ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 8

IMPORTANT: Mark all packages and papers with contract and/or order numbers. BPA NO.

1. DATE OF ORDER	2. CONTRACT NO. (If any)	3. ORDER NO.	MODIFICATION NO.	4. REQUISITION/REFERENCE NO.
5/25/12	NRC-41-10-013	T003		FAIMIS: N/A FSM-12-101

5. ISSUING OFFICE (Address correspondence to)
U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Valerie Whipple
Mail Stop: TWB-01-B10M
Washington, DC 20555

6. SHIP TO:
a. NAME OF CONSIGNEE: U.S. Nuclear Regulatory Commission
b. STREET ADDRESS: Tanya Oxenberg, Mail Stop TWFN 8E19
c. CITY: Washington | d. STATE: DC | e. ZIP CODE: 20555

7. TO:
a. NAME OF CONTRACTOR: SANFORD COHEN & ASSOCIATES
b. COMPANY NAME:
c. STREET ADDRESS: 1608 SPRING HILL RD STE 400
d. CITY: VIENNA | e. STATE: VA | f. ZIP CODE: 22182-2241

f. SHIP VIA:

8. TYPE OF ORDER
☐ a. PURCHASE — REFERENCE YOUR _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
☒ b. DELIVERY — Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA
B&R: 2012-55-35-4-117 JC: F1255 BOC: 252A APPN: 31X0200 $10,854
TRANSFERRED FROM BASIC CONTRACT FSM-12-101 FAIMIS: N/A
DUNS: 071167910

10. REQUISITIONING OFFICE: FSM

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☐ a. SMALL ☒ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ g. SERVICE-DISABLED VETERAN-OWNED
☐ d. WOMEN-OWNED ☐ e. HUBZone ☐ f. EMERGING SMALL BUSINESS

12. F.O.B. POINT: Destination

13. PLACE OF a. INSPECTION	13. PLACE OF b. ACCEPTANCE	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
			See Blk 17(b) below	Net 30

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The Contractor shall provide services in accordance with the attached Statement of Work Entitled "Technical Assistance for Facilitating an Executive Steering Committee Meeting in Albuquerque, New Mexico, and Public Meeting In Grants, New Mexico, Regarding the Homestake Mining Company's (HMC) Corrective Action Program (CAP) Discussion The total CPFF amount: $10,854 The total obligated amount: $10,854 (transferred from Basic Contract) The Period of Performance is June 4, 2012 – June 8, 2012 NRC Project Officer: Edna Knox-Davin 301-415-6577 Technical Monitor: Tanya Oxenberg 301-415-6142 List of Attachments: Statement of Work DUNS: 071167910					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)

21. MAIL INVOICE TO:
a. NAME: Department of Interior / NBC, NRCPayments@nbc.gov
b. STREET ADDRESS (or P.O. Box): Attn: Fiscal Services Branch - D2770, 7301 W. Mansfield Avenue
c. CITY: Denver | d. STATE: CO | e. ZIP CODE: 80235-2230

SEE BILLING INSTRUCTIONS ON REVERSE

17(l). GRAND TOTAL: CPFF $10,854

22. UNITED STATES OF AMERICA BY (Signature)

23. NAME (Typed): Valerie Whipple
Contracting Officer
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 4/2006)
PRESCRIBED BY GSA/FAR 48 CFR 53.213(f)

TEMPLATE - ADM001

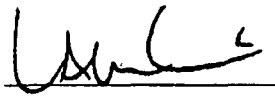
SUNSI REVIEW COMPLETE

MAY 30 2012

ADM002

Please indicate your acceptance of this order by having an official who is authorized to bind your organization, execute this document in the space provided below.

ACCEPTED:

Signature: 

Name: Laurie Loomis

Title: Vice President

Date: May 23, 2012

Table of Contents

TASK ORDER TERMS AND CONDITIONS **4**

A.1 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE (JUN 1988) ALTERNATE I (JUN 1991) 4
A.2 PACKAGING AND MARKING (AUG 2011) 4
A.3 BRANDING (AUG 2011) 4
A.4 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011) 4
A.5 ELECTRONIC PAYMENT (AUG 2011) 5
A.6 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011) 5
A.7 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (AUG 2011) 5
A.8 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011) 6
A.9 GREEN PURCHASING (JUN 2011) 7
A.10 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011) 7
A.11 KEY PERSONNEL 7

TASK ORDER TERMS AND CONDITIONS

TASK ORDER TERMS AND CONDITIONS

A.1 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE (JUN 1988) ALTERNATE I (JUN 1991)

The total estimated cost to the Government for full performance of this task order is **$10,854**, of which the sum of **$10,050** represents the estimated reimbursable costs, and of which **$804** represents the fixed fee.

(b) There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.

(c) The amount currently obligated by the Government with respect to this contract is **$10,854**, of which the sum of **$10,050** represents the estimated reimbursable costs, and of which **$804** represents the fixed fee.

A.2 PACKAGING AND MARKING (AUG 2011)

(a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(c) Additional packaging and/or marking requirements are as follows:

A.3 BRANDING (AUG 2011)

The Contractor is required to use the official NRC branding logo or seal on any publications, presentations, products, or materials funded under this contract, to the extent practical, in order to provide NRC recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Access the following websites for branding information and specifications: http://www.internal.nrc.gov/ADM/branding/ and Management Directive and Handbook 3.13 -

(internal NRC website): http://www.internal.nrc.gov/policy/directives/toc/md3.13.htm

(external public website): http://pbadupws.nrc.gov/docs/ML1122/ML112280190.pdf

A.4 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011)

This order shall commence on June 4, 2012 and will expire on June 8, 2012.

A.5 ELECTRONIC PAYMENT (AUG 2011)

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds- Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal - Continuation Sheet." The preferred method of submitting invoices is electronically to the Department of the Interior at NRCPayments_NBCDenver@nbc.gov. If the contractor submits a hard copy of the invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

A.6 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Form I-551 (Green Card), or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, http://www.uscis.gov/portal/site/uscis.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

A.7 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (AUG 2011)

Review and Approval of Reports

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/ grantee agrees that the direction, determinations, and

decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/ grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI). The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes SUNSI or SGI is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark SUNSI and SGI, to include for example, OUO-Allegation Information or OUO-Security Related Information on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 Safeguards Information) in maintaining these records and documents. The contractor/grantee shall ensure that SUNSI and SGI is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee.

(e) Flowdown. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

A.8 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24 entitled: "Your Rights Under the Energy Reorganization Act".

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment

because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

A.9 GREEN PURCHASING (JUN 2011)

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy- efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements. http://www.fedcenter.gov/programs/eo13514/

(b) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

A.10 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

A.11 2052.215-70 KEY PERSONNEL (JAN 1993)

(a) The following individuals are considered to be essential to the successful performance of the work hereunder:

Name	Position
A. Zeitoun	Project Manager
F. Cameron	Facilitator

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the

contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

TASK ORDER TITLE:	TECHNICAL ASSISTANCE FOR FACILITATING AN EXECUTIVE STEERING COMMITTEE MEETING IN ALBUQUERQUE, NEW MEXICO, AND A PUBLIC MEETING IN GRANTS, NEW MEXICO, REGARDING THE HOMESTAKE MINING COMPANY'S (HMC) CORRECTIVE ACTION PROGRAM (CAP) DISCUSSION
TASK ORDER NUMBER:	003
TASK AREA 4:	Technical Support/Studies Related to Environmental Analysis
JOB CODE:	F1255
ISSUING OFFICE:	FSME
NRC TECHNICIAL ASSISTANCE	
NRC PROJECT OFFICER (PO):	Edna Knox-Davin (301) 415-6577
NRC TECHNICAL PROJECT MANAGER (TPM):	Tanya Oxenberg (301) 415-6142
FEE RECOVERABLE:	Yes
TAC NUMBER:	J00510
DOCKET NUMBER:	040-08903

1.0 BACKGROUND

The Homestake Mining Company (HMC) facility located near Milan, New Mexico, is a conventional uranium mill site undergoing reclamation. Uranium processing started in the late 1950's and continued until 1990. Reclamation activities started in 1993. Currently, the site configuration includes a large tailings pile (LTP), small tailings pile (STP), three evaporation ponds, a number of groundwater injection and collection wells, an ion exchange treatment building for groundwater remediation, a reverse osmosis (RO) treatment facility, and several administrative and maintenance buildings.

Groundwater remediation is mandated by 10 CFR Part 40, Appendix A. The current Corrective Action Program (CAP) consists of groundwater recovery and injection with treatment of the effluent through the use of evaporation ponds, an ion exchange process, and the RO system. The goal of the groundwater CAP is to restore the groundwater to levels as close as practicable to the up-gradient groundwater quality background levels. This is accomplished by pumping contaminated groundwater to either the RO plant or one of the three existing evaporation ponds. The groundwater protection standards for the Grants Reclamation Project are identified in License Condition 35. It is anticipated that the groundwater cleanup objectives for the site will be reached in 2017.

License Condition 35B required HMC to submit a revised CAP to NRC by December 31, 2006. By letter dated December 15, 2006, HMC submitted its revised CAP for NRC review and approval. On February 4, 2010, NRC transmitted a Request for Additional Information (RAI) regarding the CAP to HMC. HMC submitted a revised CAP to NRC on March 15, 2012 (ADAMS No. ML120890113. The revised CAP will be incorporated into the HMC license by amendment.

NRC plans to hold a Homestake Regulators Executive Steering Committee (ESC) Meeting in Albuquerque, New Mexico, on June 6, 2012, to discuss the CAP with the U.S. Environmental Protection Agency and New Mexico Environment Department. NRC also plans to hold a Public

Meeting in Grants, New Mexico, on June 7, 2012, to discuss the CAP with interested members of the local community.

2.0 OBJECTIVE

The objective of this task order is to obtain contractor support to act as the facilitator for two meetings: (1) Homestake Regulators Executive Steering Committee (ESC) Meeting held in Albuquerque, NM on June 6, 2012, from 9:00am – 4:00pm; and (2) a NRC-held Public Meeting in Grants, New Mexico, on June 7, 2012, from 7:00pm – 9:00pm, to discuss HMC's revised CAP that is to be incorporated into their license by amendment.

3.0 TECHNICAL SKILLS

The contractor-provided Facilitator must have experience as a Public Meeting Facilitator and must have successfully facilitated previous NRC Public Meetings.

4.0 SCOPE OF WORK

The contractor-provided Facilitator shall:

(1) Design and plan the group process, and select the appropriate tools necessary to ensure compliance with the NRC's policy and guidelines for conducting a technical and Public Meeting of the types referenced above.

(2) Develop effective, individual agendas for both meetings which focus on outcomes if applicable, and provide a good flow and structure for the meetings.

(3) Guide and manage the group process of both meetings to ensure that there is effective participation and that participants achieve a mutual understanding as required by the NRC's policy and guidelines for conducting a technical and Public Meeting of the type referenced above.

5.0 TRAVEL

(1) The contractor-provided Facilitator is expected to travel to Albuquerque, NM on June 5, 2012, to participate in the ESC Meeting on June 6, 2012. The Facilitator is expected to travel to Grants, NM on June 7th in time for the Public Meeting on June 7, 2012. Due to the late hour of the meeting, it is anticipated that the Facilitator will depart from the meeting site on June 8, 2012.

6.0 REPORTING REQUIREMENTS

None.

7.0 TECHNICAL/PROJECT DIRECTION

Edna Knox-Davin is the designated NRC PO for this task order. Tanya Oxenberg is the NRC TPM. The NRC PO is the focal point for all task order-related activities. All program funding actions are initiated by the NRC PO who submits the requests to the Division of Contracts (DC) for processing. All proposed work scope or schedule changes must be submitted through the NRC PO for DC.

The NRC TPM may provide technical direction to the contractor staff during the duration of this task order. Technical direction shall not constitute new assignments of work or changes of such a nature as to justify an adjustment in cost or period of performance. The NRC Contracting Officer will issue directions, if any, for changes in the scope of work, cost, or period of performance.