

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

18

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 07/06/2017		2. CONTRACT NO. (If any) NRC-HQ-25-14-E-0003		6. SHIP TO: a. NAME OF CONSIGNEE NUCLEAR REGULATORY COMMISSION	
3. ORDER NO. NRC-HQ-50-17-T-0001		4. REQUISITION/REFERENCE NO. NMSS-17-0099		b. STREET ADDRESS NUCLEAR REGULATORY COMMISSION	
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001				c. CITY WASHINGTON	e. ZIP CODE 20555-0001
7. TO: LAURIE LOOMIS				f. SHIP VIA	
a. NAME OF CONTRACTOR S C A INC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE REFERENCE YOUR: <input checked="" type="checkbox"/> 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.	
c. STREET ADDRESS 2200 WILSON BLVD STE 300				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.	
d. CITY ARLINGTON		e. STATE VA	f. ZIP CODE 22201-3324		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE OFFICE OF NEW REACTORS	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM		<input type="checkbox"/> h. EDWOSB		
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Multiple	
a. INSPECTION Destination	b. ACCEPTANCE Destination				

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)
	Task Order entitled "TECHNICAL ASSISTANCE FOR NEPA REVIEW AND RELATED CONSULTATIONS AND HEARING SUPPORT FOR THE MARSLAND EXPANSION OF THE CROW BUTTE PROJECT," under Enterprise-Wide contract number NRC-HQ-25-14-E-0003. Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME US NUCLEAR REGULATORY COMMISSION						\$0.00
	b. STREET ADDRESS (or P.O. Box) ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE MAILSTOP 03-E17A						
c. CITY ROCKVILLE				d. STATE MD	e. ZIP CODE 20852-2738		17(i) GRAND TOTAL
\$272,624.32							

22. UNITED STATES OF AMERICA BY (Signature)

07/06/2017

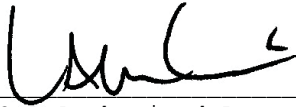
23. NAME (Typed)
KARLA F. FITZ
TITLE: CONTRACTING/ORDERING OFFICER

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO
2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO. NRC-HQ-25-14-E-0003	ORDER NO. NRC-HQ-50-17-T-0001
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>This task order is incrementally funded at \$100,00.00. Base and Exercised Options: \$272,624.32 Base and All Options: \$272,624.32</p> <p>Contracting Officer's Representative (COR): Nathan Goodman Email: Nathan.Goodman@nrc.gov Phone: [REDACTED]</p> <p>Contractor's Business POC: Laurie Loomis, Contracts Manager VP Email: lloomis@scainc.com Phone: [REDACTED]</p> <p>Contractor Technical POC: Abe Zeitoun, Sr. Vice President Email: azeitoun@scainc.com Phone: [REDACTED]</p> <p> <u>6/30/17</u> SC&A Authorized Representative Date</p> <p>Accounting Info: 2017-X0200-FEEBASED-50-50D009-1061-35-4-195-252A-35-4-195-1061 Period of Performance: 07/10/2017 to 07/09/2020</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

TASK ORDER – Small Business EWC IDIQ for SC&A, Inc.

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			\$272,624.32
	Total			\$272,624.32

NRCB044 CONSIDERATION AND OBLIGATION—INDEFINITE-QUANTITY CONTRACT

(a) The estimated total quantity of this contract for the products/services under this contract is **\$272,624.32** of which the sum of represents the estimated reimbursable costs, and of which represents fixed-fee.

(b) The Contracting Officer will obligate funds on each task order issued.

(c) The amount currently obligated by the Government with respect to this contract is **\$100,000.00** of which the sum of represents the estimated reimbursable costs, and of which represents the fixed-fee.

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

(e) 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)

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

TASK ORDER STATEMENT OF WORK (SOW)

“NEPA Review and Related Consultations and Hearing Support for the Marsland Expansion of the Crow Butte Project”

1. PROJECT TITLE

NEPA Review and Related Consultations and Hearing Support for the Marsland Expansion of the Crow Butte Project.

2. BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) staff received an application from Crow Butte Resources, Inc. (CBR) in May 2012 for an amendment to Source Materials License SUA-1534, under the provisions of 10 CFR Part 40. If granted, the license amendment would allow CBR to conduct in-situ leach uranium recovery (ISR) activities at the Marsland expansion site, located in Dawes County, Nebraska. Activities involved in the proposed set up and operation of the Marsland project would include the construction of surface and subsurface infrastructure; operation of well fields to recover the uranium from injected solutions; aquifer restoration activities to restore the groundwater quality in the production zone after uranium recovery is completed within a well field; and decommissioning of surface and subsurface infrastructure and reclaiming the surface after uranium production activities at the expansion site has been completed.

In 2009, the NRC published NUREG-1910, *“Generic Environmental Impact Statement for In-Situ Leach Uranium Milling Facilities”* (GEIS). The purpose of the GEIS is to support an efficient and consistent approach for NRC’s review of site-specific license applications, license renewal requests, and license amendment requests for ISR facilities. The NRC staff uses the GEIS as a starting point for its site-specific National Environmental Policy Act (NEPA) analyses, and it will be used to identify and evaluate potential environmental impacts associated with the construction, operation, aquifer restoration, and decommissioning of the proposed Marsland project. Where the potential environmental impact conclusions presented in the GEIS can be adopted for Marsland (i.e., whether such impacts are within the bounds established in the GEIS), the NRC’s Environmental Assessment (EA) will provide justification for adopting the GEIS evaluation. For the impact conclusions presented in the GEIS that cannot be adopted, site-specific features and potential impacts will be evaluated in the Marsland EA.

The NRC, with previous Contractor support, has starting preparing an EA for the Marsland expansion area as well as some National Historic Preservation Act (NHPA) Section 106 consultation efforts.

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 EA that the NRC will use to support decisions related to the amendment of Crow Butte ISR Project License SUA-1534 for the Marsland Expansion Area in Dawes County, Nebraska. Based on the 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, 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), accidents, waste management, and environmental justice. Of these, preliminary analysis by the NRC staff indicates that the most significant issue relates to water resources (groundwater and surface water). 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, environmental measurement and monitoring programs, and a cost-benefit analysis.

The Contractor shall prepare the EA in accordance with the NRC's applicable National Environmental Policy Act (NEPA)-implementing regulations in 10 CFR Part 51 and associated guidance in NUREG-1748, *"Environmental Review Guidance for Licensing Actions Associated with NMSS Programs."*

A partially complete draft EA has already been prepared. The Contractor will be expected to review the existing EA document and administrative record to understand the history of this project to date.

The Contractor, under direction from the COR, will also support coordination of the analysis in the EA with overlapping issues in the NRC staff's Safety Evaluation Report (SER).

The draft EA will be published for public comment so the Contractor will support the NRC in responding to the comments and addressing them, as appropriate, in the final EA.

The Contractor shall conduct activities necessary to complete National Historic Preservation Act (NHPA) Section 106 activities related to the expansion of the Crow Butte site as well as Section 7 consultations under the Endangered Species Act.

If there is a hearing, the Contractor shall provide the NRC staff with hearing support for the NEPA and related consultations. 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 two phases – (1) NEPA review, and related consultations as well as (2) Hearing Support. It is possible that the timing of any one of the two phases could overlap with one or both of the other phases. As soon as practicable after award of contract, the COR and Contractor staff will hold a kickoff meeting by phone.

4.1 Task 1 – Project Management

This task shall last for the entire duration of the contract.

Communication

The Contractor Project Manager shall have a weekly status call or face-to-face meeting with the NRC COR to discuss the status of the project (e.g., technical issues, contract monitoring, and file management). Communication may be 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 Contractor project team members and contain project-related documents, correspondence, and all working and final files. The NRC COR will facilitate access to EARRTH for all Contractor staff. See Section 8 for more detail on EARRTH.

Collect and Review Information

To support development of the EA, the Contractor shall review information provided by the COR and shall also independently collect and review additional information related to the Marsland Expansion Area and its environs and to the proposed amendment of NRC License SUA-1534. 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 <http://www.nrc.gov/reading-rm/adams.html>, will help identify documents relevant to the project. The Contractor will find relevant documents in ADAMS by searching, for example, under License Number SUA-1534.

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.

4.2 Task 2 – Review Existing EA and Administrative Record

Upon receiving the award, the Contractor shall receive all of the existing documents (see section 5) from the NRC COR. Specifically regarding the existing EA, the Contractor shall familiarize themselves with the document to the level of being able to defend the analysis contained within the EA. This review should also identify any analysis that the Contractor is either unable to replicate or defend.

4.3 Task 3 – Prepare Draft EA

The scope of work under this task shall involve the planning and drafting of the EA to evaluate the impacts of the licensee's proposed action.

The Contractor will need to update the existing EA with new information received by the licensee's responses to Requests for Additional Information (RAIs). The Contractor shall use these responses to complete the missing sections of the EA along with all of the existing documents that NRC will provide the Contractor in accordance with section 5 of this SOW.

The Contractor shall incorporate by reference portions of the GEIS when appropriate to prepare the EA. As well, the Contractor shall also incorporate relevant information from other environmental reviews. Guidance for technical content can be found in NUREG-1748, Chapter 3.

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.

Subtask 3A – Prepare Preliminary Draft EA

A preliminary draft EA shall be provided to the NRC COR as indicated in Table 1. The EA will include updated information provided by the licensee in its RAI responses as well as updated information about consultation efforts.

Subtask 3B – Prepare Publication-Ready Draft EA and FONSI

The Contractor shall revise the preliminary draft EA to incorporate comments from the NRC's review (COR, OGC, safety team) to produce the publication-ready draft EA. The Contractor shall submit the draft EA to the NRC as indicated in Table 1. In addition to preparing the publication-ready Draft EA, the Contractor shall support the COR with preparation of the draft

Finding of No Significant Impact (FONSI) and associated correspondence (e.g., letters, *Federal Register* Notices)

4.4 Task 4 – Prepare Final EA

The Contractor shall prepare the final EA, including addressing any comments received from the public during the comment period on the draft EA.

Subtask 4A – Disposition of Comments on the Draft EA

The NRC will provide the Contractor with copies of all comments received on the Draft EA. The Contractor shall prepare responses to comments on the Draft EA and submit the responses to NRC as indicated in Table 1. This subtask schedule may be extended for a large number of comments (e.g., 1 business day extension for every ten comments over forty with a maximum 30 day extension).

Subtask 4B – Prepare Preliminary Final EA

The Contractor shall prepare a preliminary Final EA that addresses issues and comments brought forth during consultation, the comment period, or by the licensee, the Contractor, and NRC staff. The Contractor shall also include the draft comment response report as an appendix to the EA. The Preliminary Final EA shall be submitted as indicated in Table 1.

Subtask 4C – Prepare Publication-Ready Final EA

The Contractor shall prepare the publication ready final EA. The final EA shall address NRC comments on the preliminary final EA. The Contractor shall submit the final EA to the NRC as indicated in Table 1.

Subtask 4D – Complete Related Consultations

The Contractor shall support the NRC COR in fulfilling its consultation obligations for Section 7 under the Endangered Species Act (ESA) and Section 106 of the NHPA. With direction from the COR, the Contractor shall prepare the necessary documentation (e.g., letters, reports, text within EA, etc) to document the completion of the consultations. This subtask should be complete by the time the final EA is published, although it is possible to have them completed by the draft EA.

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 for Section 7 consultation under the Endangered Species 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/SEIS.

4.5 Task 5 - Hearing Support

The Contractor shall provide support to the NRC staff both for hearing preparation and at the hearing itself.

Task 5A – Pre-Hearing Support

The ASLB has admitted one contention related to the Marsland expansion project. The Contractor shall review the existing hearing file to understand the admitted contention and be prepared to respond to ASLB questions. The Contractor shall provide written responses to interrogatories from the ASLB, as needed.

Task 5B – Hearing Support

The Contractor shall provide written responses to interrogatories from the ASLB and shall provide subject matter experts to prepare written testimony and present oral testimony and respond 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 Marsland Expansion site, 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.

5.0 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 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:

- 1) Existing draft EA for Marsland and Administrative Record
- 2) The Marsland adjudicatory hearing file
- 3) Marsland Expansion Amendment Application, including Environmental Report;
- 4) Crow Butte's Source and Byproduct Materials License SUA-1534 and associated Safety Evaluation Report;
- 5) Material related to review of the Crow Butte ISR license renewal application, which can be found in ADAMS under SUA-1534 (such as EA);
- 6) The COR will provide the following additional documents to the Contractor as they become available:
 - a) Contentions submitted by petitioners, if any;

- b) Licensee responses to NRC requests for additional information;
- c) Additional NRC consultation letters and agency responses;
- d) NRC Safety Evaluation Report (SER);
- e) Comments from the public comment period on the Draft EA; and
- f) ASLB Orders and other applicable ASLB documents regarding contentions submitted by petitioners, if any;
- 7) NUREG-0650, Preparing NUREG-Series Publications, Revision 2 at <http://pbadupws.nrc.gov/docs/ML0410/ML041050294.pdf>;
- 8) NUREG-1379, NRC Editorial Style Guide at <http://pbadupws.nrc.gov/docs/ML0932/ML093280744.pdf>;
- 9) NUREG-1748, Environmental Review Guidance for Licensing Actions Associated with NMSS Programs at <http://pbadupws.nrc.gov/docs/ML0324/ML032450279.pdf>;
- 10) NUREG-1910, Generic Environmental Impact Statement for In-Site Leach Uranium Milling Facilities at <http://www.nrc.gov/reading-rm/doc-collections/nuregs/staff/sr1910/> ; and
- 11) 10 CFR Parts 20, 40 and 51, and other NRC regulations as applicable. <http://www.nrc.gov/reading-rm/doc-collections/cfr/>.

6.0 DELIVERABLES AND DELIVERY SCHEDULE

The presently anticipated schedule for deliverables/milestones required under this contract is outlined in Table 1 below. All deliverables shall be provided electronically to the NRC COR in MS Word format. The MS Word documents should be saved such that they are compatible with previous MS Word versions. In addition, as requested, certain deliverables shall also be provided electronically in PDF format.

Table 1. Deliverable/Milestone Schedule

Task	Subtask	Deliverable/Milestone	Media	Completion Date
2		Identification of any existing analysis/EA language that the Contractor cannot support	Electronic MS Word	Within 15 days of task order award
3	3A	Preliminary Draft EA	Electronic MS Word Format	Within 25 business days after the Contractor receives the RAI responses.

3	3B	Publication-Ready Draft EA	Electronic MS Word Format	Within 15 days of the Contractor receiving NRC comments on the preliminary draft EA
4	4A	Comment Resolution	Electronic MS Word Format and PDF Format	Within 18 business days after the completion of the public comment period.
4	4B	Preliminary Final EA	Electronic MS Word Format and PDF Format	Within 18 business days of the end of the public comment period
4	4C	Publication-Ready Final EA	Electronic MS Word Format and PDF Format	Within 10 business days after receiving NRC comments.
4	4D	Complete Related Consultations	Various (MS Word, Phone Records, Letters)	With the preliminary Final EA
5	5A	Pre-hearing Support	Electronic MS Word Format	At the direction of the COR (based on direction from ASLB/OGC).
5	5B	Hearing Support	Electronic MS Word Format; Oral Testimony	At the direction of the COR (based on direction from ASLB/OGC).

7. REQUIRED LABOR CATEGORIES AND LEVEL OF EFFORT

Individual Personnel, or team as a whole (i.e., subject matter experts, senior technical reviewers) performing the work described herein must have knowledge and at least 7 years of specialized experience each in such areas 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, cumulative impacts assessment, mitigation measures, and environmental monitoring. The Contractor's team shall also consist of staff capable of preparing a NEPA document, including the capability to create new graphics, GIS maps, figures and tables.

Table 2 – Level of Effort

Labor Category	Minimum Qualification Requirement
Project Manager (PM)	MS or higher AND 5 years in managing contracts with the Federal Government AND 5 years of experience in NRC's technical (e.g., groundwater for ISR facilities) and regulatory (e.g. NUREG's) aspects necessary for evaluating the environmental impacts of NRC licensed activities, such as in-situ uranium recovery.

	AND 15 years general NEPA experience with at least 5 years of specific experience in least one of the resource areas for the EA (as stated in the paragraph above)
Subject Matter Expert (SME)	BS or higher in any of the resource areas stated in the paragraph above AND At least 2 years of experience with uranium recovery projects
Sr. Tech Reviewer (STR)	MS or higher in a field directly related to water resources (e.g. hydrology, groundwater) AND At least 2 years of experience specific to water resources litigation (e.g. adjudicatory hearings) and providing oral and written testimony. AND At least 2 years of experience with uranium recovery projects
TOTAL ESTIMATED LOE	

8. GOVERNMENT-FURNISHED PROPERTY

The NRC COR will facilitate the Contractor's access to PNNL's EARRTH SharePoint site.

9. PERIOD OF PERFORMANCE

The period of performance for the work specified in this SOW shall commence on July 10, 2017 and end on July 09, 2017.

10. PLACE OF PERFORMANCE

Except as otherwise indicated the work shall be performed at the Contractor's facilities.

11. SPECIAL CONSIDERATIONS

11.1 Anticipated Travel

Anticipated meetings and other activities requiring Contractor travel are summarized in Table 3 below.

Table 3. Anticipated Travel

Task	Purpose	Location	# of Trips	Days per Trip	Staff per Trip

Task	Purpose	Location	# of Trips	Days per Trip	Staff per Trip
1	Kick-off/Planning Meeting with NRC COR	Rockville, MD	1	3	2
5	Hearing preparations	Rockville, MD	1	5	1-3
5	On-site oral arguments for the ASLB hearing	TBD	1	2	1-3

Contractor will be authorized travel expenses consistent with the substantive provisions of the Federal Travel Regulation (FTR) and the limitation of funds specified in this contract/order. All travel requires written Government approval from the COR

Travel will be reimbursed in accordance with FAR 31.205-46, "Travel costs" and the General Services Administration's Federal Travel Regulations at:
<http://www.gsa.gov/portal/content/104790>.

11.2 SECURITY

The work under this task order will be UNCLASSIFIED. However, work on this task order may involve the handling of documents that contain proprietary information. The Contractor shall safeguard documents containing proprietary information against unauthorized disclosure. After completion of work, the Contractor must either destroy the documents or return them to the NRC. If they are destroyed, please confirm this in an e mail to the COR with a copy to the COR and include the date and manner in which the documents were destroyed.

11.3 LICENSE FEE RECOVERY

Preparation of the Draft and Final EA and related environmental consultations are fee-recoverable. Work related to hearing support is not fee-recoverable.

11.4 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.

12. SECURITY

The work under this task order will be UNCLASSIFIED.

Work on this task order may involve the handling of documents that contain proprietary information. The contractor shall safeguard documents containing proprietary information against unauthorized disclosure. After completion of work, the contractor must either destroy the documents or return them to the NRC. If they are destroyed, please confirm this in an e mail to the COR with a copy to the CO and include the date and manner in which the documents were destroyed.

13. LICENSE FEE RECOVERY

Preparation of the Draft and Final EA and related environmental consultations are fee-recoverable. Work related to hearing support is not fee-recoverable.

SECTION F - Deliveries or Performance

NRCF030A PERIOD OF PERFORMANCE ALTERNATE I

This order shall commence on July 10, 2017 and will expire on July 09, 2020. (See FAR 52.216-18 - Ordering).

(End of Clause)

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/POSITION
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

*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.

(End of Clause)

CONTRACTING OFFICER'S REPRESENTATIVE

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

NRC COR:

Name: Nathan Goodman

Office: Office of Nuclear Material Safety and Safeguards (NMSS)

Street Address: 11555 Rockville Pike,
Rockville, MD 20852, Mail Stop: TWFN/ 4 B16

E-Mail: Nathan.Goodman@nrc.gov

Phone: [REDACTED]

NRC Alternate COR:

Name: Jessie Quintero

Office: Office of Nuclear Material Safety and Safeguards (NMSS)

Street Address: 11555 Rockville Pike,
Rockville, MD 20852, Mail Stop: TWFN/ 4 D56

E-Mail: Jessie.Quintero@nrc.gov

Phone: [REDACTED]

(b) Performance of the work under this contract is subject to the technical direction of the NRC COR. 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 COR or must be confirmed by the COR 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 COR's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the COR 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 COR 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. Cost Reimbursement Billing Instructions