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## ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

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DATE OF OR 09/26/2	DER CONTRACT NO. 016 NRC-HQ-25-14-E-0003		_		der no. C-HQ-50-16-T-0001	
ITEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT	AMOUNT	QUANTITY
(a)	(b)	ORDERED (c)	(d)	PRICE (e)	(f)	ACCEPTED (g)
(4)	Contracting Officers Representative: Christine Pineda, email: Christine.Pineda@nrc.gov, phone: 301-415-6789 Contractor POCs: Business: Laurie Loomis, Vice President, Contracts and Administrative Services, email: lloomis@scainc.com , phone: 703-893-6600, ext 213. Technical: Abe Zeitoun, Senior Vice President, Environmental, Waste Management, and Nuclear Programs, email: azeitoun@scainc.com, phone: 703-893-6600 ext 225.					
	SC&A Authorized Official Date Accounting Info: Accounting Info : 2016-X0200-FEEBASED-50-50D008-38-4-125-1061- 252A					
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## TASK ORDER NRC-HQ-50-16-T-0001

## SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

#### B.1 PRICE/COST SCHEDULE

CLIN	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL COST PLUS FIXED FEE
0001	Contractor to provide Technical Assistance in accordance with section C: DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK			
0002	Optional Task 4 Hearing Support			
	Total			\$383,998.48

#### NRCB044 CONSIDERATION AND OBLIGATION—INDEFINITE-QUANTITY CONTRACT

- (a) The estimated total quantity of this contract for the products/services under this contract including Optional Task 4 is \$383,998.48 of which the sum of the services represents the estimated reimbursable costs, and of which the services represents fixed fee.
- (b) The estimated total quantity of this contract for the products/services under this contract for the basic task order is **contract** of which the sum of **contract** represents the estimated reimbursable costs, and of which **contract** represents fixed fee.
- (c) The estimated total quantity of this contract for the products/services under this contract for Optional Task 4 is a second of which the sum of the second represents the estimated reimbursable costs, and of which the second represents fixed fee.
- (d) The amount currently obligated by the Government with respect to this contract is supported of which the sum of supported represents the estimated reimbursable costs, and of which supported represents the fixed-fee.

(d) This is an incrementally-funded contract and FAR 52.232-22 - "Limitation of Funds" applies.

(e) A total estimated cost and fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of FAR 52.232-20 - Limitation of Cost for fully-funded task orders and FAR 52.232-22 - Limitation of Funds for incrementally-funded task orders, issued hereunder.

(End of Clause)

## SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

4

Project Title: NEPA Review for the License Renewal of Honeywell MTW.

Job Code:	
Task Area:	
Contract No.:	TBD
Task Order No.:	TBD
Budget & Reporting No.:	35-4-195-1061
NRC Requisition Office:	NMSS
COR:	Christine Pineda (301) 415-6789
Fee Recoverable:	Yes
TAC Numbers:	TBD
Docket Number:	40-3392
Contractor:	TBD
Type of Contract/Order:	Task Order
Period of Performance:	3 years from task order award plus options

# Statement of Work for the NEPA Review for the License Renewal of Honeywell MTW.

## 1. PROJECT TITLE

NEPA Review for the License Renewal of Honeywell International, Inc's (Honeywell) Honeywell Metropolis Works (MTW).

## 2. BACKGROUND

The NRC staff expects to receive an application from Honeywell for a request to renew the operating license (SUB-526) for Honeywell MW. If granted, the license renewal would allow Honeywell, the licensee, to continue to operate its uranium conversion facility located in Metropolis, Illinois for up to 40 years. The NRC expects to begin the National Environmental Policy Act (NEPA) environmental review upon task order award or soon thereafter.

The objective of this task order is to obtain technical assistance with the acceptance review of an environmental report, development of the appropriate draft and final National Environmental Policy Act (NEPA) documents (e.g., environmental assessment (EA), completion of necessary consultations, assistance in preparing for and holding a public meeting, and preparation of any other documents or correspondence related to the NRC's NEPA review.

#### 3. SCOPE OF WORK

The Statement of Work (SOW) for this Task Order falls within the Small Business Set-Aside part of NRC IDIQ Enterprise-Wide Contract entitled Technical Assistance in Support of Agency Environmental and Reactor Programs, paragraph 3.8, FSME Environmental Support.

The Contractor shall develop a Draft and Final Environmental Assessment (EA) that the NRC will use to support decisions related to the license renewal of the Honeywell facility in Metropolis, Illinois. Based on the license application and environmental report submitted by the licensee, the resource areas to be examined in the EA---in terms of the affected environment and potential environmental impacts-include: land use, transportation, geology, soils, water resources (groundwater and surface water), ecological resources, climatology, meteorology and air quality, climate change, noise, historic and cultural resources, visual and scenic resources, socioeconomics, public and occupational health (non-radiological and radiological), accidents, waste management, and environmental justice. Of these, preliminary analysis by the NRC staff indicates that the most significant issues may relate to public and occupational health and accidents. The EA will also need to carefully examine the purpose and need for the proposed action, applicable statutory and regulatory requirements (including and in addition to those of the NRC), alternatives to the proposed action, mitigation measures to avoid or minimize environmental impacts, cumulative impacts, and environmental measurement and monitoring programs.

The contractor shall prepare the NEPA document in accordance with the NRC's applicable NEPA-implementing regulations in 10 CFR Part 51 and associated guidance in NUREG-1748, *"Environmental Review Guidance for Licensing Actions Associated with NMSS Programs."* If there is a hearing, the Contractor shall provide the NRC staff with relevant expertise for a potential adjudicatory hearing on environmental issues.

The Contractor shall conduct activities necessary to complete any necessary consultations, such as National Historic Preservation Act (NHPA) Section 106 activities and Section 7 consultations under the Endangered Species Act (ESA).

As necessary, the Contractor shall respond to contentions filed by intervenors, prepare testimony, and testify in front of the Atomic Safety and Licensing Board (ASLB). Contractors will participate in witness preparation activities as needed.

## 4. SPECIFIC TASKS

This task order involves four phases – (1) Acceptance Review and Information Needs, (2) Prepare Draft EA, (3) Prepare Final EA, and (4) Hearing Support (optional). As soon as practicable after award of contract, the COR and Contractor staff will hold a kickoff meeting by phone.

#### 4.1 Acceptance Review and Information Needs

Task 1 shall begin immediately upon Honeywell's submittal of its Environmental Report (ER). The Contractor shall review the Licensee's ER for completeness and acceptability in accordance with NUREG-1748 and in consideration of other information required for preparation of the EA. It is possible that the ER will be submitted separately from the license application.

At the conclusion of the review in this subtask, the Contractor shall provide an Acceptance Review Report to the COR. The Acceptance Review Report shall summarize the review and shall include a preliminary list in tabular format, by topical area, of information not provided or not adequately provided in the Licensee's ER or application (i.e., information needs) which shall be required for the preparation of the EA and which shall need to be obtained from the Licensee. The list shall identify which of the items of missing or inadequate information, if any, may be obtained or developed independently by the Contractor with little or no input from the Licensee. In addition to use in development of the RAIs, the list of information needs may be used by the NRC and the Contractor for discussion purposes with the Licensee and other stakeholders during the site visit and information gathering meetings. The Acceptance Review Report shall also include identification of and information on any required consultations and coordination necessary with Federal, State, and local government agencies to cover laws and regulations other than NEPA and to obtain information necessary to complete the EA.

The topical areas for the list of information needs in the Acceptance Review Report shall include, but may not be limited to, the following:

- purpose and need for the proposed action;
- applicable statutory and regulatory requirements, permits, and consultations;
- descriptions of the proposed action and reasonable alternatives to the proposed action to be evaluated in detail in the EA;
- descriptions of other alternatives considered but eliminated and reasons for elimination;
- applicable information on the affected environment and on environmental impacts of the proposed action, and reasonable alternatives (in the following subject areas: site location and description, land use, transportation, geology, minerals and soils, water resources (groundwater and surface water – water use and water quality), ecological resources, climatology, meteorology and air quality, climate change, noise, historic and cultural resources, visual and scenic resources, socioeconomics, public and occupational health (non-radiological and radiological), accidents, waste management, and environmental justice); and
- mitigation measures to avoid or minimize any potential adverse effects of the proposed action and reasonable alternatives; cumulative effects; and environmental measurement and monitoring programs.

## 4.2 Prepare EA

The NEPA review phase has two sub tasks: (A) Project Management and (B) Prepare Draft EA. Task 2A shall continue throughout the entire phase. Task 2B shall begin when the COR provides direction to proceed.

#### Task 2A - Project Management (ONGOING)

This task shall last for the entire duration of the NEPA Review Phase. It may involve travel for the Contractor Project Manager to meet with the COR, if needed.

#### Communication

The Contractor Project Manager shall have a weekly status call with the COR to discuss the status of the project (e.g., technical issues, contract monitoring, file management). Communication may occur more or less often depending on the need.

#### File Management

The Contractor shall use the Pacific Northwest National Laboratory's EARRTH website for file management. EARRTH shall be accessible by all project team members and contain project-related documents, correspondence, and all working and final files. The COR will facilitate access to EARRTH for all Contractor staff. See Section 8 – *Government Furnished Property* for more detail on EARRTH.

#### Collect and Review Information

To support development of the necessary NEPA document, the Contractor shall review information provided by the COR and shall also independently collect and review additional information related to the Honeywell facility and its environs and to the proposed renewal of NRC License SUB-526. Documents for review are provided in Section 5 of this SOW. In addition, a comprehensive search and utilization of the NRC's publicly available Agency-Wide Documents Access and Management System (ADAMS), at <u>http://www.nrc.gov/reading-rm/adams.html</u>, will help identify documents relevant to the project. The Contractor will find relevant documents in ADAMS by searching, for example, under Docket Number 04003392 and/or License Number SUB-526.

The Contractor shall develop and maintain a bibliographic listing of all documents collected (reports, maps, papers, data files, etc.), including ADAMS Accession Numbers or web links where applicable, and shall also keep electronic copies of all collected documents on EARRTH. All references ultimately cited in both the Draft and Final EA (cited references and maps, drawings, tables, etc.) shall already be publicly available in ADAMS or elsewhere in the public record or may be made publicly available in ADAMS. The Contractor shall be responsible for obtaining appropriate permissions for use of any copyrighted materials and reference documents in the Draft and Final EA and providing the COR with documentation of those permissions.

#### Task 2B - Prepare Draft EA

The Contractor shall plan, draft, and complete a Draft EA, which the NRC staff will use to evaluate the impacts of renewing NRC License SUB-526 for the Honeywell facility. Prior to submission to the NRC, the Contractor shall review all versions of the EA for adequacy, accuracy, and consistency in technical content. The Contractor shall conduct technical editing and formatting of the Draft EA.

In order to prepare the EA, the Contractor shall prepare Requests for Additional Information (RAIs), attend and manage site visits and government-to-government meetings as needed, and lead the preparation of the EA document.

The Contractor shall also coordinate with the members of the NRC's safety review team conducting the safety review. The NRC safety review team members and their contact information will be identified by the COR following task order award. The purpose of this coordination is for Contractor and NRC safety review staff counterparts to familiarize themselves with each other, establish an understanding for initial and ongoing coordination and discussions as needed, identify and exchange information needed for the ongoing environmental and safety reviews, and ensure consistency between the environmental and safety reviews. Unless otherwise directed by the COR, contacts

between Contractor and NRC safety review staff shall be arranged by the COR. Contacts may be by phone, email, or other correspondence.

Further, with the knowledge and approval of the COR, the Contractor shall include in its EA development process any additional coordination necessary to address applicable laws and regulations other than NEPA. In addition, as requested by the COR, the Contractor shall provide support for NRC consultations (e.g., for Section 7 consultation under the Endangered Species Act, Section 106 consultation under the National Historic Preservation Act), as well as support for NRC coordination with other Federal, State, and local agencies. This support shall include identification of agencies to contact, providing supporting information/documentation for consultations/coordination, input to and review of NRC letters/emails to agencies, etc. Information resulting from consultations/ coordination with other agencies will be provided to the Contractor for use in the Draft and Final EA.

Preliminary Annotated EA Outline, Proposed Action and Alternatives, and the Purpose and Need Statement

The Contractor shall develop a "Preliminary Annotated EA Outline" for use in developing the EA. The Preliminary Annotated Outline shall present and describe the anticipated format for the EA. The annotated outline shall concisely describe the anticipated scope of each EA section. The Contractor's goal in developing the outline shall be to focus the EA on areas with significant issues.

A clear agreement between the Contractor and the NRC on the language describing the NRC's proposed action, purpose and need, and alternatives to be considered is critical to the efficient preparation of the EA. The Contractor shall prepare and provide the COR with a concise statement of what the proposed action is, the purpose and need for the action, and alternatives to the proposed action. The preliminary statement of the Proposed Action, Purpose and Need, and Alternatives shall be based on the Licensee's ER and license application, information gathering (from previous tasks), and NRC staff's input, and shall demonstrate the Contractor's understanding of these key NEPA concepts. The alternatives shall include: (a) the NRC's proposed action (concerning the Licensee's application for license renewal); (b) the reasonable alternatives to the proposed action alternative; and (c) additional alternatives to be considered in the EA but eliminated from detailed evaluation (with reasons for elimination). The COR will review and provide approval (or feedback) within 5 business days on whether or not the outline, proposed action and alternatives, and purpose and need statements are sufficient.

#### Site Visit and Information Gathering

The Contractor shall visit the Honeywell facility site and vicinity, as required by the COR. The COR will coordinate the site visit with the Licensee. The site visit may also include pre-arranged meetings with other Federal, State and local agencies, private sector organizations, public interest groups, and individuals, to be determined in consultation between the Contractor and the COR. The duration of the trip is anticipated to be up to five (5) business days. Up to four (4) Contractor staff, including up to three (3) technical members and the project manager, shall participate in the site visit. Prior to the site visit, the Contractor shall coordinate with the COR regarding which Contractor technical members shall participate in the site visit. Prior to the site visit, at the COR's request, the Contractor shall provide necessary security information (name of individual, citizenship, etc.) of the individuals that shall be participating.

The Contractor shall document the site visit and associated meetings in a concise Draft Site Visit Trip Report. The Report should be submitted within 10 business days after the completion of the site visit. The Draft Site Visit Trip Report shall describe any relevant information that was learned, requested, or obtained from the Licensee and other agencies, organizations, and individuals with which meetings were held, as well as relevant observations from the reconnaissance of the Honeywell site and vicinity.

#### Prepare Preliminary Draft EA

The Contractor shall provide a Preliminary Draft EA that is consistent with 10 CFR Part 51 and the guidance provided in NUREG-1748. This Preliminary Draft EA can be uploaded to EARRTH for review by the NRC. A copy of this version shall be maintained for documentation of completion of this task. Subtasks involved in the preparation of the Preliminary Draft EA by the Contractor include a site visit and additional information gathering, development of requests for additional information (RAIs) and preparation of all other preliminary draft chapters/sections of the EA. Note that the preparation of the RAIs shall be conducted concurrently with preparation of the Preliminary Draft EA, and the RAIs shall be developed in consideration of the additional information additional information gathering as possible based on all other available data and the site visit and information gathering meetings/discussions. Before work can proceed, the COR will review and approve the preliminary draft EA.

#### Requests for Additional Information (RAIs)

If the Contractor determines that the information provided by the Licensee (the renewal application) and the information collected and reviewed is not sufficient to allow the Contractor to complete the EA, the Contractor shall inform the COR and subsequently prepare and provide the COR with draft RAIs. Specifically, the Contractor shall identify areas of the Licensee's application that require further information in order for the EA to be completed. The draft RAIs shall cover all topical areas needed to complete the EA. The Contractor shall provide a copy of the EA at that point, showing where the "holes" are in the analysis that require the RAI.

The COR will provide the required RAI format and guidance on drafting the RAIs to the Contractor. In general, the draft RAIs shall be documented in a letter report to the COR

stating, by topical area, what information is missing and the basis for requesting the information (i.e., the potential impact on the environmental review). The RAIs shall be both clear and concise to elicit the additional information from the Licensee. The COR will review the draft RAIs, and the Contractor shall revise the draft RAIs to incorporate comments from the COR review to produce the final RAIs. After COR approval of the final RAIs, the NRC will forward the final RAIs to the Licensee. The Licensee will be given 60 calendar days from their receipt of the RAIs to provide a written response.

Following receipt of the RAIs by the Licensee, discussions between the Licensee, NRC and Contractor regarding the RAIs shall be conducted, as necessary, to respond to any Licensee questions, provide clarifications, etc. Following receipt and review of the Licensee's RAI responses additional correspondence and discussions with the Licensee regarding the RAI responses shall be conducted by the NRC and Contractor, as necessary.

Following the Licensee's response to the RAIs and any subsequent correspondence and discussions with the Licensee, the Contractor (in coordination with the NRC) shall determine if there is still insufficient information in any areas to complete the EA. If it is determined that additional RAIs are required after the initial round, then the Contractor (in coordination with the NRC) shall assess the specific information needed in the additional RAIs, and shall provide the additional draft RAIs to the COR in a letter report. Preparation of the final additional RAIs, transmittal to the Licensee, and subsequent discussions with the Licensee, as necessary, shall be conducted as for the initial round of RAIs.

#### Recommendation on Need for an EIS

If at any time, the Contractor determines that impacts are such that a Finding of No Significant Impact (FONSI) cannot be reached, the Contractor should notify the COR immediately.

#### Draft EA Review Meeting

At the direction of the COR, a Draft EA review meeting (writing session) of up to five (5) business days in length may be held with the Contractor team and NRC staff. The Contractor shall review, address, and incorporate the comments received on the Working Copy during the time period between the receipt of the comments and the Draft EA review meeting. At the meeting, the Contractor and the NRC staff shall conduct a line-by-line review of the Working Copy, as necessary. The Contractor's meeting attendees and the meeting agenda and schedule shall be determined by the Contractor in consultation with the COR in advance of the meeting. A copy of the EA after this meeting should also be maintained.

#### Camera-Ready Draft EA

The Contractor shall incorporate comments from the Draft EA review meeting into the Working Copy to produce the Camera-Ready Draft EA, and shall upload the Draft EA to EARRTH for NRC review. The Contractor shall assist in promptly addressing and responding to NRC comments, as requested by the COR. Within two (2) business days of the COR's direction (or longer, at the COR's discretion), the Contractor shall incorporate the changes to the Camera-Ready Draft EA and shall upload to EARRTH for NRC review. The COR reserves the right to request that working files be maintained on EARRTH for his/her review.

#### Correspondence

The Contractor, under direction from the COR and as needed, shall prepare correspondence to stakeholders and *Federal Register* notices announcing the publication of the Draft EA. The Contractor shall be responsible for ensuring the appropriate agencies and stakeholders receive copies of the Draft EA.

## 4.3 Prepare Final EA

This phase entails preparing the Final EA for publication.

#### Task 3A - Public Comment Period on Draft EA

The NRC could issue the Draft EA for public comment in conjunction with a notice of availability that will be published in the *Federal Register*. The public comment period will conclude 30 calendar days after publication of the Draft EA. (The NRC may extend the public comment period by up to two (2) 15-day extensions, to a possible 60-day total based on requests from the public or other factors.)

The Contractor shall compile, bin, and prepare written responses to all comments received by the NRC on the Draft EA and shall prepare and submit a Comments and Responses Summary Report. The Contractor shall use PNNL's Comment Response Database (CRD) contained in NRC's SharePoint site to disposition all comments. See Section 8 – *Government-Furnished Property* on the CRD.

It is currently assumed that the NRC will receive less than 50 individual pieces of correspondence from the public during the comment period. Working closely with the Contractor, the COR will review and approve the binning of the comments. Many of the comments may be submitted to the NRC near the end of the public comment period. Therefore, the Contractor shall begin comment compilation and binning upon receipt of the first set of comments from the COR and shall proceed with compilation and binning as each set of additional comments is sent by the COR.

The NRC anticipates that the Contractor will reproduce all comments verbatim in the Comments and Responses Summary Report, but that similar comments shall be grouped with a single response provided for each group. In addition, the nature (i.e., general subject matter) of the comments in each group (whether the "group" contains multiple comments or a single comment) shall be summarized as an introduction to each group of comments. Further, the contractor shall identify any comments that result in a change(s) to the Draft EA, the location(s) of the change(s) in the Final EA in the comment response. Depending on the number of comments received on the Draft EA, the COR may adjust the Contractor's delivery time for the Draft Summary of Comments and Responses.

The Contractor shall incorporate the NRC comments on the Draft EA Comments and Responses Summary Report. The Contractor shall be responsible for ensuring the technical editing of this Report, which the NRC will make publicly available either as a separate document for public review referenced in the Final EA or included as an appendix to the Final EA.

Upon direction from the COR, the Contractor shall continue with the development of the Final EA as indicated below.

#### Draft EA Public Meeting

The NRC plans to hold a public meeting in the area of the Honeywell facility in support of the Draft EA. The Contractor shall assist in preparing for and shall support the meeting. The Contractor may be requested by the NRC COR to provide information for and review and provide comments on the presentation prepared by the NRC staff for the meeting(s), and to assist the NRC staff in the preparation of anticipated questions and responses to those questions as well as other information for the meeting. The public meeting shall be attended by the Contractor's Project Manager and up to one other Contractor technical staff member. The Contractor's meeting attendees shall be determined in consultation with the NRC COR in advance of the meeting.

#### Task 3B - Prepare Final EA

The Contractor shall prepare a Final EA that includes revisions to the Draft EA made (1) in response to public comments on the Draft EA, (2) on any new or revised information that may become available following the development of the Draft EA, and (3) correct any factual errors. The changes to the Draft EA shall be clearly shown as tracked changes (redline strikeout) in the Draft Final EA. The Contractor shall upload the preliminary draft of the final EA to EARRTH for NRC review. A copy of this version should be maintained.

#### Final EA Review Meeting

At the direction of the COR, a Final EA review meeting (writing session) of up to five (5) business days in length may be held at NRC headquarters between the NRC staff and the Contractor. The Contractor shall review, address, and incorporate the comments received on the Draft Final EA during the time period between the receipt of the comments and the Final EA review meeting. At the meeting, the Contractor and NRC staff shall conduct a line-by-line review of the Draft Final EA, as necessary, and produce revisions to the document. The Contractor's meeting attendees and the meeting agenda and schedule shall be determined by the Contractor in consultation with the COR in advance of the meeting.

If it is determined by the COR that no writing session is necessary, the Contractor shall revise the preliminary draft Final EA based upon feedback received from NRC staff.

#### Prepare Camera-Ready Final EA

The Contractor shall revise the Draft Final EA to incorporate comments from the Final EA review meeting to produce the Final EA, and shall submit the Final EA to the COR. The COR will provide and direct the Contractor to incorporate any comments generated during the document review periods. During this time, to facilitate the review process and expedite subsequent revision of the Final EA, the Contractor shall promptly address and respond to NRC comments, as requested by the COR. Within two (2) business days of receipt of the COR's comments and changes (or longer at the COR's discretion), the Contractor shall submit a revised Final EA to the COR. A copy of this version should be maintained.

#### Prepare FONSI or ROD and Related Correspondence

The Contractor, under direction from the COR, shall assist in preparing correspondence to stakeholders announcing the publication of the Final EA and ensuring the appropriate agencies and stakeholders receive copies of the Final EA. The Contractor shall support the COR, as requested, in preparation of the Finding of No Significant Impact, including any necessary mitigation measures.

#### 4.4 PROVIDE HEARING SUPPORT (OPTIONAL TASK)

If an adjudicatory hearing on the NRC's licensing action is conducted by the Atomic Safety Licensing Board (ASLB), the Contractor may be called upon to provide hearing support.

## Task 4A - Pre-Hearing Support

At the direction of the COR, the Contractor shall support the NRC staff by reviewing the submitted contentions on environmental issues and providing written responses (including copies of reference materials, as necessary) to these contentions, as well as other written materials in response to interrogatories from the ASLBP on the contentions and related matters, as required. The Contractor shall also review and provide written comments to the COR on any written materials submitted by the Licensee and other parties relevant to the submitted contentions. The contractor shall assume that up to five (5) contentions on environmental issues will be submitted by petitioners.

#### Task 4B - Hearing Support

Any admissible contentions raised by petitioners would be addressed in a "contested" hearing by the ASLBP. The Contractor shall assume that up to three (3) contentions on environmental issues will be admitted by the ASLBP. The hearing would most likely occur following the NRC's issuance of the Final EA, but the scheduling of the hearing may differ based on the ASLBP's discretion. The COR will inform the Contractor of the anticipated hearing location and schedule.

At the direction of the COR, the Contractor shall provide support to the NRC staff both for hearing preparation and at the hearing itself. The Contractor shall provide written responses to interrogatories from the ASLBP and shall provide subject matter experts to prepare written testimony and present oral testimony and responses to questions at the hearing, as needed and requested. The Contractor shall assume that the hearing will be up to five (5) business days in length, will be held at a location near the Honeywell MTW site, and the Contractor Project Manager and up to three (3) Contractor subject matter experts shall attend the hearing. The Contractor's hearing participants shall be determined in consultation with the COR and the NRC's Office of the General Counsel in advance of the hearing.

#### 5. APPLICABLE DOCUMENTS AND STANDARDS

The documents listed below are relevant to the requirement and shall be used by the Contractor in the performance of the task order. The documents are publicly available and may be obtained by the Contractor from ADAMS or through the web links and other citations shown. The COR will continue to identify and provide necessary documents to the Contractor as they become available throughout the period of performance of this task order.

The Contractor shall be familiar with and shall rely upon the following documents in the performance of this effort:

- The COR will provide the following additional documents to the Contractor as they become available:
  - a) Previous NEPA documents related to the Honeywell facility;
  - b) Public comments and contentions submitted by petitioners, if any;
  - c) Licensee responses to NRC requests for additional information;
  - d) Additional NRC consultation letters and agency responses;
  - e) NRC Safety Evaluation Report (SER);
  - f) Comments from the public comment period on the Draft EA; and
  - g) ASLBP Orders and other applicable ASLBP documents regarding contentions submitted by petitioners, if any;
- NUREG-1748, Environmental Review Guidance for Licensing Actions Associated with NMSS Programs at http://pbadupws.nrc.gov/docs/ML0324/ML032450279.pdf;
- 3) 10 CFR Parts 40 and 51, and other NRC regulations as applicable. http://www.nrc.gov/reading-rm/doc-collections/cfr/.

## 6. DELIVERABLES AND DELIVERY SCHEDULE

Table 1 provides a list of the deliverables, milestones, and due dates for each phase of this task order.

Phase	Task	Deliverable/Milestone	Due Date
Phase	1 – Accep	tance Review and Information Needs	
1	1	Acceptance Review Report	15 business days from receiving direction from COR to begin work
1	· 1	Information Needs	TBD, prior to Site Visit
Phase	2 –Prepar	e Draft EA	
2	2B	Recommendation on Need for EIS	As needed
2	2B	Preliminary Annotated EA Outline, statement of Proposed Action and Alternatives, and statement of Purpose & Need	20 business days from receiving direction from COR to begin work
2	2B	Site Visit and Information Gathering Meetings (3-5 day trip)	As mutually agreed upon by COR and Contractor at kick-off meeting (Estimated fall 2016)
2	2B	Site Visit Trip Report	15 business days after conclusion of site visit trip
2	2B	Preliminary Draft EA	30 business days after conclusion of site visit trip
2	2B ⁻	Draft RAI Letter Report	30 business days after conclusion of site visit trip
2	2B	Final RAI Letter Report	5 business days from receipt of comments from COR
2	2B	Working Copy of the Draft EA	30 business days from receipt of Licensee's RAI responses
2	2B	Draft EA Review Meeting (Writing Session)	TBD, but likely begins no later than 15 business days from the receipt of NRC's comments on the Working Copy of the Draft EA
2	2B	Camera-Ready Draft EA	20 business days after the completion of Draft EA review meeting
2	2B	Correspondence and Federal Register Notice	Submitted with Camera-Ready Draft EA
Phase	3-Prepare	e Final EA	
3	3B	Draft EA Comment and Response Summary Report	20 business days from receipt of final set of public comments from COR
3	3B	Final EA Comment and Response Summary Report	10 business days from receipt of the comments from COR on the Draft Compilation of Comments and Responses

Table 1 –	List of	Deliveral	bles and	Schedule
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Phase	Task	Deliverable/Milestone	Due Date
3	3B	Preliminary Draft of the Final EA	20 business days from receipt of the comments from COR on the Draft Compilation of Comments and Responses
3	3В	Final EA Review Meeting (Writing Session)	TBD, but likely begins no later than 10 business days from the receipt of NRC's comments and resolution of comments from cooperating agencies (if applicable) on the Preliminary draft of the Final EA
3	3B	Camera-Ready Final EA	15 business days after the completion of Final EA review meeting
3	3B	FONSI and correspondence	Provided with the Camera Ready Final EA
Phase 4	4 – Hearir	ng Support (Optional)	
4	4A	Pre-hearing Support	If necessary, date will be determined by COR (based on direction from ASLBP and OGC)
4	4B	Hearing Support	If necessary, date will be determined by COR (based on direction from ASLBP and OGC)

Table 1 – List of Deliverables and Schedule

#### 7. REQUIRED LABOR CATEGORIES

The Contractor's Project Manager (PM) shall have in-depth expertise in at least one of the resource areas for the EA (minimum 15 years of experience). The PM shall also have experience in managing or participating in NEPA reviews. Preferably, the PM will also have experience in the technical and regulatory aspects necessary for evaluating the environmental impacts of NRC licensed activities, such as uranium conversion.

The Contractor's technical staff (subject matter experts and senior technical reviewers) assigned to this task order shall have specialized experience to include a Bachelor's Degree and a minimum of 7 years of technical experience in conducting environmental reviews in the specific technical areas assigned. Additionally, the Contractor's technical staff shall have a clear understanding of the depth of review generally required by the NRC for an EA and specifically required by the type of activity proposed by the Licensee for the disciplines they represent. Experience presenting technical information in written reports and providing written and oral testimony at adjudicatory hearings on the proposed license termination action also is required.

The Contractor's team in general shall demonstrate capabilities in the following areas typically required to complete a NEPA document - land use, transportation, geology, minerals and soils, water resources (groundwater and surface water), ecological resources, climatology, meteorology and air quality, climate change, noise, historic and cultural resources, visual and scenic resources, socioeconomics, public and occupational health (non-radiological and radiological), waste management, environmental justice, accident analysis, cumulative impacts assessment, mitigation measures, environmental measurements and monitoring, and cost-benefit analysis. The Contractor's team should also consist of staff capable of preparing a NEPA document

and NRC NUREGs, including the capability to create new graphics, GIS maps, figures and tables.

GOVERNMENT-FURNISHED PROPERTY

The COR will facilitate the Contractor's access to PNNL's EARRTH SharePoint site. The Comment Response Database is also found on the EARRTH website.

## 8. PERIOD OF PERFORMANCE

The period of performance for the work specified in this SOW shall commence on the award date of the task order and shall continue for a period of three (3) years thereafter. This time period includes the anticipated time required for the Contractor to complete all activities necessary for the NRC to issue the Final EA and for the Contractor to provide support for an adjudicatory hearing. See Section NRCF30A

## 9. PLACE OF PERFORMANCE

Except as otherwise indicated in Section 4 and Section 11.1 of this SOW, the work shall be performed at the Contractor's facilities.

## 10. SPECIAL CONSIDERATIONS

## 11. TRAVEL

Table 2 provides a list of potential travel required for this task order.

Phase	Task	Purpose	Locatio n	# of Trip s	Days per Trip	<pre># of Contract or Staff</pre>
2	2A	Project Management	MD	1	1	2
2	2B	Site Visit and Information Gathering Meetings	IL	1	5	4
3	ЗA	Draft EA Public Meeting	IL	1	3	2
4	4A	Hearing Preparation (Optional)	TBD	1	4	2
4	4B	Adjudicatory Hearing (Optional)	TBD	1	5	2

#### Table 2 – List of Potential Travel Required

## 12. SECURITY

Some of the information provided in the Honeywell application for license renewal may be sensitive (e.g., proprietary, classified, sensitive unclassified). The NRC does not expect the contractor to require access to or handle any <u>classified</u> information. The contractor may have access to proprietary or sensitive unclassified information, if such information is needed to conduct the environmental review.

## 13. KEY PERSONNEL

The NRC reserves the right to identify key personnel during the proposal evaluation process and prior to award of task order. See Clause **2052.215-70 KEY PERSONNEL**. (JAN 1993).

## 14. LICENSE FEE RECOVERY

The NEPA review is fee-recoverable. Any Hearing Support work is not fee-recoverable.

## 15. DATA RIGHTS

The NRC shall have unlimited rights to and ownership of all deliverables provided under this contract/order, including reports, recommendations, briefings, work plans and all other deliverables. All documents and materials, to include the source codes of any software, produced under this contract/order are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written authorization from the CO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights. The definition of "unlimited rights" is contained in Federal Acquisition Regulation (FAR) 27.401, "Definitions." FAR clause at FAR 52.227-14, "Rights in Data-General," is hereby incorporated by reference and made a part of this contract/order.

#### **SECTION F - Deliveries or Performance**

#### NRCF010 PLACE OF DELIVERY-REPORTS

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to the Contracting Officer's Representative (COR) or Project Officer, as designated in 2052.215-71 PROJECT OFFICER AUTHORITY. (OCT 1999). (End of Clause)

## NRCF030A PERIOD OF PERFORMANCE ALTERNATE I

This order shall commence on September 30, 2016 and will expire on September 29, 2019. (See FAR 52.216-18 - Ordering).

(End of Clause)

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## SECTION H - Special Contract Requirements

# 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	LABOR CATEGORY	ROLE UNDER THIS PROPOSAL Key Personnel	LOCATION
Dr. Abe Zeitoun	Project Manager	Task Order Project Manager, ecological resources, proposed action, alternatives, and purpose and need	Vienna, VA
Milton Gorden	Senior Technical Reviewer	Coordinator of the EA and Lead for transportation, radioactive and nonradioactive waste management, cost-	Vienna, VA
Stephen Marschke	Subject Matter Expert	Lead for public and occupational health (non-radiological and radiological), accidents and environmental measurements and monitoring OTHER STAFF RESOURCES	Avon, NY
Paul Nickens	Subject Matter Expert	Lead for historic and cultural resources, environmental justice, and NHPA Section 106 Support	Tucson, AZ
Eric Cohen	Senior Technical Reviewer	Advisor on NEPA and regulatory compliance	Bowie, MD
Lori Dotson	Senior Technical Reviewer	Lead for geology, minerals and soils, and water resources (surface and ground water)	Edgewood, NM
Karmen King	Senior Technical Reviewer	Lead for ecological resources and threatened and endangered species	Cortez, CO
James Shepherd	Senior Technical Reviewer	Lead on site restoration and decommissioning	Haymarket, VA
Robert Werth	Technical Reviewer	Lead for meteorology, climatology/climate change, air quality, and noise	Adelphi, MD
Kira Darlow	Technical Reviewer	Lead for land use; data collection, comment compilation and response, meeting logistics	Vienna, VA

*The contractor agrees that key 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.

(End of Clause)

#### 2052.215-71 PROJECT OFFICER AUTHORITY. (OCT 1999)

(a) The contracting officer's authorized representative hereinafter referred to as the project officer for this contract is:

The alternate contracting officer's representative is:

Name:	Jessie Muir-Quintero
Address:	US NRC
	NMSS
	MS TWFN/4 B16
	Washington DC 20555
Telephone Number:	301-415-7476
Email:	Jessie.Muir-Quintero@nrc.gov

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term technical direction is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approve technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request that contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor

expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect to the instruction or direction is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(End of Clause)

#### SECTION J - List of Documents, Exhibits and Other Attachments

#### Attachments:

1. Monthly Letter Status Report Template

2. Billing Instructions