
<td>Cost Control</td>
<td>25%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>

Performance Goals are evaluated using Performance Criteria. Full Award Fee Performance is measured with an adjectival rating. The Contractor will receive an adjectival grade and numerical score. DOE-SR uses the five tier adjectival ratings and definitions identified in FAR 16.4 described below.

Table 4: FAR Award Fee Rating

<table>
<thead>
<tr>
<th>Award-Fee Adjectival Rating</th>
<th>Award-Fee Pool Available To Be Earned</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent</td>
<td>91%--100%</td>
<td>Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the Contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.</td>
</tr>
<tr>
<td>Very Good</td>
<td>76%--90%</td>
<td>Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the Contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.</td>
</tr>
<tr>
<td>Good</td>
<td>51%--75%</td>
<td>Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the Contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.</td>
</tr>
<tr>
<td>Satisfactory</td>
<td>No Greater Than 50%</td>
<td>Contractor has met overall cost, schedule, and technical performance requirements of the Contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.</td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>----------------</td>
<td>----</td>
<td></td>
</tr>
</tbody>
</table>

Contractor has failed to meet overall cost, schedule, and technical performance requirements of the Contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Appendix 1: Award Fee Performance Objectives and Evaluation Criteria

As described in Section 7, Award Fee – Performance Rating, the following Performance Goals will be evaluated as part of the process described in Section 4, Method for documenting performance evaluation and recommending fee. Section B of the Contract identifies a fee value designated for this type of performance for the entire base period of the Contract. A percentage of the total available award fee may be earned after each evaluation period as determined by the FDO. Additionally, no award fee shall be paid until the Contractor has a DOE-approved full PMB.

<table>
<thead>
<tr>
<th>MANAGEMENT #1: Quality of nuclear safety and quality culture</th>
<th>FAR Adjective</th>
<th>Evaluation Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent</td>
<td>Meets all the VERY GOOD requirements plus: Proactive, innovative use of nuclear safety and quality culture by entire Contractor team. Plans and implements continual process improvement in using nuclear safety and quality culture.</td>
<td></td>
</tr>
<tr>
<td>Very Good</td>
<td>Meets all of the GOOD requirements plus: Contractor team develops and sustains effective communication of performance status on a continual basis with the Government.</td>
<td></td>
</tr>
<tr>
<td>Good</td>
<td>Meets all the SATISFACTORY requirements plus: Nuclear safety and quality culture is effectively integrated into program management reviews and is a primary tool for program control and decision-making.</td>
<td></td>
</tr>
<tr>
<td>Satisfactory</td>
<td>Contractor team uses nuclear safety and quality culture performance data to make program decisions as appropriate.</td>
<td></td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td>Contractor fails to meet criteria for satisfactory performance.</td>
<td></td>
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<th></th>
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<tbody>
<tr>
<td>Excellent</td>
<td>Meets all the VERY GOOD requirements plus: Effective, timely communication of ESH&amp;QA status to the Government. Issues are proactively managed.</td>
<td></td>
</tr>
<tr>
<td>Very Good</td>
<td>Meets all of the GOOD requirements plus: Contractor actively reviews and manages ESH&amp;QA progress. Clear and accurate status reporting to the Government.</td>
<td></td>
</tr>
<tr>
<td>Good</td>
<td>Meets all the SATISFACTORY requirements plus: Contractor's management system is structured for oversight of ESH&amp;QA performance.</td>
<td></td>
</tr>
<tr>
<td>Satisfactory</td>
<td>Contractor routinely reviews the ESH&amp;QA performance measurement and baseline.</td>
<td></td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td>Contractor fails to meet criteria for satisfactory performance.</td>
<td></td>
</tr>
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</table>

| MANAGEMENT #3: Quality and effectiveness of project management: EVM is effectively integrated and used for program management. | FAR Adjective | Evaluation Criteria |

J-14-17
### Savannah River Site Liquid Waste Services

**Draft Solicitation No. DE-SOL-0008913**

Section J-14

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<table>
<thead>
<tr>
<th><strong>Excellent</strong></th>
<th>Meets all of the VERY GOOD requirements plus: Contractor consistently submits a high quality estimate at completion that is current and realistic. Reported expenditure profiles are accurate. Develops comprehensive, clear schedule data that provides excellent correlation with technical performance measures and cost performance reports and permits early identification of problem areas. Schedule milestone tracking and projections are accurate and recognize potential program impact.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Very Good</strong></td>
<td>Meets all of the GOOD requirements plus: Expenditure forecasts reflect constant scrutiny to ensure accuracy and currency. Contractor prepares and develops program cost and schedule data that provides clear Government visibility into current and forecast program costs and schedule. Schedule milestone tracking and projections are very accurate and reflect true program status. Keeps close and timely communications with the Government.</td>
</tr>
<tr>
<td><strong>Good</strong></td>
<td>Meets all of the SATISFACTORY requirements plus: All requirements for additional funding and schedule changes are thoroughly documented and justified. Expenditure forecasts are consistent and logical and based on program requirements. Contractor acknowledges cost growth (if any) in the current reporting period and provides well documented forecasts.</td>
</tr>
<tr>
<td><strong>Satisfactory</strong></td>
<td>Provides procedures for delivering realistic and up-to-date cost, and schedule forecasts as presented in Contract Performance Report, formal estimate at completion, Contract Funds Status Report, Integrated Master Schedule, etc. The forecasts are complete and consistent with program requirements and are reasonably documented.</td>
</tr>
<tr>
<td><strong>Unsatisfactory</strong></td>
<td>Contractor fails to meet criteria for satisfactory performance.</td>
</tr>
</tbody>
</table>

### MANAGEMENT #4: Variance analysis, quality of trending, forecasting and effectiveness of corrective measures, in performance reports.

<table>
<thead>
<tr>
<th><strong>FAR Adjective</strong></th>
<th><strong>Evaluation Criteria</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Excellent</strong></td>
<td>Meets all of the VERY GOOD requirements plus: Change proposals are stand-alone and require no iteration for Government understanding. Contractor communicates during the proposal preparation phase and effectively resolves issues before submission.</td>
</tr>
<tr>
<td><strong>Very Good</strong></td>
<td>Meets all of the GOOD requirements plus: Change proposal data is traceable and provides visibility to the Government to support a detailed technical review and thorough cost analysis. Only minor clarification is required. Potential cost savings are considered and reported in the proposal.</td>
</tr>
<tr>
<td><strong>Good</strong></td>
<td>Meets all of the SATISFACTORY requirements plus: Detailed analysis is provided for subcontractor and material costs.</td>
</tr>
<tr>
<td><strong>Satisfactory</strong></td>
<td>Change proposal data, including subcontractor data, is logically organized and provides adequate visibility to the Government to support technical review and cost analysis. A basis of estimate is documented for each element. When insufficient detail is provided, the Contractor provides it to the Government on request. Proposal is submitted by mutually agreed to due date.</td>
</tr>
<tr>
<td><strong>Unsatisfactory</strong></td>
<td>Contractor fails to meet criteria for satisfactory performance.</td>
</tr>
</tbody>
</table>

### MANAGEMENT #5: Accuracy, timeliness, and consistency of billing (e.g., costs) and cumulative performance data; and integration of subcontractor data.

<table>
<thead>
<tr>
<th><strong>FAR Adjective</strong></th>
<th><strong>Evaluation Criteria</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Excellent</strong></td>
<td></td>
</tr>
<tr>
<td>Excellent</td>
<td>Meets all of the VERY GOOD requirements plus: Provides suggestions and when appropriate, proposals to the program office for initiatives that can reduce future costs. Implements cost reduction ideas across the program and at the subcontract level. Identifies (and when appropriate implements) new technologies, commercial components, and manufacturing processes that can reduce costs.</td>
</tr>
<tr>
<td>Very Good</td>
<td>Meets all of the GOOD requirements plus: Provides measures for controlling Contract cost at or slightly below target cost. Provides suggestions to the program office and implements them when appropriate. Implements some ideas for cost reduction.</td>
</tr>
<tr>
<td>Good</td>
<td>Meets all of the SATISFACTORY requirements plus: Establishes means to stay within target cost. Provides good control of all costs during Contract performance.</td>
</tr>
<tr>
<td>Satisfactory</td>
<td>Controls self and subcontractor cost performance to meet program objectives.</td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td>Contractor fails to meet criteria for satisfactory performance.</td>
</tr>
</tbody>
</table>

**MANAGEMENT #6: Condition of Plant: Baseline discipline and system compliance.**

<table>
<thead>
<tr>
<th>FAR Adjective</th>
<th>Evaluation Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent</td>
<td>Meets all of the VERY GOOD requirements plus: Variance analysis is extremely thorough. Contractor proactively keeps the Government informed of all problem areas, the causes, emerging variances, impacts, and corrective action. Contractor keeps the Government informed on progress made in implementing the corrective action plans. Analysis is fully integrated with risk management plans and processes.</td>
</tr>
<tr>
<td>Very Good</td>
<td>Meets all of the GOOD requirements plus: Contractor always keeps the Government informed of problem areas, the causes, and corrective action. Variance analysis is thorough and is used for internal management to control cost and schedule. Detailed explanations and insight are provided for schedule slips or technical performance that could result in cost growth. The Government rarely requires further clarification of the analysis.</td>
</tr>
<tr>
<td>Good</td>
<td>Meets all of the SATISFACTORY requirements plus: Contractor routinely keeps the Government informed of problem areas, the causes, and corrective action. Explanations are updated on a monthly basis. Action taken to analyze potential risks for cost and schedule impacts.</td>
</tr>
<tr>
<td>Satisfactory</td>
<td>Variance analysis is sufficient. Contractor usually keeps the Government informed of problem areas, the causes, and corrective action. When insufficient detail exists, the Contractor provides it to the Government promptly upon request.</td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td>Contractor fails to meet criteria for satisfactory performance.</td>
</tr>
</tbody>
</table>
Appendix 2: Target Activity Performance Based Incentives (PBI) and Evaluation Criteria

Refer to Contract Section B.8, Target Activity PBI Fee, for a description of PBI fee calculation for salt waste processing and disposition, bulk waste removal, and tank closures. The Target Activity PBI fee earned by the Contractor will be determined at the completion of each evaluation period.

**Base Period**

Target Activity PBI Rate #1 – Salt Waste Processing (Rate per gallon) [To be inserted]

Target Activity PBI Rate #2 – Bulk Waste Removal (Rate per tank) [To be inserted]

Target Activity PBI Rate #3 – Waste Tank Closures (Rate per tank) [To be inserted]

**Option Period**

Target Activity PBI Rate #4 – Salt Waste Processing (Rate per gallon) [To be inserted]

Target Activity PBI Rate #5 – Bulk Waste Removal (Rate per tank) [To be inserted]

Target Activity PBI Rate #6 – Waste Tank Closures (Rate per tank) [To be inserted]
Appendix 3: Graphical Representation of Fee

Refer to Contract Section B for a complete description of available award fee and target activity PBI fee that can be earned under this Contract. The following graphic generally demonstrates the fee earning potential under this Contract, which is highly dependent on successful Contractor performance.

Note: This graph is by Government fiscal year, and is not to scale.
July 6, 2016

The Honorable Monica C. Regalbuto
Assistant Secretary for Environmental Management
Department of Energy
1000 Independence Ave SW
Washington, DC 20585-0113

Dear Dr. Regalbuto:

As the Office of Environmental Management works to finalize the request for proposals for the Los Alamos Legacy Cleanup Contract (DE-SOL-0008109), we write to urge you to consider incorporating several important changes to help maximize opportunities for local businesses and support the future economic development of northern New Mexico.

First, we believe the final RFP should specify that at least 30% of the contract’s annual funding be set aside for small businesses subcontracts. Northern New Mexico communities depend heavily on LANL for employment and regional economic development through the many subcontracts awarded to local companies. These local subcontractors currently provide critical support to EM’s ongoing cleanup efforts in a broad variety of areas. Subcontracting with local businesses also helps sustain an important technical workforce pool in northern New Mexico. Before the onset of the 3706 transuranic waste removal campaign nearly all of the corrective actions work had been subcontracted by LANL to small businesses. We believe the nature of much of the required cleanup work, with appropriate contract flexibility for higher risk cleanup jobs, is well suited for small business subcontracting and urge you to specify a minimum set aside of 30% of the contract.

We are pleased the draft RFP incorporates major portions of the Regional Purchasing Program from EM’s current bridge contract. In particular, the draft RFP requires the contractor to maximize procurement opportunities for northern New Mexico businesses and provides a 5% price preference. We believe continuing the current Regional Purchasing Program in the final RFP will help build and sustain a strong supplier base in northern New Mexico to support all EM-funded cleanup efforts. However, we are concerned the draft RFP did not incorporate the requirement in the existing Regional Purchasing Program to flow-through community support activities to all major subcontractors. Though the draft requires the contractor to encourage all subcontractors to participate in community support activities, we believe the final RFP should continue to require the contractor to include the submittal and evaluation of “Subcontractor Regional and Community Development Plans” as part of any solicitation for subcontracts valued at $5 million and above.
We also appreciate that the draft RFP continues to require the contractor to submit an annual Community Commitment plan. We strongly believe the contractor should be required to be engaged and a constructive partner to the communities in northern New Mexico, the eight northern pueblos, and the citizens of the State of New Mexico. The ability of the contractor to be an active member and contributor to the community will be critical to the successful completion of the required cleanup work and to the sustainable economic use of the site. Because of strong public interest in the legacy cleanup contract, we ask that EM include community engagement as an evaluation criterion in the final RFP.

Finally, we are pleased the draft RFP includes appropriate provisions to help protect the jobs of the existing workforce, including right of first refusal, hiring preference and protection of pay, benefits and pensions.

The cleanup activities to be managed by the new contractor will play a critical role in supporting the economy and future development of northern New Mexico. We believe it is essential that the RFP require that local businesses and experienced workers continue to be fully involved in the cleanup effort and that the contractor develops a strong and meaningful partnership with the community. We appreciate your careful consideration to each of our specific requests.

Sincerely,

TOM UDALL
United States Senator

MARTIN HEINRICH
United States Senator

BEN RAY LUBAN
Member of Congress
NEWS RELEASE  
June 24, 2016

Contact:  Allison Scott Majure, Communications Director  
New Mexico Environment Department  
505.231.8800 | Allison.majure@state.nm.us

Consent Order Governing Legacy Cleanup at Los Alamos Finalized  
Agreement Focuses on Cleanup & Supporting Stronger Federal Funding Requests

Santa Fe – Today, the New Mexico Environment Department signed and finalized the Consent Order between the State of New Mexico Environment Department and the U.S. Department of Energy’s Environmental Management office which will guide and govern the cleanup of legacy waste at Los Alamos National Laboratory.

“The new Consent Order will accelerate the pace of environmental restoration activities in and around Los Alamos,” said New Mexico Environment Secretary Ryan Flynn. “While the previous version of the Consent Order allowed valuable investigative work to be accomplished, the revised Consent Order will now prioritize cleanup activities.”

The Consent Order is a settlement agreement between the Environment Department and the Department of Energy that provides the process in which investigation and remediation of contamination from legacy waste management activities at Los Alamos National Laboratory occurs. A recent report from the Department of Energy estimates the remaining scope of work required under the Consent Order will cost up to $3.8 billion and take 19 years under current funding levels.

Any cleanup work that was not completed under the former 2005 Consent Order is carried forward into the 2016 Consent Order. Flynn explained, “The 2016 Consent Order serves as a stronger tool for substantiating federal budget requests for increased cleanup funds. After seeing federal cleanup dollars drop to $189M last year, the Environment Department articulated the emphasis on expediting cleanup within the 2016 Consent Order to get the work done and to help Los Alamos to demonstrate the tangible results that support greater federal appropriations. We believe an annual appropriation of $255M is more appropriate for the site.”

###

The Environment Department’s mission is to protect and restore the environment and to foster a healthy and prosperous New Mexico for present and future generations.
July 7, 2016

Dr. Monica C. Regalbuto  
Assistant Secretary for Environmental Management  
U.S. Department of Energy  
Office of Environmental Management  
1000 Independence Ave., SW  
Washington, DC 20585

Dear Dr. Regalbuto,

In the spirit of collaboration and the building of a bright future with Environmental Management at Los Alamos National Laboratory, we write to you concerning our negative experience with the recent Request for Proposal (RFP) process as community members navigating the process of engaging with our site office and any potential Offerors. Our communities were a clear afterthought in the RFP process even though this is for a contractor to clean up the contamination in our communities with a term of up to 10 years and a value of up to $1.7B. Our objective is to have a clear path to communicating with potential contractors, to ensure they understand the makeup of our communities and that the community is host to not only their work, but also their homes, schools, activities, and other community connection points they may want to engage in.

EM Needs to Create a Standard Procedure for Engaging the Community on RFPs.

The key issue we would like to address centers on the provision of a more standard procedure for engaging community leaders and stakeholders through contract transition and introduction to new contractor key personnel, specifically one that would allow us to engage with new and potential contractors and EM officials throughout the process. Included in this process should be the assurance that EM provide for planning and communication to communities and stakeholders, as well as ensuring that communities are an integral part of the full acquisition process.

We know that EM does not control the contractors or even whether a contractor decides to engage with the community. However, EM should develop a process that recognizes that EM’s customer is the community. The community is the most impacted by EM’s contractor hiring decisions. DOE’s process did not work well because of planning and coordination issues that should have been integral into the EM RFP process.

We ask for protocol and process for community engagement at LANL because our communities would like to be able to develop a relationship with any potential contractor. It is essential to us to be able to connect with these companies so we can welcome and introduce them to our communities, help them gain access to community connectivity, and finally to help any contractor understand what it means to be a high-quality corporate partner. Most notably through the draft RFP process for the Los Alamos Legacy Cleanup Contract (LLCC), we have found it challenging to understand how to plug into the acquisition process so that we may develop a relationship with a potential contractor interested in the LLCC work.

Our LLCC contract journey began at the Energy Communities Alliance meeting on May 12-13, 2016 in Washington, DC when our organization learned for the first time about the Industry Day planned for potential contractors on June 7-9, 2016. It was at this ECA meeting we were learning of the many difficulties community leaders and organizations were having engaging with EM leadership and contractors at other EM sites (we learned that every EM site has this issue). After the meeting a key EM official speaking on this issue, made an attempt to make arrangements for our elected officials to meet with EM-LA officials managing the LLCC process. Despite EM’s attempt to set up this meeting including several follow-up attempts, the meeting was never scheduled or confirmed.
Through the month of May as we awaited the arrival of the draft LLCC RFP, we found out at the end of the month from EM-LA that there would be no other means for our communities and stakeholders to introduce themselves to any prospective contractor, aside from creating our own methodology to connect with them at Industry Day. With just a week until Industry Day, our organization planned a Community Gathering on the final evening of Industry Day. We invited other community collaborators and a sponsor to help support this initiative, asking EM-LA officials what would be an appropriate way to invite prospective contractors to attend. We were pointed to an outdated list of potential contractors who attended the pre-solicitation conference the previous year in April of 2015.

During the time we were planning our own community gathering, we received an email notice from EM-LA in the late afternoon of Wednesday, June 8th that a Community Day was planned for 3:00-5:00p on Monday, June 13, 2016 (two business days later). The Los Alamos Daily Post was the only known public invitation, and the notice went out at 8:30a on Monday, June 13th (the day of the event). This notification provided very little time to get the word out on this meeting, therefore the attendance was very low and EM’s plan of involvement back-fired on EM as it caused more frustration in the community. Though we understand it was to occur within the draft RFP review timeframe, it put the community and the stakeholders in a very difficult position. It is very disappointing that EM would plan a Community Day with such little notice and to display such disrespect for the schedule of community leaders who represent DOE as one of their key customers.

Finally, we were left on our own to navigate through the draft RFP process with little to no consideration by EM and its local leadership. We found it incredibly difficult to do all we needed to do in such a short amount of time to both organize community leaders and stakeholders, while performing our own review of the Draft RFP. There was a tremendous amount of strained effort on the community to collect the ideas and opinions of all of our community collaborators and organizations, interested offerors and other organizations to discuss our own ideas, address questions, and ensure we were all heard.

Though the Regional Coalition was able to get commentary in by June 24, we hope this process can be improved in other communities and for future acquisitions. We also hope as responses to the draft RFP are made known, the final RFP is released and potential contractors are selected for their ability to cleanup legacy damage and become an integral part of our community and that future community engagement is more integral to agency’s acquisition process. Remember, it is the local communities that carry the highest liability for the cleanup and operation of EM sites. It is our workforce, our homes, and our reputation that stand to lose if failure occurs due to ineffective processes.

Thank you for your time and consideration in reviewing the RFP process as it relates to connecting with the surrounding community. We look forward to your response and to building a strong relationship with the local office and EM. Our Executive Director, Andrea Romero can be reached at Andrea Romero, RCLC Executive Director

Sincerely,

Chair, Commissioner Barney Trujillo, Rio Arriba County
Vice Chair, Javier Gonzales, Mayor of Santa Fe
Secretary/Treasurer, Councilor Kristín Henderson, Los Alamos County
Mayor Alice Lucero, City of Española
Commissioner Henry Roybal, Santa Fe County
Rep. Ron Lovato, Pueblo of Ohkay Owingeh
Lt. Governor Ward Yeppa, Pueblo of Jemez
Councilor Darien Fernández, Town of Taos
Commissioner Mark Gallegos, Taos County
Andrea Romero, RCLC Executive Director
CC: Senator Martin Heinrich, U.S. Senate
        Senator Tom Udall, U.S. Senate
        Representative Ben Ray Luján, U.S. House of Representatives
        Doug Hintze, Director of Environmental Management, Los Alamos
        Doug Sayre, Chair of Northern New Mexico Citizens’ Advisory Board
        Seth Kirshenberg, Executive Director, Energy Communities Alliance
Editorial: Nuclear deterrence key to never detonating the bomb

By Albuquerque Journal Editorial Board
Tuesday, June 28th, 2016 at 12:02am

In 2009, President Barack Obama used his first big foreign policy speech to announce his vision of a nuclear-free world. Just hours earlier, North Korea had launched a long-range rocket. Last Wednesday, North Korea test-launched two medium-range ballistic missiles it claimed can hit North America. Looks like somebody didn’t get the utopian memo.

That includes the anti-war and disarmament protesters who gathered outside an Albuquerque hotel last week where the head of the U.S. Strategic Command spoke on nuclear deterrence.

While Adm. Cecil D. Haney simply laid out the need to keep the nation’s nuclear deterrents – strategic bombers, land-launched missiles and submarine-launched missiles – viable and current, protesters outside held up posters saying “One Bomb is Too Many.”

One could add, especially if it’s in the hands of those who hate America and its First Amendment right to protest outside a hotel. Turns out, that’s a dangerous thing to do in North Korea. And many bombs are already in those hands.

According to the Stockholm International Peace Research Institute (SIPRI), eight nations in addition to the United States – the United Kingdom, France and Israel, who are clear allies of the U.S.; as well as India, Pakistan, Russia, China and North Korea – have approximately 16,300 nuclear weapons. Now factor in emerging nuclear powers like Iran and terrorist groups who seek to arm-up through black-market purchases or theft.

And members of the nuclear club aren’t just sitting on their stockpiles.

In the last decade, North Korea has tested nuclear explosive devices in 2006, 2009, 2013, and 2016, according to the Nuclear Threat Initiative.

In addition, on April 21 the London Daily Mirror reported, “China has allegedly tested a weapon of mass destruction capable of hitting London and other major European or American cities in just 30 minutes. The People’s Republic reportedly fired a nuke called the Dongfieng-41, which has the longest range of any missile in the world.”

And Time magazine spent its April 4 issue explaining “Why Russia Is Rebuilding Its Nuclear Arsenal” and pointed out “over the course of Obama’s presidency, Russia has managed to negotiate deep cuts to the U.S. arsenal while substantially strengthening … its own.”

Haney told the group of defense contractors and employees, military officials, and academics at the 2016 Strategic Deterrent Coalition Symposium that to keep adversaries and potential adversaries in check, America must update its aging arsenal to maintain “a safe, secure, effective and ready nuclear deterrent.”

Most residents of New Mexico – a state with a long nuclear history and extensive expertise in nuclear weapons research and production – understand that.

Obama acknowledged in his 2009 speech that a world without nuclear weapons “will not be reached quickly – perhaps not in my lifetime.”

And it simply cannot happen unless and until our nation’s nuclear foes are no longer armed and dangerous.

This editorial first appeared in the Albuquerque Journal. It was written by members of the editorial board and is unsigned as it represents the opinion of the newspaper rather than the writers.
U.S. must maintain nuclear capability, commander warns
By Charles D. Brunt / Journal Staff Writer
Wednesday, June 22nd, 2016 at 12:05am

ALBUQUERQUE, N.M. — America is quickly running out of time to ensure the viability of its nuclear deterrence and must invest the funds to upgrade not only its nuclear weapons stockpile, but the missiles, submarines and bombers capable of delivering a strike we hope we never have to make.

That’s what Adm. Cecil D. Haney, commander of U.S. Strategic Command, told about 250 defense contractors, defense employees, military officials and academics attending the 2016 Strategic Deterrent Coalition Symposium on Tuesday at Crowne Plaza Albuquerque.

“We’re fast approaching the point where having an effective nuclear deterrent will be put at risk,” without those steps, he said.

In his current post, Haney – who has commanded submarines, sub groups and the U.S. Pacific Fleet – is responsible for preventing strategic attacks against the U.S. and its allies.

The event was sponsored by the nonprofit Strategic Deterrent Coalition, dedicated to education of decision-makers on the importance of a “valid nuclear triad” – strategic bombers, land-launched missiles and submarine-launched missiles – according to its board president, Sherman McCorkle.

Haney presented an overview of the world’s “strategic environment” which he said may be at its most precarious point in history – in large part because of the actions of Russia, China, North Korea, Iran and extremist groups such as the Islamic State and al-Qaida.

Russia poses a threat just by virtue of the size of its nuclear arsenal, which it continues to modernize, but it’s also improving its conventional military forces, maintaining a significant quantity of non-strategic nuclear weapons and aggressively pursuing new war-fighting technologies, he said.

Coupled with Russian President Vladimir Putin’s rhetoric and “destabilizing actions in Syria and Ukraine,” Haney cautioned that “Russia must understand that it would be a serious miscalculation to consider nuclear escalation as a viable option.”

North Korea continues to undermine regional stability by conducting nuclear tests and advancing its ballistic missile technology, Haney said.

Iran’s continued involvement in Middle East conflicts and development of ballistic missile programs and cyberspace capabilities require vigilance, particularly if there are any shifts in Iran’s nuclear ambitions, he said.

And the United States is part of an international campaign against violent extremist organizations groups “seeking to destroy our democratic way of life.”

To effectively keep adversaries and potential adversaries in check, America must maintain “a safe, secure, effective and ready nuclear deterrent.”

All three legs of the “nuclear triad” must receive the considerable investments to ensure their long-term viability, he said.

“Today, our stockpile is the oldest it’s ever been, with the average age of a (nuclear) warhead at 27 years and growing,” he said.

The nation’s national security labs – like Sandia, Los Alamos and Lawrence Livermore – are key to ensuring the viability of the nuclear arsenal.

Despite the challenges, Haney said, “U.S. Strategic Command is a ready force capable of delivering comprehensive war-fighting solutions.”
## Regional Coalition of LANL Communities
### Meetings at a Glance – August, September, October

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>POTENTIAL BUSINESS ITEMS</th>
<th>POTENTIAL BRIEFING ITEMS</th>
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</thead>
<tbody>
<tr>
<td><strong>Friday, August 12</strong>&lt;br&gt;9:00-11:00a&lt;br&gt;Santa Fe County Chambers</td>
<td>• Consent Order Finalization outcome and way forward on milestones&lt;br&gt; • Honoring Board Past Board Members</td>
<td>DOE-EM&lt;br&gt;Way forward on M&amp;O contract transition plan&lt;br&gt;NMED&lt;br&gt;Changes/updates to RFP and reflection on our comments/feedback</td>
</tr>
<tr>
<td><strong>Friday, September 9</strong>&lt;br&gt;9:00-11:00a&lt;br&gt;Ohkay Owingeh Conference Center</td>
<td>• Workforce discussion on housing in the region&lt;br&gt; • Finalizing EM budget understanding and FY18 advocacy plan</td>
<td>Feynman Center of Innovation&lt;br&gt;Tech Transfer Overview – challenges, successes and opportunities going forward</td>
</tr>
<tr>
<td><strong>Friday, October 14</strong>&lt;br&gt;9:00-11:00a&lt;br&gt;Taos County Council Chambers</td>
<td>• Review of regional attraction guide&lt;br&gt; • Review of DOE Cleanup Workshop&lt;br&gt; • Preparation for ECA Intergovernmental Meeting</td>
<td>DOE-EM&lt;br&gt;Understanding FY18 Budget Request</td>
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### Issues to watch:
- LANL Workforce Recruitment Planning
- Environmental Management Approval of LANL Cleanup Lifecycle Baseline Cost
- WIPP Recovery and Reopening dates
- Chromium Plume Campaign
- RDX Explosives Cleanup Campaign
- Other Environmental Campaign Priorities and Milestones Achieved
- Consent Order signing confirmation
- 2016 Community Commitment Plan funding and execution
- LANL Major Subcontractor – SCMC and procurement issues, clean up revamping efforts
- Federal Manhattan Park Construction and Content Planning
- DOE funding for FY18
- RDC regional procurement hub opportunity
- Jobs and Workforce at LANL
Regional Coalition of LANL Communities Board Meeting  
July 8, 2016  
Los Alamos County Municipal Building

**Topic:** Planning for NNM Community Engagement with the DOE/NNSA’s major contract competitions, including the EM-LA *Los Alamos Legacy Cleanup Contract* (LLCC) this year, and the overall LANL management contract next year.

- **Background - why we look at the Sandia M&O to teach us about LANL M&O process**

  DOE and NNSA continue to evolve solicitation strategies, particularly with regard to the competition of their large Management & Operating (M&O) contracts that include the three National Laboratories (Los Alamos, Sandia and Livermore), as well as the Testing Site in Nevada and four “production” sites. These include the Nevada National Security Site (NNS, formerly known as the Nevada Test Site), the Kansas City National Security Campus (NSC, formerly known as the Kansas City Plant), the Pantex Plant and Y-12 Security Complex (now combined into a single contract under the NNSA “Production Office”), and the Tritium Production work at the Savannah River Site. These sites/contracts are collectively known as the Nuclear Security Enterprise (NSE – formerly the Nuclear Weapons Complex). See [https://nnsa.energy.gov/aboutus/ourlocations](https://nnsa.energy.gov/aboutus/ourlocations) for more detailed information on each of these sites. See **Addendum I** for a graphic depiction of these sites, and a reference to a recent GAO report on the competition of the combined Y-12 and Pantex Plant contracts. Also, see **Addendum II** for a recent organization chart of NNSA that shows the Field Offices and the responsible managers on the bottom.

  In the past two years, the NSC and the NNSS contracts have been competed. Honeywell *Federal Manufacturing & Technologies*, the incumbent contractor for the NSC retained that contract last October, and is generally acknowledged as the highest performing M&O contractor in the NNSA Nuclear Security Enterprise, although their mission is more narrowly focused on non-nuclear manufacturing activities for the Nation’s nuclear stockpile and some work for other federal agencies (now being called strategic partnerships in the Sandia RFP). The NNSS contract was competed last year, with about five bidders seeking that contract. The incumbent, *National Security Technologies* (NSTec), which is a joint venture of Northrop Grumman Corporation and three other corporate partners, AECOM, CH2M Hill, and Babcock and Wilcox, submitted a rebid, but the award decision has not yet been made (proposals were submitted last December). An imminent award announcement is anticipated, with transition to occur in September.

  Three years ago, the Pantex Plant and Y-12 Security Complex contracts, each being managed at the time by Babcock & Wilcox, were combined into a single contract, and NNSA consolidated the operations of their two Field Offices in those locations under a single “Production Office”. The ensuing competition resulted in an award to **Consolidated Nuclear Security** (CNS), an LLC comprised of member companies Bechtel National, Inc.; Lockheed Martin Services, Inc.; Orbital ATK, Inc.; and SOC LLC, with Booz Allen Hamilton, Inc. as a teaming subcontractor. The award
was met with a long, drawn-out protest by the incumbent B&W that delayed the transition for over a year, which began when the protests were denied in March, 2014. This was an experiment by the NNSA to see if it could achieve cost savings by consolidating similar-missioned contracts. The jury is still out whether this approach has been successful, but as an example, another opportunity to consolidate contracts with the NSC (Kansas City contract) and Sandia was not pursued due in part to the issues that arose with the Pantex/Y-12 consolidation effort. See GAO 15-331, *Reports on the Benefits and Costs of Competing Management and Operating Contracts Needs to be Clearer and More Complete*, http://gao.gov/products/GAO-15-331.

The three “big” National Laboratory contracts are now in line for re-compete – Sandia National Laboratories is in process with proposals due July 13th; Los Alamos will most likely see RFP activity later in 2017, with a transition to occur in the fall of 2018 (based on the newly announced one-year extension); and Livermore will follow closely on the heels of the LANL competition. See Addendum III for a recent list of the contract competitions coming up in the DOE and NNSA.

In the past two years, ideas on the solicitation strategy have been tested publicly by NNSA, including a “Public Interest Model”, posited by then-Acting NNSA Administrator, Bruce Held, two years ago, who suggested that NNSA should consider re-evaluating the original construct of having a University-led, or Nonprofit-Led Management team, similar to the “old days” (University of California, AT&T, Battelle, etc). This not only ties into the general impression that the for-profit model used for Los Alamos and Livermore in the past decade has not provided the benefits expected, but also addresses what Congress and others consider to be excessive “profits” being made by the management teams (this is not true in a classic business sense, but continues to have an overriding impact on the solicitation strategy conversations).

This has all led up to the first of the three “big” competitions, the Sandia National Laboratories contract, which many view as a harbinger for what the Los Alamos and Livermore RFPs will look like. Most importantly to the Regional Coalition is the fact that in the Sandia RFP, NNSA is limiting the Fixed Fee that can be earned to only 1% of the contract costs, with an additional Cost-Plus-Award-Fee component of a ½% only for the core mission work (not the work done for other federal agencies). This ties more closely to the “Public Interest Model” that has been discussed for the past two years. These very low fees are not attractive to big businesses, and, in fact, depending on the liabilities that the management contractor must accept, may not be attractive even to universities or nonprofits. The lower fees also give the management contractor much less flexibility with respect to doing work in the community that is not an allowed contract cost. LANS demonstrated an extraordinary commitment to Northern New Mexico when their Award Fee was cut by 90% in 2014 - they still sustained their $3M/year commitment to the community – virtually half of the Award fee they did earn! The overriding issue, however, for the Regional Coalition is what happens if a nonprofit or university is awarded the contract and the NMGRT now being collected on the LANS contract goes away?
The Sandia RFP is also an indicator of other solicitation strategies – the technical response is limited to 35 pages, and only includes Past Performance; Laboratory Operations (Management Structure and Key Personnel); and Small Business Participation. These solicitation strategies are intended to simplify the structure of the responses, provide a more direct ability to compare the offerors’ proposals, simplify the selection process at NNSA, and, hopefully, avoid the time and cost associated with addressing bid protests after award.

If the Sandia competition “works out” we can expect the Los Alamos contract competition to mirror many of the elements used.

The EM LLCC contract competition is with a different element of the DOE (see organization charts for DOE in Addendum IV, and for EM in Addendum V), and reflects, perhaps, a slightly different mindset, particularly with respect to the type of work that is done, how the community surrounding that work interacts with the site, and other factors. However, DOE and NNSA people do talk, and both EM and NNSA are under the overarching oversight of the Secretary of Energy – so there is some synergy between the two contract competitions in Los Alamos. It is encouraging to see the focus in the DRAFT LLCC contract with respect to the recognition of Northern New Mexico small businesses, and the importance associated with engaging them into the overall success of the mission.

**Focus on how Community Commitment is required to be executed**

DOE has unique, legal contracting federal policies and requirements (acquisition regulations) that are in addition to the broader Federal Acquisition Regulations (FARs) used by all Government Agencies. They are called the DEARs (Department of Energy Acquisition Regulations), and apply very broadly to M&O contracts, and are also used for other contracting arrangements in the DOE.

Three DEAR clauses are of particular interest to the Regional Coalition – see Addendum VI for more details. These are:

- **DEAR 970.5226-1** Diversity plan
- **DEAR 970.5226-3** Community commitment.

The Sandia RFP includes all three of these clauses; however the exact implementation of them, how they are “scored” in the evaluation of proposals, and how they are subsequently tied to incentives such as award fees all play a pivotal role that should be of great interest to the Regional Coalition as the EM LLCC and Laboratory contracts are competed.

A useful exercise that the Regional Coalition might consider is to do a formal Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis of the current LANS community outreach program, and related efforts such as REDI, and the Regional Coalition structure itself, to see how the entire region views the priorities for community commitment with respect to these DEARs – hopefully developing recommendations that could be shared with the DOE/NNSA
and prospective offerors. For more information on the DEARs see: http://www.energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation

- **How Small Business and local NM business is set aside**

  There are many examples, some of which were provided in the Regional Coalition’s letter to the DOE EM Draft RFP for the LLCC contract, of how DOE/NNSA can hold a contractor’s feet to the fire with respect to their engagement of small businesses. In general, DOE suffers from a long-standing “bad report card” from the Small Business Administration (SBA), so much so that a couple of years ago the SBA put a federal staff person on-site in the NNSA Albuquerque Complex to ride roughshod over the Agency to make sure it met its federally mandated goals for small business. Similar pressure was applied at DOE Headquarters in D.C.

  This issue, which was unique to DOE because of the large M&O contracts for the Nuclear Security Enterprise, which of necessity, had to be bid full and open, was helped greatly with recent policy/legislation that allows the DOE for the first time to use the small business achievements of those large M&O contractors as a way to meet their own Federal Agency Small Business goal requirements – see attached letter from the SBA to Secretary Moniz in Addendum VII that was released with the Sandia RFP. This reflects the reduced pressure on the agency itself, and pushes responsibility to the M&O contractors to help the Department reach its goals. This is good for the communities surrounding the Labs, and in some cases has driven the large M&O contractors to strive for very high small business goals in the range of 50%.

  For Los Alamos (not so much necessarily for Sandia), there does need to be some additional, specific Northern New Mexico focus, however, and the current language in the EM LLCC Draft RFP is very good – the only problem is that the solicited response is not scored in the evaluation of proposals, and there does not appear to be a method to hold the contractor’s feet to the fire for performance after the award. This was pointed out in the Regional Coalition’s letter to EM with regard to the Draft proposal.

  We have also noted that in some cases, the restrictions placed on qualifying a “Northern New Mexico” business might be too severe, discouraging other New Mexico businesses from starting up an office in Northern New Mexico (for example, the requirement that the owners of the company need to be NNM residents). Good work has already been done by the Coalition to address some of these issues, and the Energy Communities Alliance in D.C. can help greatly with these ideas and Congressional influence.

- **Implications of For-profit vs. non-profit bidder**

  This should be the biggest concern for Northern New Mexico. In doing scenario planning for many clients, this is called the “Nightmare Scenario” where the NMGRT pool goes away overnight. This issue has to be worked at the highest levels of the Congressional Delegation and with the Governor’s office and the Legislature to ensure that such large contracts are treated equally with other “businesses”, even if they are run by a University or nonprofit. If you think about it, there is an enormous burden placed on the community when an operation like this is in
place, but does not pay into the tax base. The fact that the DOE/NNSA has now become “used to” paying this tax for the last 10+ years is an opportunity that should not be ignored. They would certainly really like to take that money and put it in mission work, or elsewhere, but, again, that would not represent a fair treatment of the community for such a large enterprise, and I believe, is not keeping with the spirit of the NMGRT exemption for nonprofit entities. Without this source of revenue, the REDI program and similar support efforts for the region would have to be curtailed or cut completely.

Note: the issue of NMGRT is a very sore spot for companies that do federal contracting in New Mexico, particularly small businesses, many times making their ability to do work here in New Mexico less competitive (price wise) than out of state companies. This is another subject for another time, but is something that should be additionally considered when looking at the overall economic landscape.

- **New and/or exciting opportunities for communities to collaborate with the Lab**

  Given the expanse of the Laboratory mission, the sheer size of its infrastructure and the U.S. and global national security needs for everything from energy, to transportation, to climate change, and fighting terrorism, there are many, many opportunities on the horizon for Northern New Mexico to become a “pilot” laboratory itself for helping to solve the problems of the 21st century. This includes renewable energy (including nuclear); transportation modeling and technology breakthroughs (such as electric and hydrogen poser); energy efficiency designs for buildings; climate change monitoring and mitigation; infectious disease identification and mitigation; next-generation STEM workforce; etc. The Regional Coalition should ensure that it stays on top of the global issues that the Lab is addressing, and makes the strategic link to those activities to leverage the uniqueness of the Northern New Mexico environment.

  Additionally, with the real departure (this time) of the Baby Boomers (something that was softened with the financial crisis in the first decade of the new Millennium), there are tremendous near-future employment opportunities at the Labs that should be addressed – this is not just an educational system issue, but one that touches on every aspect of societal needs and problems, from drug use to mentoring and family supports. The LANL Foundation is a great example of how a community can work with a Federal Agency and Lab management to achieve some of these breakthrough efforts to engage local talent, strengthening the community and families. But much more needs to be done.

- **Recommendation on whether or not we should endorse a potential offeror**

  This is an interesting and important question. The Regional Coalition should open its arms to any potential bidding team (being careful to sign any necessary Non-disclosure Agreements if necessary) to share ideas and concepts. The bidders will be trying to put their best foot forward as they prepare their proposals and position themselves with DOE/NNSA and the community throughout the competition process. The more openly publicized the desires and needs of the Region are shared with the offerors, the more likely these ideas will settle in and be used in the proposals, the evaluation, and subsequent execution of the contract. One can even envision a
bold strategy to take out a full page add in the major newspapers talking about the important strategies that are needed to be implemented to ensure the long term partnership with DOE/NNSA and the new contractor to help build public support. For Los Alamos, this can be tied directly to their Los Alamos County Economic Vitality Strategic Plan and its update, and other planning documents in the Region.

Building public support across the region now is critical to be able to move this perspective.

Addendums:

I. NNSA National Laboratories, Production Plants and Testing Sites
II. NNSA Organization Chart
III. M&O Contract Competition Schedule
IV. DOE Organization Chart
V. EM Organization Chart
VI. DEAR Clauses of Interest
VII. SBA Letter to DOE on Small Business Engagement
What GAO Found

The National Nuclear Security Administration's (NNSA) report to Congress on the competition of the consolidated management and operating (M&O) contract for its Pantex Plant in Texas and Y-12 National Security Complex (Y-12) in Tennessee includes information on all the statutorily required topics but does not clearly or completely describe expected benefits and costs. Specifically:
Addendum I (continued)

- **Key analyses and assumptions for cost savings estimates.** NNSA’s report cites the contractor’s 2012 estimate of $3.27 billion in cost savings. DOE’s guidelines relevant to disseminating information state that information should be clear and complete, but NNSA’s report does not clearly and completely describe the analysis and key assumptions of the contractor’s estimate, such as the feasibility of cost savings initiatives. As a result, NNSA’s report does not convey that significant uncertainties exist with the contractor’s ability to fully meet its estimated cost savings.

- **Estimate of competition costs.** NNSA’s report cites more than $3 million in contract competition costs. Federal cost accounting standards and the *GAO Cost Estimating and Assessment Guide* (Cost Guide) call for agencies’ cost estimates to be complete (i.e., to reflect the full cost of the resources used). The Cost Guide also calls for high-quality cost estimates to discuss any limitations related to assumptions. However, NNSA’s estimate of competition costs excludes significant costs, such as more than $20 million for work by the new contractor over the contract transition period, and it does not discuss all the key assumptions and limitations, such as NNSA’s uncertainty about future costs over the life of the contract. Without describing all costs, key assumptions, and limitations, the report does not clearly and completely convey to Congress the costs of the contract competition or the factors that may affect these costs.

- **Description of analysis of disruptions or delays.** NNSA’s report states that there was no disruption or delay in mission activities or deliverables due to the competition for the contract. DOE guidelines relevant to the quality of disseminated information call for describing information sources, but NNSA’s report does not describe the sources the agency used to conclude that no disruptions or delays occurred. NNSA officials told GAO that they relied largely on informal discussions with knowledgeable NNSA personnel to gather information. Without describing information sources, NNSA’s report is not clear about how NNSA determined that no disruptions or delays occurred.

- **Description of unquantified benefits.** NNSA’s report describes unquantified benefits the agency expects, such as enhancing mission performance. DOE’s guidelines relevant to disseminating information state that it should be clear and complete. However, NNSA’s report does not specify what constitutes enhanced mission performance or how the consolidated contract will facilitate its stated benefits. Further, the report does not describe a key data limitation—that cited benefits will not be clear until NNSA finishes negotiating cost saving initiatives with the contractor. Without clear descriptions of the benefits and any limitations, NNSA’s report does not clearly and completely convey to Congress the agency’s expected benefits, how they will be achieved, or the associated uncertainties.
### Addendum III

**M&O Contract Competition Schedule**

March 2015

**DOE/NNSA Facility Management Contracts**

<table>
<thead>
<tr>
<th>Facility</th>
<th>Owner</th>
<th>Contractor</th>
<th>Award Date</th>
<th>End Date</th>
<th>Options/Award Term</th>
<th>Ultimate Potential Expiration Date</th>
<th>Contract</th>
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<td>SLAC National Accelerator Laboratory (SLAC)</td>
<td>SC</td>
<td>Stanford University</td>
<td>1/25/1991</td>
<td>9/06/2017</td>
<td>9/06/2017</td>
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<td>Pacific Northwest National Laboratory (PNNL)</td>
<td>SC</td>
<td>Battelle Memorial Institute</td>
<td>12/30/2002</td>
<td>9/06/2017</td>
<td>9/06/2017</td>
<td>M&amp;O</td>
<td></td>
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<td>Brookhaven National Laboratory (BNL)</td>
<td>SC</td>
<td>Brookhaven Science Associates, LLC</td>
<td>12/22/2014</td>
<td>1/18/2020</td>
<td>5 years Base Award, Additional 15 years Award Term available</td>
<td>1/4/2025</td>
<td>M&amp;O</td>
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<td>Oak Ridge National Laboratory (ORNL)</td>
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<td>UT Battelle LLC</td>
<td>7/10/1999</td>
<td>2/20/2016</td>
<td>5 year Extension</td>
<td>3/31/2020</td>
<td>M&amp;O</td>
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<tr>
<td>Savannah River Site (SGS)</td>
<td>EM</td>
<td>Savannah River Nuclear Solutions LLC (SRNL)</td>
<td>3/31/2016</td>
<td>4/30/2016</td>
<td>5 year extension, 2016-2020</td>
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<td>Alliance for Sustainable Energy (ASE)</td>
<td>7/20/2006</td>
<td>5/30/2015</td>
<td>100 month period remaining</td>
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<td>Princeton Plasma Physics Laboratory (PPPL)</td>
<td>SC</td>
<td>The Therapeutics of Princeton University</td>
<td>4/12/2009</td>
<td>3/31/2018</td>
<td>5 years Award Term Earned Additional Award Term available</td>
<td>3/31/2019</td>
<td>M&amp;O</td>
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<tr>
<td>Lawrence Berkeley National Laboratory (LBNL)</td>
<td>SC</td>
<td>The Regents of the University of California</td>
<td>4/15/2005</td>
<td>5/12/2016</td>
<td>11 years Award Term Earned Additional Award Term available</td>
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<td>Argonne National Laboratory (ANL)</td>
<td>SC</td>
<td>UChicago Argonne LLC</td>
<td>7/31/2006</td>
<td>8/30/2016</td>
<td>9 years Award Term Earned Additional Award Term available</td>
<td>9/02/2020</td>
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<td>SC</td>
<td>Iowa State University</td>
<td>12/04/2006</td>
<td>12/31/2016</td>
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<td>Fermi Research Alliance LLC</td>
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<td>Lawrence Livermore National Security, LLC</td>
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<td>Los Alamos National Security, LLC</td>
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<td>Sandia National Laboratories (Sandia/NL)</td>
<td>SC</td>
<td>Sandia Corporation</td>
<td>9/30/2003</td>
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<td>9/30/2015</td>
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<td>Waste Isolation Pilot Plant (WIPP)</td>
<td>EM</td>
<td>Nuclear Waste Partnership</td>
<td>4/20/2012</td>
<td>5/30/2017</td>
<td>5 year Option Period</td>
<td>9/30/2022</td>
<td>M&amp;O</td>
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<td>Bettis/Kenil Atomic Power Laboratory</td>
<td>SC</td>
<td>Electric Power Production</td>
<td>9/18/2009</td>
<td>9/02/2018</td>
<td>9/02/2018</td>
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Addendum III (continued)

DOE/NNSA FACILITY MANAGEMENT CONTRACTS (CONTINUED)

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<th>Options/Award Term</th>
<th>Ultimate Potential Expiration Date</th>
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<td>Nevada Test Site</td>
<td>NNSA</td>
<td>National Security Technologies LLC</td>
<td>3/30/2006</td>
<td>9/30/2016</td>
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<td>Kansas City Plant</td>
<td>NNSA</td>
<td>Honeywell International Inc</td>
<td>10/12/2010</td>
<td>9/30/2015</td>
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<td>Idaho Cleanup Project</td>
<td>EM</td>
<td>CH2M WYG Idaho LLC</td>
<td>3/30/2005</td>
<td>9/30/2015</td>
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<td>River Corridor Closure (Hanford)</td>
<td>EM</td>
<td>Washington Closure Hanford LLC</td>
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<td>Washington River Protection Solutions LLC</td>
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<td>Plateau Remediation Contract (Hanford)</td>
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<td>CH2M Hill Plateau Remediation LLC</td>
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<td>East Tennessee Technology Park (OR)</td>
<td>EM</td>
<td>URS/CH2M Oak Ridge LLC</td>
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<td>7/31/2018</td>
<td>4 year Option</td>
<td>7/31/2020</td>
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**KEY**
- **Bold Italic = FFRC**
- **Blue = FFRO**
- **Orange = M&O**
- **Aqua = Site Management Contracts**
- **Green = Site Cleanup**
Addendum IV
DOE Organization Chart

DEPARTMENT OF ENERGY

Office of the Secretary
Dr. Ernest J. Moniz
Secretary
Dr. Elizabeth Sherwood-Randall
Deputy Secretary
Mark J. Gonsalves
Chief of Staff

Associate Deputy Secretary
Michael S. Moloney

Federal Energy Management, and Performance
Vacant
Under Secretary for
Management and Performance
David M. Kinnear

Office of the Under Secretary for Science & Energy
Dr. Franklin R. Orr
Under Secretary for Science and Energy

Office of the Under Secretary for Nuclear Security and National Nuclear Security Administration
Frank G. Klotz
Under Secretary for Nuclear Security Administration, NNSA

Office of the Under Secretary for Environmental Management
Mark D. Nelson
Under Secretary for Environmental Management

Office of the Under Secretary for National Nuclear Security Administration
Nuclear Management, and Performance
Vacant
Under Secretary for
National Nuclear Security Administration
Mary L. Zilnik

Office of the Office of Environmental Management
Deputy Under Secretary for Environmental Management
Mark D. Nelson

Office of the Office of Environmental Management
Deputy Under Secretary for Environmental Management
Mary L. Zilnik

U.S. Energy Information Administration
Howard C. Goodman

Advanced Research Projects Agency - Energy
Dr. Brian W. Atlee

Energy Policy & Systems Analysis
Monica B. Walter

Lean Programs Office
Mark A. McCall

Renewable Power Administration
Emily Malmstrom

Southwest Power Administration
G. Paul C. Cattaneo

Southwest Power Administration
G. Paul C. Cattaneo

Western Area Power Administration
Mark A. Gabriel

15 May 2016

1 The CFR requests disclosure to the Secretary for the purpose of ensuring not responsible under 3105(f)(7)(A)(v).
2 The director of the Office of Technology Transitions also serves in DOE’s Technology Transfer Coordinator who reports to the Secretary of Energy.
Addendum V

EM Organization Chart

Note: EM is in the process of restructuring their organization by turning the seven separate offices known as Mission Units and Mission Supports into a three-branched tree comprising Business Operations, Field Operations, and Regulatory and Policy Affairs. Field Operations would report to a new Associate Principal Deputy Assistant Secretary for Field Operations, instead of to the Assistant Secretary as it is now shown.
Addendum VI

DEAR Clauses of Interest

970.5226-1 Diversity plan.
As prescribed in 970.2671-2, insert the following clause:

Diversity Plan (DEC 2000)
The Contractor shall submit a Diversity Plan to the Contracting Officer for approval within 90 days after the
effective date of this contract (or contract modification, if appropriate). The Contractor shall submit an update to its
Plan annually or with its annual fee proposal. Guidance for preparation of a Diversity Plan is provided in the
Appendix _. The Plan shall include innovative strategies for increasing opportunities to fully use the talents and
capabilities of a diverse work force. The Plan shall address, at a minimum, the Contractor's approach for promoting
diversity through (1) the Contractor's work force, (2) educational outreach, (3) community involvement and
outreach, (4) subcontracting, (5) economic development (including technology transfer), and (6) the prevention of
profiling based on race or national origin.

(End of clause)


970.5226-2 Workforce restructuring under section 3161 of the National Defense Authorization Act for fiscal
year 1993.
As prescribed in 970.2672-3, insert the following clause:

Workforce Restructuring under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993
(DEC 2000)
(a) Consistent with the objectives of Section 3161 of the National Defense Authorization Act for Fiscal Year 1993,
42 U.S.C. 7274h, in instances where the Department of Energy has determined that a change in workforce at a
Department of Energy Defense Nuclear Facility is necessary, the contractor agrees to (1) comply with the
Department of Energy Workforce Restructuring Plan for the facility, if applicable, and (2) use its best efforts to
accomplish workforce restructuring or displacement so as to mitigate social and economic impacts.
(b) The requirements of this clause shall be included in subcontracts at any tier (except subcontracts for commercial
items pursuant to 41 U.S.C. 403) expected to exceed $500,000.

(End of clause)


970.5226-3 Community commitment.
As prescribed in 970.2673-2, insert the following clause:

Community Commitment (DEC 2000)
It is the policy of the DOE to be a constructive partner in the geographic region in which DOE conducts its business.
The basic elements of this policy include: (1) Recognizing the diverse interests of the region and its stakeholders, (2)
engaging regional stakeholders in issues and concerns of mutual interest, and (3) recognizing that giving back to the
community is a worthwhile business practice. Accordingly, the Contractor agrees that its business operations and
performance under the Contract will be consistent with the intent of the policy and elements set forth above.

(End of clause)
December 1, 2015

The Honorable Ernest J. Moniz
Secretary
U. S. Department of Energy
1000 Independence Ave., SW
Washington, DC 20585

Dear Mr. Secretary:

We appreciate your agency’s assistance and collaboration in setting the Fiscal Year (FY) 2016 small business contracting goals and thank you for your contributions in providing small businesses with contracting opportunities.

FY2014 represented the second consecutive year that the federal government exceeded the 23.00% statutory requirement, with a small business prime contracting goal achievement of 24.99%. The FY2015 year-to-date performance demonstrates that the federal government may again exceed the 23.00% statutory requirement.

Every year, the U.S. Small Business Administration (SBA) works with federal agencies to set their small business procurement goals. The Small Business Act (The Act) provides that each agency shall have an annual goal that represents, for that agency, the maximum practicable opportunity for small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, small business concerns owned and controlled by women, small business concerns owned and controlled by service-disabled veterans, and qualified Historically Underutilized Business Zone (HUBZone) small business concerns to participate in the performance of contracts let by that agency.

The Act provides for the establishment of government-wide goals for award of not less than 23.00% of the total value of Federal prime contracts to small businesses each fiscal year. It also provides for the establishment of individual prime contracting goals for small disadvantaged businesses (SDB): 5.00%, women-owned small businesses (WOSB): 5.00%, service-disabled veteran-owned small businesses (SDVOSB): 3.00%, and HUBZone small businesses: 3.00%.
The Honorable Ernest J. Moniz
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The Act does not set a statutory government-wide requirement for small business subcontracting participation. However, it does mandate a subcontracting government-wide goal for SDB, WOSB, SDVOSB, and HUBZone small businesses of 5.00%, 5.00%, 3.00% and 3.00%, respectively.

The SBA issued proposed FY2016 agency prime contracting goals on September 4, 2015. In its calculations, SBA utilized the FY2014 actual Small Business Goaling Report final data with the inclusion of overseas contracts, and the FY2014 Buying Opportunity calculations to determine the FY2014 Buying Opportunity Possible Achievement. We also requested that each agency provide its FY2015 year-end projections. To arrive at proposed FY2016 goals for each agency, we averaged the FY2014 performance, combined with the Buying Opportunity Possible Achievement percentage including overseas contracts, and your FY2015 Agency year-end projected percentage. After a series of calculations and a rounding down of some of the agency goal proposals, the government-wide percentage was just slightly above the statutory requirement of at least 23.00%.

For subcontracting, SBA reviewed each agency’s proposed subcontracting goal and either accepted or counter-proposed a goal, based on the agency’s performance, explanations, expected FY2016 performance, and review of the agency’s maximum practicable opportunity.

After considering input from your agency in response to the proposed goals, the impact of same on the government-wide percentage, and the proximity to the 23.00% statutory requirement, your agency’s FY2016 final small business prime and subcontracting goals are shown in the table below. SBA has made the decision to set every agency’s socio-economic prime and subcontracting goals at the government-wide mandated level.

U. S. Department of Energy Final FY2016 Goals

<table>
<thead>
<tr>
<th>FY2016 Final Goals</th>
<th>Prime</th>
<th>Sub</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Business</td>
<td>6.37%</td>
<td>50.00%</td>
</tr>
<tr>
<td>SDB</td>
<td>5.00%</td>
<td>5.00%</td>
</tr>
<tr>
<td>WOSB</td>
<td>5.00%</td>
<td>5.00%</td>
</tr>
<tr>
<td>SDVOSB</td>
<td>3.00%</td>
<td>3.00%</td>
</tr>
<tr>
<td>HUBZone</td>
<td>3.00%</td>
<td>3.00%</td>
</tr>
</tbody>
</table>

Please note that agencies choosing not to accept these final goals may appeal to the Office of Federal Procurement Policy (OFPP) by no later than 15 days of the date of this letter.
The Honorable Ernest J. Moniz
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If you have any questions regarding the goaling process, please contact Ms. Ilene Rubio,
Goaling Manager, at (202) 205-6579 or via e-mail at ilene.rubio@sba.gov.

Thank you for your continued support of the small business community.

Warm regards,

Maria Contreras-Sweet

Cc: Deputy Secretary
    Chief Acquisition Officer
    Senior Procurement Executive
    Director, Office of Small and Disadvantaged Business Utilization
Figure 1: National Nuclear Security Administration (NNSA) Nuclear Weapons Design Laboratories, Production Plants, and Testing Sites

Nevada National Security Site (Mercury, NV):
- Conducts high-hazard operations in support of National Nuclear Security Administration (NNSA), Department of Defense, and other agencies.

Los Alamos National Laboratory (Los Alamos, NM):
- Conducts research and development of nuclear weapons. Also does high-performance computing and radiography.
- Produces plutonium pits, feedstock production for mixed-oxide fuel, and primary high-explosives detonators.

Kansas City Plant (Kansas City, MO):
- Produces over 85% of the components (all nonnuclear) in a nuclear weapon.

Y-12 National Security Complex (Y-12) (Oak Ridge, TN):
- Manufactures, evaluates, and tests uranium and special materials components for nuclear weapons, cases, and other nuclear weapons components.
- Supplies enriched uranium for use in naval reactors.

Lawrence Livermore National Laboratory (Livermore, CA):
- Conducts research and development of nuclear weapons' nuclear components. The site also does high-energy density physics and high-explosives research, among other activities.

Sandia National Laboratories (Albuquerque, NM, and other secondary locations):
- Engineers and produces nonnuclear weapon components.
- Conducts explosives and explosives components testing.

Pantex Plant (Pantex) (Amarillo, TX):
- Evaluates, repairs, and dismantles nuclear weapons.
- Conducts high-explosives research and development.

Tritium operations – Savannah River Site (SRS) (Aiken, SC):
- Conducts tritium reservoir loading and surveillance testing in support of continued stockpile certification.
- Conducts tritium processing, research, and development.

Legend:
- Laboratory
- Production plant
- Testing site

Sources: National Nuclear Security Administration; Map Resources (map). | GAO-15-331
MEMORANDUM

TO: ECA MEMBERS
FROM: IVANA BRANCACCIO
DATE: APRIL 28, 2016
RE: ECA PEER EXCHANGE ON MANHATTAN PROJECT NATIONAL HISTORICAL PARK IMPLEMENTATION – AUGUST 18-19, 2016

On August 18-19, 2016 ECA will host a peer exchange to facilitate discussion on the Manhattan Project National Historical Park, including next steps in funding and implementing the established park. The peer exchange will also address the role of local governments in developing momentum around these issues and supporting the Department of Energy (DOE) and National Parks Service (NPS). Additional details are provided below.

When: Thursday, August 18, 2016 (full day)
      Friday, August 19, 2016 (half day)

Where: Denver, CO
        Meeting Location: Kutak Rock LLP conference room
        1801 California St # 3100, Denver, CO 80202 (map)

Cost: No Registration fee for ECA members and invited guests. The meeting is open to invited ECA members and invitees only

Who: ECA members, DOE Officials, NPS Officials, and other invited guests

Why: In November 2015, the NPS created the Manhattan Project National Historical Park. The purpose of the meeting is for local governments to consider the best strategies for working nationally to implement the Park in Los Alamos, Oak Ridge and the Tri-cities and to discuss strategies to make the Park a success in each community.
Meeting sessions will focus on:

- Update on activities in the each community
- Update from NPS and DOE
- Coordination activities among all three communities, NPS and DOE
- Update and Discussion on Park funding
- The Economics of Park Tourism
- Other

The agenda will be developed by representatives of the three communities, DOE and NPS, and all participants will be updated regularly.

To Participate: Register on Eventbrite here.

Hotel: Magnolia Hotel, located at 818 17th St, Denver, CO 80202. ECA has reserved a limited room block at the per diem rate of $172.00 per night.

To book your room, please call the hotel directly at 1 (888) 915-1110 and mention your group code, *Energy Communities Alliance* room block. You can also book your hotel online at here. The hotel rate of $172.00 is available until Monday, August 1, 2016. Cancellations must be made 72 hours in advance of your arrival date. ECA will reimburse for up to two nights of hotel stay. **We encourage you to book your hotel as soon as possible.**

If the room block is sold out, please contact us for other arrangements.

**Reimbursement Policy:**

ECA members participating in this peer exchange are eligible to receive reimbursements for costs associated with attending the meeting for **up to 6** people from each community surrounding (Los Alamos, Oak Ridge and the Tri-City areas). Each community is welcome to bring as many people as needed as determined by the ECA members.

Please contact Ivana Brancaccio at ivana@energyca.org if your flight cost exceeds $650 for pre-approval. ECA will only reimburse up to $1,300 per person. **Please book your flight at least three weeks prior to the meeting.**

**Reimbursable costs include:**

- Airfare and hotel costs;
- Transportation to and from airport in peer exchange city;
- Up to one bag baggage fee;
- Parking at home airport (up to $25 with receipt).
ECA does not reimburse:

- Meeting registration fee;
- Per diem expenses (ECA will pay for meals at the meeting, but will not reimburse for other meals);
- Transportation/taxis within peer exchange city;
- Internet access fees;
- Rental cars;
- Parking at the hotel.

All reimbursement requests must be submitted within 60 days of the meeting to ECA. A reimbursement form will be provided by ECA at the meeting. If a participant does not attend the meeting, ECA cannot reimburse that attendee for meeting expenses.

To confirm your interest in attending the meeting, or if you have any questions, please contact Ivana Brancaccio at ivana@energyca.org or by phone at (202) 828-2410, please register on Eventbrite here.

We look forward to your participation.
June 24, 2016

Andrea D. Romero, Executive Director
Regional Coalition of LANL Communities
Andrea@RegionalCoalition.org

Dear Ms. Romero,

It has been a distinct pleasure to work alongside you and the Regional Coalition of LANL Communities these last few years. I believe we are making considerable strides in our DC work as we stand together delivering a unified message and work to advocate for our regional communities in finding solutions to the economic development and workforce challenges disquieting host communities across the DOE Complex.

This year, the RDC’s REDI Summit will be focused on workforce and we will begin to build strategies for success in these deeply challenging times where attrition has reached levels not seen in the region before. We have partnered with the New Mexico Workforce Solutions Department and will have Secretary Bussey deliver an update on the state of workforce in our region as our guest speaker. Additionally, Secretary Bussey is assisting us in securing a national keynote speaker who will focus on national trends in hiring millennials and addressing the workforce challenges in communities surrounding DOE sites nationwide.

The REDI Summit will be held at the Ohkay Conference Center in Ohkay Owingeh north of Española on Wednesday, September 28, 2016 from 8 AM to 2 PM. We deeply appreciate the successful long-term partnership we enjoy with the Regional Coalition of LANL Communities and hope you will consider sponsoring the event.

The REDI plan was developed in 2008 and 2009 with funding provided by Los Alamos County as a 25-year strategic economic plan for Northern New Mexico. In 2010, the plan was adopted by 7 local governments (Santa Fe County, City of Santa Fe, Los Alamos County, Rio Arriba County, City of Española, Taos County and the Town of Taos) and the 8 Northern Indian Pueblos Council. Each year since its adoption, REDI has held an annual State of the Region Conference which brings together elected officials, state, tribal and local government representatives, private businesses, educational entities and business organizations from throughout the region to review and provide input on the plan and the activities and progress toward shared economic goals. About 100 participants usually join us for the event.

We know that economic development is a priority of the Regional Coalition of LANL Communities. We are asking the Regional Coalition to join us as a sponsor of the event and are respectfully requesting that you consider a $1,500 sponsorship. As an event sponsor, we will proudly recognize the Regional Coalition in all promotional materials including the invitation, program and follow-up from the conference. We would also recognize the Regional Coalition as a valued partner and sponsor at the Conference.

Thank you again for your consideration of this request. If you have any questions, please feel free to contact me at Liddie@rdcnm.org or Val Alonzo, REDI Program Manager at Val@rdcnm.org.

Sincerely,

Liddie F. Martinez
Executive Director