

Attachments and Glossary for Volume I

ATTACHMENT A PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE-AC52-07NA27344 for the management and operation of the Lawrence Livermore National Laboratory (the "Contract") dated October 27, 2006, by and between the Government and Livermore Lab GREEN LLC (Contractor), the undersigned, __Marylia Kelley _____ (Guarantor), a corporation incorporated in the State of CA with its principal place of business at 2582 Old First St. Livermore, CA 94551, hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms

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that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on (date) October 27, 2006.

NAME OF CORPORATION
Livermore Lab GREEN, LLC

(signed copy included)

NAME AND POSITION OF OFFICIAL
EXECUTING PERFORMANCE
GUARANTEE AGREEMENT ON
BEHALF OF GUARANTOR
Marylia Kelley,
Manager, Livermore Lab GREEN, LLC

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ATTESTATION INCLUDING APPLICATION
OF SEAL BY AN OFFICIAL OF
GUARANTOR AUTHORIZED TO AFFIX
CORPORATE SEAL

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**ATTACHMENT B
LISTING OF KEY PERSONNEL**

KEY PERSONNEL

TITLE

NAME

Laboratory Director

Dr. Robert Civiak

Note: Additional personnel are named on the Livermore Lab GREEN, LLC proposed organizational chart for LLNL. For purposes of definition, the Lab Director is considered "key personnel."

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SECTION L – ATTACHMENT C - INSTRUCTIONS FOR SMALL BUSINESS SUBCONTRACTING PLAN

Federal Acquisition Regulation (FAR), paragraph 19.708 (b) prescribes the use of the clause at FAR 52.219-9 entitled “Small Business Subcontracting Plan.” The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with FAR 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may cause a delay in plan review and approval. The use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9. “Subcontract,” as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

MODEL SUBCONTRACTING PLAN OUTLINE

Contractor: Livermore Lab GREEN (Green Renewable Energy and Environmental Nexus), LLC

Address: 2582 Old First Street

Livermore, CA 94551

Solicitation Number: DE-RP52-06NA27344

Item/Service: Management and Operation of the Lawrence Livermore National Laboratory and associated activities

Amount of Contract for Combined FY 2008: Estimated \$1,260,000,000

Period of Contract Performance: FY2008 – FY2011

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Type of Plan (Check One)

_____ Individual Plan (All elements developed specifically for this contract and applicable for the full term of this contract.)

XXX Master Plan (Goals developed for this contract; all other elements standard; must be renewed every three years.) (See FAR 52.219-9(f)(1)-(3)).

_____ Commercial Plan (Contractor sells large quantities of off-the-shelf commercial items to many Government agencies. Plans/goals are negotiated by a lead agency on a company-wide basis rather than for individual contracts. Plan effective only during the year for which it is approved. The Contractor must provide a copy of the lead agency approval). (See FAR 19.704(d) and 52.219-9(g)).

I. Goals

The Contractor shall submit its proposed subcontracting goals 60 days prior to the beginning of each fiscal year during the term of this contract, or by such other date as authorized in writing by the Contracting Officer. This submittal shall include goals for Small Business concern (SB), Veteran-owned Small Business concern (VOSB), Service-disabled Veteran-owned Small Business concern (SDVOSB), HUBZone Small Business concern (HubSB), Small Disadvantaged Business concern (SDB), and Women-owned Small Business concern (WOSB), collectively referred to as “small business concerns”. It is easier in the document than ensuring all the categories are mentioned. The goals will negotiate once each fiscal year and will be set forth by letter as agreed to by the Contractor and Contracting Officer.

The proposed goals shall be based upon the estimated budget and commercial purchases, including those for Large Business concerns (LB), which will be derived from the current fiscal year budget. Goals may be changed within the first six months of each fiscal year by agreement between the Contracting Officer and the Contractor if there is a cancellation or an addition of program or project funding. Goals for the utilization of SB, VOSB, SDVOSB, HubSB, SDB, and WOSB subcontractors shall be submitted as follows unless otherwise required by the Contracting Officer.

The goals shall be expressed in both dollars and percentages for LB, SB, VOSB, SDVOSB, HubSB, SDB, and WOSB.

- A. The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) are applicable to the contract period Year One.

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1. The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this contract is \$ 1,260,000,000 (100%)
 - a. LB Concerns. Total estimated dollar value and percent of planned subcontracting with large businesses (all business concerns classified as “other than small”) (% of 1. above): \$750,000,000 and 60 %.
 - b. SB Concerns. Total estimated dollar value and percent of planned subcontracting with small businesses (include SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns) (% of 1. above): \$504,000,000 and 40 %
 - c. VOSB Concerns. Total estimated dollar value and percent of planned subcontracting with veteran-owned small businesses (% of 1. above): \$50,400,000 and 4 %. This amount is included in the amount shown under A.1.b, above, as a subset.
 - d. SDVOSB Concerns. Total estimated dollar value and percent of planned subcontracting with service-disabled veteran-owned small businesses (% of 1. above): \$12,600,000 and 1 %. This amount is included in the amount shown under A.1.b, above, as a subset.
 - e. HubSB Concerns. Total estimated dollar value and percent of planned subcontracting with HUBZone small businesses (% of 1. above): \$37,800,000 and 3 %. This amount is included in the amount shown under A.1.b, above, as a subset.
 - f. SDB Concerns. Total estimated dollar value and percent of planned subcontracting with small disadvantaged businesses (% of 1. above): \$151,200,000 and 12 %. This amount is included in the amount shown under A.1.b, above, as a subset.
 - g. WOSB Concerns. Total estimated dollar value and percent of planned subcontracting with small women-owned businesses (% of 1. above): \$75,600,000 and 6 %. This amount is included in the amount shown under A.1.b, above, as a subset.

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

1. The following principal products and/or services will be subcontracted under this contract, and the types of businesses supplying them are as follows:

<u>Subcontracted Product/Service</u>	<u>Business Size (Other, SB, VOSB SDVOSB, SDB, HubSB, SDB, WOSB</u>	<u>Subcontract % Description or Dollar Amount</u>
<u>All</u>	<u>All types of SB</u>	<u>40%</u>
_____	_____	_____
_____	_____	_____

(Attachment may be used if additional space is required.)

2. Include a description of the method used to develop the subcontracting goals for SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns; i.e., explain the method and state the quantitative basis (in dollars) used to establish the percentage goals; how the areas to be subcontracted to SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns were determined; and how the capabilities of SB, VOSB, SDVOSB, HubSB, SDB, and WOSB were determined. Include any source lists used in the determination process.

The goals are based on the highest percentages achieved in the last 5 years. Because our plan is for 3years, these goals will be increased in the future.

3. Indirect cost have _____ have not XX been included in the dollar and percentage subcontracting goals stated above. (Check one)

4. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns.

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II. PROGRAM ADMINISTRATOR

The subcontracting plan is to be administered by the contractor to assure that the provisions of applicable law and the plan are implemented and performed. Any change in the name of the program administrator will be communicated without delay to the Contracting Officer by letter and will not require an immediate contract modification. Such change(s), if any, will be included in the next applicable supplemental agreement Contract modification.

The name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the contractor's subcontracting program.

Name: Scott A. Kovac
Title: Transition Administrator
Address: 551 W. Cordova Rd. #808, SF, NM, 87505
Telephone #: 505-989-7342
Facsimile #: 505-989-7352
E-Mail: scott@nukewatch.org

Duties: Has general overall responsibility for the contractor's subcontracting program, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the requirements of this particular plan. The actual duties of how the administrator will carry out the requirements of this individual plan should be stated here.

Small Business Subcontractor Administrator will:

- **Develop monthly and semiannual newsletters, updated websites, newly developed CD-Roms, and other marketing literature provided relevant information to small business suppliers.**

- Develop Laboratory partnerships with DOE, NNSA, the U.S. Small Business Administration (SBA), California's Native American Tribes, the local chambers of commerce, , and other business organizations and committees resulted in effective outreach to maximize business and economic development opportunities for small businesses.
- Continue to support procurement committees to meet the goal of enhancing the Laboratory's ongoing business improvement initiatives and fostering economic development.
- Integrate the Small Business Office and the Laboratory's Small Business Advocacy Office into a virtual institutional team to provide unified support for Laboratory buyers and suppliers.
- Work with the Procurement Organization to develop advanced acquisition planning and forecasting tools to better identify upcoming subcontracting opportunities.
- Enhance communication vehicles (newsletters, marketing literature, websites, etc.) to keep the small business community abreast of Laboratory small business issues and

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initiatives.

- Deploy a small business advocate to each procurement group to assist buyers with small business resources.

These duties may include, but are not limited to, the following activities:

- Developing and maintaining bidders lists of SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns from as many sources as possible.
- Ensuring that procurement packages are structured to permit participation of SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns to the maximum extent possible.
- Ensuring inclusion of SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns whose capabilities coincide with solicitations requiring their products or services.
- Reviewing solicitations to identify and remove any statements, clauses, etc., which may restrict or prohibit participation of SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns.
- Ensuring that proper documentation provided by bid proposal board if selection not made to SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concern that provided low bid.
- Ensure establishment and maintenance of records of solicitations and subcontract award activity.
- Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- Monitoring achievement of proposed goals.
- Preparing and submitting semi-annual and annual subcontract reports.
- Coordinating contractor's activities prior to and during conduct of Federal agency compliance reviews.
- Other duties include:
 - Job creation in the region
 - Civic outreach
 - Local workforce development and education
 - Support for local businesses

III. EQUITABLE OPPORTUNITIES AND OUTREACH EFFORTS

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Describe efforts the Offeror will make to ensure that SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns will have an equitable opportunity to compete for and secure subcontracts.

Small Business Subcontractor Administrator will:

- Will form a Laboratory Business Advisory Council (BAC) that will be comprised of Californian business leaders who will advise the Laboratory on the effectiveness of its business practices as they impact business stakeholders. They will also assist in economic development activities and the strengthening of relationships between the Laboratory and its suppliers. The BAC will meet regularly during each year, including a one day retreat consisting of LLNL senior management. The committee will have three subcommittees to improve its effectiveness. The committees are: Economic Impact, Contracting Advocacy, and Business Standards.
- Will form a Consortium of Major Subcontractors to provide a venue for integrated planning and resource management activities that will promote and leverage regional economic development and will increase small business procurement opportunities. The committee brings together the Laboratory's major subcontractors with the Laboratory and it meets at least quarterly. LLNL will also work closely with any regional development groups as a resource for community and economic impact ideas for the Consortium.

These efforts may include, but are not limited to, the following activities:

- A. Outreach efforts to obtain sources:
 1. Contacting minority and small business trade associations;
 2. Contacting business development organizations;
 3. Attending small and minority business procurement conferences and trade fairs;
 4. Requesting sources from the Central Contractor Registration (CCR);
 5. Utilizing newspapers and magazine ads to encourage new sources.
 6. Other participation in efforts or activities to expand the socioeconomic database for this contract.
 7. Utilizing book references, catalogs, source lists, or other reference material to identify SB, VOSB, SDVOSB, HubSB, SDB, and WOSB sources before the acquisitions are placed by the buying activities.

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8. Additional Efforts _____

B. Internal efforts to guide and encourage purchasing personnel:

1. Presenting workshops, seminars, and training programs on requirements of this plan;
2. Establishing, maintaining, and using SB, VOSB, SDVOSB, HubSB, SDB, and WOSB source lists, guides, and other data for soliciting subcontracts;
3. Monitoring activities to evaluate compliance with the subcontracting plan; and
4. Additional Efforts _____

IV. SUBCONTRACTING PLAN FLOWDOWN

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns," in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, which receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9 "Small Business Subcontracting Plan" (FAR 19.704). The prime contractor cannot alter this requirement.

V. REPORTS AND SURVEYS

The contractor gives assurance of:

- A. Cooperation in any studies or surveys that may be required by the contracting agency, or the U.S. Small Business Administration (SBA).
- B. Submission of periodic reports, which show compliance with the subcontracting plan.
- C. The Contractor shall submit the Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and SF-295, "Summary Subcontract Report," using the Government's Electronic Subcontract Reporting Systems (eSRS). The Contractor shall submit the SF-294 and SF-295 reports electronically to a single, government wide system, which can be accessed at the following website: www.esrs.gov. The eSRS is a single reporting tool for all subcontracting plan accomplishments, will streamline the reporting process, and provide the Government with immediate access to the Contractor's subcontracting data. The Contractor shall be

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responsible for inputting accurate and complete reports into the eSRS. Contractor reporting of SF-294 and SF-295 accomplishments using the eSRS will commence upon receipt of written notification from the Contracting Officer's Representative.

- D. Ensuring that large business subcontractors with subcontracting plans agree to submit Standard Forms 294 and 295, version 10/2001 or any other version as determined necessary by the Contracting Officer to comply with DOE/NNSA internal procedures/practices.

<u>Reporting Period</u>	<u>Report Due</u>	<u>Due Date</u>
Oct 1 - Mar 31	SF 294	April 30 th
Apr 1 - Sep 30	SF 294	Oct
	30th	
Oct 1 - Mar 31	SF 295	April 30 th
Oct 1 - Sep 30	SF 295	Oct 30 th

Addresses for submitting SF 294 and SF 295: The completed original written reports shall be submitted to (1) the cognizant contracting officer elsewhere identified in the contract; (2) a courtesy copy to NNSA Service Center Small Business Program Manager at the following address: U.S. Department of Energy, NNSA Service Center, Small Business Program Office, Office of Business Services, P. O. Box 5400, Albuquerque, NM 87185; and, (3) a courtesy copy to the cognizant SBA Procurement Center Representative.

VI. RECORDS AND PROCEDURES

The following is a recitation of the types of records and procedures the contractor will maintain to demonstrate compliance with the requirements and goals in the subcontracting plan. These records will include, but are not limited to the following:

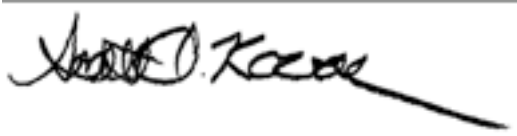
- A. If the prime contractor is not using CCR as its source for SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns, list the names of guides and other data identifying such vendors;
- B. Organizations contacted in an attempt to locate SB, VOSB, SDVOSB, HubSB, SDB, and WOSB sources;
- C. On a contract-by-contract basis, records on each subcontract solicitation resulting in an award of more than \$100,000 indicating whether SB, VOSB, SDVOSB, SDB, and WOSB concerns were solicited, and if not,

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why not; and if applicable, the reason that the award was not made to a small business concern;

- D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- E. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities subcontract award data including the name, address, and business size of each subcontractor (this item is not required on a contract-by-contract basis for company or division-wide commercial plans);
- F. On a contract-by-contract basis, records to support subcontract award data including the name, address, and the business size of each subcontractor (this item is not required on a contract-by-contract basis for company or division-wide commercial plans); and
- G. Additional Records:

This subcontracting plan was submitted by:



Signed: _____ (on
file) _____

Typed Name: Scott A. Kovac

Title: Transition Administrator

Date: October 26, 2006

Phone No.: 505-989-7342

PLAN CONCURRED ON BY: _____

Lillian Retallack
NNSA Service Center
Small Business Program Manager

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Date: _____

PLAN ACCEPTED BY: _____

NNSA Contracting Officer

Date: _____

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Glossary

CAREs:	Communities Against a Radioactive Environment
DNFSB:	Defense Nuclear Facilities Safety Board
DOE:	Department of Energy
EPA:	Environmental Protection Agency
FOIA:	Freedom of Information Act
GREEN:	Green Renewable Energy and Environmental Nexus
LLC:	Limited Liability Corporation
LLNL:	Lawrence Livermore National Laboratory
NIF:	National Ignition Facility
NPT:	Non-Proliferation Treaty
NNSA:	National Nuclear Security Administration
RRW:	Reliable Replacement Warhead
SNM:	Special Nuclear Materials