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February 22, 2012

Dorothy Riehle
Freedom of Information Act Officer
Office of Communications and External Affairs
Department of Energy
Richland Operations Office
PO Box 550
Richland, WA 99352

Re: Freedom of Information Act Request

Dear Ms. Riehle:

I write to request, pursuant to the Freedom of Information Act, (FOIA) 5 U.S.C. § 552, that the U.S. Department of Energy ("DOE") provide me copies of the following:

1. Any and all documents setting forth and/or memorializing the Small Business Subcontracting Plan submitted by Washington Closure, LLC pertaining to DOE Contract DE-AC06-05RL14655 and which identify and/or mention ELR Consulting, Inc.
2. Any and all documents presented by Washington Closure, LLC to the United States Department of Energy which document and/or demonstrate compliance with Part I, Sections H-27 and H-28 of DOE Contract DE-AC06-05RL14655 (copy of relevant excerpts attached) and which identify and/or mention ELR Consulting, Inc.
3. Any and all documents presented by Washington Closure, LLC to the United States Department of Energy which represent that Washington Closure LLC met any or all of the subcontracting goals for each of the milestone periods set forth in Part I, Section H-28 of DOE Contract DE-AC06-05RL14655 (copy of relevant excerpt attached) and which identify and/or mention ELR Consulting, Inc.
4. Any and all documents which state and/or set forth and/or memorialize whether the Contracting Officer reduced the final fee amount for any failure to meet subcontracting goals at any milestone described in Part I, Section H-28 of DOE Contract DE-AC06-05RL14655 (copy of relevant excerpt attached).

**DOES NOT CONTAIN
OFFICIAL USE ONLY INFORMATION**

Name/Org: Wing Date: 3/15/12

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5. Any and all documents that set forth in summary form the amount of money paid by the United States of America and/or the United States Department of Energy to Washington Closure, LLC under and/or pursuant to DOE Contract DE-AC06-05RL14655 in each year from 2004 to the present.

The records are requested for a non-commercial use. As required by law, please respond to this request within ten working days.

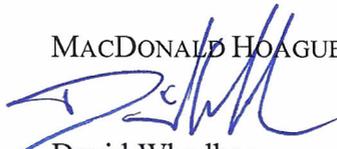
If you deny all or any part of this request, please cite each specific exemption that justifies your denial and notify me of appeal procedures available under the law.

We are, of course, happy to pay for any copying or processing costs. If the cost associated with this request exceeds \$500.00, please contact me via email at davidw@mhb.com or at the telephone number listed above. If the requested records are available in digital form please contact me via email or telephone so we can determine if production in that format is more convenient for both of us.

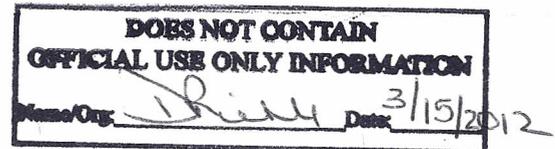
Thank you for your considerate time and attention to this matter.

Sincerely,

MACDONALD HOAGUE & BAYLESS



David Whedbee



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FEB 27 2012
DOE-RLCC

OFFICIAL USE ONLY	
May be exempt from public release under the Freedom of Information Act (5 U.S.C. 552) exemption number and category.	
Exemption 6 - Personal Privacy	
Department of Energy review required before public release	
Name/Org: Dorothy Riehle/DOE-FOIA/PA Officer	Date: _____
Guidance (if applicable): 5USC 552	

H.27 MENTOR-PROTÉGÉ PROGRAM

- (a) Both the DOE and the Small Business Administration (SBA) have established Mentor-Protégé Programs to encourage Federal prime contractors to assist small businesses, firms certified under Section 8(a) of the Small Business Act by the SBA, other small disadvantaged businesses, women-owned small businesses, Historically Black Colleges and Universities and Minority Institutions, other minority institutions of higher learning, and small business concerns owned and controlled by service disabled veterans in enhancing their business abilities. Within 90 days of contract award and continuing throughout the Contract period of performance, the Contractor shall mentor at least one active Protégé company through the DOE and/or SBA Mentor-Protégé Programs. Mentor and Protégé firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the contract.
- (b) DOE Mentor-Protégé Agreements shall be in accordance with Department of Energy Regulation (DEAR) 919.70.
- (c) SBA Mentor-Protégé Agreements shall be in accordance with applicable SBA regulations.

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.