ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 21

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

1. DATE OF ORDER: 05/08/2018

2. CONTRACT NO. *(If any)*: NRC-HQ-25-14-E-0003

3. ORDER NO.: 31310018F0054

4. REQUISITION/REFERENCE NO.: NMSS-18-0033

5. ISSUING OFFICE *(Address correspondence to)*:
US NRC - HQ
ACQUISITION MANAGEMENT DIVISION
MAIL STOP TWFN-5E03
WASHINGTON DC 20555-0001

6. SHIP TO:

a. NAME OF CONSIGNEE: NUCLEAR REGULATORY COMMISSION

b. STREET ADDRESS: NUCLEAR REGULATORY COMMISSION

c. CITY: WASHINGTON

d. STATE: DC

e. ZIP CODE: 20555-0001

7. TO: [redacted]

a. NAME OF CONTRACTOR: S C A INC

b. COMPANY NAME:

c. STREET ADDRESS: 2200 WILSON BLVD
SUITE 300

d. CITY: ARLINGTON

e. STATE: VA

f. Z P CODE: 22201

f. SH P 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: See Schedule

10. REQUISITION NG OFFICE: OFFICE OF NEW REACTORS

11. BUS NESS CLASS FICATION *(Check appropriate box(es))*

☐ a. SMALL ☐ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED ☐ e. HUBZone

☐ f. SERVICE-DISABLED VETERAN-OWNED ☐ g. WOMEN-OWNED SMALL BUS NESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM ☐ h. EDWOSB

12. F.O B. POINT:

13. PLACE OF
a. INSPECTION: Destination
b. ACCEPTANCE: Destination

14. GOVERNMENT B/L NO.:

15. DELIVER TO F.O B. POINT ON OR BEFORE *(Date)*: Multiple

16. DISCOUNT TERMS: 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)
	Task Order entitled "Technical Assistance for the National Environmental Policy Act of 1969 Review of Historic, Cultural, and Religious Resources for the Dewey-Burdock In Situ Uranium Recovery Project," under Enterprise-Wide Contract Number Continued ...					

18. SHIPPING POINT:

19. GROSS SHIPPING WEIGHT:

20. INVOICE NO.:

17(h) TOTAL *(Cont. pages)*: $0.00

21. MAIL INVOICE TO:

a. NAME: US NUCLEAR REGULATORY COMMISSION

SEE BILLING INSTRUCTIONS ON REVERSE

b. STREET ADDRESS (or P.O. Box): ONE WHITE FLINT NORTH
11555 ROCKVILLE PIKE
MAILSTOP O3-E17A

c. CITY: ROCKVILLE

d. STATE: MD

e. Z P CODE: 20852-2738

17(i) GRAND TOTAL: $214,176.41

22. UNITED STATES OF AMERICA BY *(Signature)*: 05/08/2018 Karla F. Fitz

23. NAME *(Typed)*: KARLA F. FITZ
TITLE: CONTRACTING/ORDER NG OFFICER

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
05/08/2018	NRC-HQ-25-14-E-0003	31310018F0054

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	NRC-HQ-25-14-E-0003. This task order is funded at $159,009.00. Total Obligated Amount: $159,009.00 Base and Exercised Options: $159,009.86 Base and All Options: $214,176.41 _____ _____ SC&A Authorized Rep. Date Accounting Info: 2018-C0200-FEEBASED-50-50D008-1061-35-4-195-252A-35-4-195-1061 Period of Performance: 05/08/2018 to 06/30/2020					

TOTAL CARR ED FORWARD TO 1ST PAGE (ITEM 17(H)) $0.00

TASK ORDER – Small Business EWC IDIQ for Sanford Cohen & Associates, Inc.

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION

(a) Technical Assistance for the National Environmental Policy Act of 1969 Review of Historic, Cultural, and Religious Resources for the Dewey-Burdock In Situ Uranium Recovery Project.

(b) Summary work description: The contractor shall assist the NRC staff with the review and evaluation of information gathered on sites of historic, cultural, and religious significance to the Lakota Sioux Tribes that could be impacted by the Dewey-Burdock ISR project. Specifically, the contractor shall provide technical assistance to the NRC staff with the identification of sites of historic, cultural, and religious significance to the Lakota Sioux Tribes, including efforts to determine whether the identified sites are eligible for listing in the National Register of Historic Places (NRHP) in accordance with 36 CFR 800.4(c). The contractor shall also assist with the evaluation of impacts from the construction and operation of the Dewey-Burdock ISR project to the identified sites and the identification of measures to avoid, minimize, or mitigate impacts. Additionally, the contractor shall assist the NRC staff in supplementing the final SEIS, Supplement 4 to NUREG-1910, with the information gathered.

B.2 CONSIDERATION AND OBLIGATION-TASK ORDERS

(a) The ceiling of this order for services is **$159,009.86**

(b) This order is subject to the minimum and maximum ordering requirements set forth in the contract.

(c) The amount presently obligated with respect to this order is **$159,009.00** ($[redacted] in Cost, $[redacted] in fixed fee). The obligated amount shall, at no time, exceed the order ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this order, in accordance with FAR Part 43 - Modifications. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk and may not be reimbursed by the Government.

(d) The Contractor shall comply with the provisions of FAR 52.232-22 - Limitation of Funds, for incrementally-funded delivery orders or task orders.

(e) Fixed Fee Holdback Amount: [redacted]

(End of clause)

B.3 PRICE/COST SCHEDULE

Base Period of Performance: Date of Award – June 30, 2020

CLIN	DESCRIPTION	ESTIMATED COST
0001	Labor	[redacted]
0002	Travel	
0003	ODC	
SUBTOTAL (rounded)		
0004	Indirect Cost Pool (includes G&A, Fringe, Overhead and Subcontractor Handling)	
SUBTOTAL (rounded)		
0005	Fixed-Fee	
TOTAL		**$159,009.86**

Optional Task 4 – Hearing Support: Date Exercised – June 30, 2020

CLIN	DESCRIPTION	ESTIMATED COST
0001	Labor	[redacted]
0003	Travel	
0003	ODC	
SUBTOTAL (rounded)		
0004	Indirect Cost Pool (includes G&A, Fringe, Overhead and Subcontractor Handling)	
SUBTOTAL (rounded)		
0005	Fixed-Fee	
TOTAL		**$31,237.57**

Optional Task 5 – Additional Support: Date Exercised – June 30, 2020

CLIN	DESCRIPTION	ESTIMATED COST
0001	Labor	[redacted]
0003	Travel	
0003	ODC	
SUBTOTAL (rounded)		
0004	Indirect Cost Pool (includes G&A, Fringe, Overhead and Subcontractor Handling)	
SUBTOTAL (rounded)		
0005	Fixed-Fee	
TOTAL		**$23,928.99**

Total Order Cost (Inclusive of Options) [redacted]
Total Order Fixed Fee (Inclusive of Options)

Base and Exercised Options **$159,009.86**
Base and All Options **$214,176.42**

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

TASK ORDER STATEMENT OF WORK (SOW)

"TECHNICAL ASSISTANCE FOR THE NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 REVIEW OF HISTORIC, CULTURAL, AND RELIGIOUS RESOURCES FOR THE DEWEY-BURDOCK IN SITU URANIUM RECOVERY PROJECT"

1. EWC TASK ORDER TITLE

Technical Assistance for the National Environmental Policy Act of 1969 Review of Historic, Cultural, and Religious Resources for the Dewey-Burdock In Situ Uranium Recovery Project.

2. BACKGROUND

On April 8, 2014, the NRC issued a license to Powertech (USA) Inc., (the licensee or Powertech) for the construction and operation of the Dewey-Burdock ISR project in Fall River & Custer Counties, South Dakota (License Number SUA-1600, ADAMS accession no. ML14043A392). The Federal Register notice (FRN) was published on April 15, 2014 (79 FR 21302). In support of the NRC's review of Powertech's license application, the NRC prepared a supplemental environmental impact statement (SEIS), Supplement 4 of NUREG-1910, and published the notice of availability (NOA) of the final SEIS (FSEIS) in the Federal Register (FR) on January 31, 2014 (79 FR 5468). The FSEIS (ML14024A477-Vol. 1 and ML14024A478-Vol. 2) assessed the potential environmental impacts of the construction, operation, aquifer restoration, and decommissioning of the Dewey Burdock ISR facility and of reasonable alternatives on the following environmental resources: land use; historical and cultural resources; visual and scenic resources; climatology, meteorology and air quality; geology and soils; water resources; ecological resources; socioeconomics; environmental justice; noise; transportation; public and occupational health and safety; and waste management.

The NRC staff prepared the FSEIS in accordance with NRC regulations at 10 CFR Part 51, "Environmental Protection Regulations for Domestic Licensing and Related Regulatory Functions," that implement NEPA and NRC staff guidance in NUREG–1748, "Environmental Review Guidance for Licensing Actions Associated with NMSS Programs."

The Dewey Burdock ISR Project is subject to an adjudicatory proceeding. On January 5, 2010, NRC issued a notice of opportunity for a hearing in the FR (75 FR 467). Hearing requests from two groups were submitted and the NRC's Atomic Safety and Licensing Board Panel (ASLBP) admitted these petitioners as intervenors, the Oglala Sioux Tribe and the Consolidated Intervenors. The ASLBP admitted seven contentions. On August 19-21, 2014, the ASLBP held an evidentiary hearing in Rapid City, SD concerning the seven contentions raised by the Oglala Sioux Tribe and the Consolidated Intervenors.

The ASLBP ruled in favor of the NRC staff and Powertech except for Contentions 1A and 1B, which challenged the adequacy of the NRC's impact assessment of historic and cultural resources of traditional and cultural significance to Native American Tribes and the NRC's consultation process. On April 30, 2015, the ALSBP issued a partial initial decision and ruled on Contentions 1A and 1B (LBP-15-16, ML15120A299). In its ruling, the ASLBP concluded

that (i) the final SEIS did not adequately address the environmental impacts of the Dewey Burdock ISR project on Native American cultural, religious and historic resources (Contention 1A) and (ii) the required meaningful government-to-government consultation between the Oglala Sioux Tribe and the NRC Staff did not occur (Contention 1B). The ASLBP further concluded that additional consultation between the NRC staff and the Oglala Sioux Tribe was necessary to (i) satisfy the "hard look" required by National Environmental Policy Act (NEPA) and supplement the final SEIS, if necessary, and (ii) satisfy the consultation requirements of the National Historic Preservation Act (NHPA). On December 23, 2016, the Commission issued its decision on the NRC staff's petition for review of the ASLB's decisions on Contentions 1A and 1B, among other petitions for review (CLI-16-20). The Commission declined the NRC staff's petition for review and found that Contentions 1A and 1B should be considered "final" and directed that the proceeding remain open with respect to resolution of Board-identified deficiencies in Contentions 1A and 1B.

On June 23, 2015, the NRC staff sent a letter to the Oglala Sioux Tribe (ML15175A411) inviting the Tribe to meet on a government-to-government basis to discuss the identification of historic, cultural, and religious resources of significance to the Tribe that could be affected by the Dewey-Burdock ISR project. The Tribe responded on July 22, 2015, (ML15203A108) requesting additional information regarding the staff's roles and responsibilities and plans for fulfilling its responsibilities under the NHPA and NEPA. The staff provided the information by letter dated August 26, 2015 (ML15239B341). On December 17, 2015, the NRC staff sent a letter to the Tribe recognizing the need to meet with the Oglala Sioux Tribe on a government-to-government basis (ML15348A185). On May 19, 2016, the NRC staff and the Oglala Sioux Tribe met, on a government-to-government meeting in Pine Ridge, SD, to consult and gather information about historic, cultural, and religious resources of significance to the Oglala Sioux Tribe that could be affected by the construction and operation of the Dewey-Burdock ISR project.

On November 23, 2016, the NRC staff invited the Oglala Sioux Tribe to continue to consult and discuss the parameters of an additional survey of the Dewey-Burdock ISR site (ML16327A549).
On January 31, 2017, the NRC staff and the Oglala Sioux Tribe met via teleconference call to discuss several issues relating to the identification of cultural resources at the Dewey-Burdock project site. The staff presented a preliminary tribal survey approach consisting of (1) an open site survey of the license area, (2) an opportunity to conduct the survey as early as April or May
2017. The Tribe committed to provide the information about a tribal survey approach by mid-March 2017 and a teleconference call. The staff did not receive input and on April 14, 2017, the NRC staff invited the Tribe to participate in a tribal site survey of the Dewey-Burdock ISR project area. The letter discussed the specific details about the NRC's proposal to survey the project site to identify resources of historic, cultural, and religious significance to the Tribe (ML17103A500). On May 31, 2017, the Oglala Sioux Tribe responded stating that for the proposal remained unacceptable in its current form (ML17152A109). On July 24, 2017, the NRC staff responded to the Tribe's letter explaining the basis for its proposal (ML17205A067).

On August 3, 2017, NRC staff submitted a motion for summary disposition of contentions 1A and 1B (ML). On October 19, 2017, the Board issued its decision regarding the staff's motion for summary disposition. The Board granted the staff's motion on Contention 1B and denied Contention 1A (ML17292B298). The Board was unable to "…conclude that the NRC Staff has fulfilled this [NEPA] obligation to conduct such a study or survey because (1) the NRC Staff has yet to conduct any such study or survey – and thus the FSEIS deficiencies remain; and (2) there remains a material factual dispute as to whether the NRC Staff's chosen methodology

for obtaining information on the tribal cultural resources was reasonable." The Board further concluded that the following items established a significant material factual dispute regarding the reasonableness of the NRC Staff's proposed open-site survey: (i) scientific integrity and lack of a trained surveyor or ethnographer coordinating the survey, (ii) number of tribal members invited to participate, including the involvement of Tribal Elders, (iii) length of the time provided for the survey, (iv) Tribes invited to participate.
The Board provided the following options: (i) participate in an evidentiary hearing on the reasonableness of the open-site survey methodology, (ii) choosing a method for addressing the FSEIS deficiencies without consultation with the Oglala Sioux Tribe, (iii) use a settlement judge, and (iv) continue discussions with Oglala Sioux Tribe and attempt to find a method of addressing the deficiencies in the FSEIS that is mutually agreeable.
On December 6, 2017, the NRC provided a revised proposal to the Oglala Sioux Tribe (ML17340B365), Powertech (ML17340B374), and Consolidated Intervenors (ML17340B376) to identify sites of historic, cultural, and religious significance to the Oglala Sioux Tribe and Lakota Sioux Tribes that could be affected by the Dewey-Burdock ISR project and gather information to supplement the Final Supplemental Environmental Impact Statement (FSEIS). The revised proposal considered the information provided by the Oglala Sioux Tribe provided in its May 31, 2017, letter (ML17152A109), as well as information included and referenced by the Oglala Sioux Tribe in the adjudicatory hearing docket 40-9075-MLA. The NRC also included a preliminary schedule for implementing this proposed approach.

Powertech's response dated January 19, 2018 (ML 18019B268), and additional information provided on February 15, 2018 (ML18046B443), stated Powertech's objection of the December 2017 proposal because it does not provide assurances that it will be carried forward in a timely manner and will resolve the deficiencies. In addition, Powertech asserted that the NRC's December 2017 proposal would be cost-prohibitive and recommended an alternative; an ethnographic study based on the literature review that could include oral history interviews with Tribal Elders. The Oglala Sioux Tribe's response dated January 19, 2018 (ML18019B267) and additional information provided on February 15, 2018 (ML18046A171), stated the Tribe's general support of the approach and timeframe discussed in the December 2017 NRC proposal. The Tribe also re-stated its position that the only approach to identify resources of historic, cultural, and religious significance to Tribes is a physical survey of the project site. The Tribe also recommended that the proposed survey include Tribes that are non-Lakota Sioux Tribes; expanding the scope of Tribes.

3. OBJECTIVE(S)

T This SOW addresses the implementation of NRC's proposal described in its December 6, 2017, letter (ML17340B365), the conduct of an ethnographic/ethnohistorical study of the Dewey-Burdock ISR project geographic location, and supplementing the FSEIS with the information gathered.

The contractor shall assist the NRC staff with the review and evaluation of information gathered on sites of historic, cultural, and religious significance to the Lakota Sioux Tribes that could be impacted by the Dewey-Burdock ISR project. Specifically, the contractor shall provide technical assistance to the NRC staff with the identification of sites of historic, cultural, and religious significance to the Lakota Sioux Tribes, including efforts to determine whether the identified sites are eligible for listing in the National Register of Historic Places (NRHP) in accordance with 36 CFR 800.4(c). The contractor shall also assist with the evaluation of impacts from the construction and operation of the Dewey-Burdock ISR project to the identified sites and the identification of measures to avoid, minimize, or mitigate impacts. Additionally,

the contractor shall assist the NRC staff in supplementing the final SEIS, Supplement 4 to NUREG-1910, with the information gathered.

Finally, the contractor's technical staff shall assist the NRC in presenting technical information, and preparing, developing and providing written and oral testimony as part of the adjudicatory hearing, as needed.

All these efforts will require a comprehensive and robust coordination, consultation, outreach, and facilitation program that the contractor might be required to carry out in support of the NRC staff's efforts.

4. STATEMENT OF WORK TASKS

Task 1 - Project Management

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

Task 1A- Project Management

The Contractor will have a dedicated project manager assigned to the task order.

Task 1B - Communication

The Contractor 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, file management). Communication may be more or less often depending on the need.

Task 2 – Identifying Sites of Historic, Cultural, and Religious Significance to Lakota Sioux Tribes

The Contractor shall provide technical assistance to the NRC staff with the identification efforts of (including NRHP eligibility determinations), assessment of impacts to, and measures to avoid, minimize, or mitigate impacts for sites of historic, cultural, and religious significance to the Lakota Sioux Tribes at the Dewey-Burdock ISR project site. Activities to be completed by the Contractor shall include:

- Conducting research, literature review, or studies regarding the historical significance of the Lakota Sioux Tribes in the geographic area of interest;
- Conducting oral history interviews with Tribal Elders of Lakota Sioux Tribes;
- Participating in meetings, teleconferences, or webinars with Tribal representatives and other stakeholders;
- Conducting an ethnohistorical study Participating in a tribal site survey with Tribal representatives;
- Assisting with the conduct of a tribal site survey and preparing the survey report;
- Supplementing the final SEIS; and
- Outreach activities to Tribal representatives, including coordination with, making phone calls, and writing letters to the Tribes.

All meetings, teleconferences, webinars, e-mail communications, studies, interviews, surveys, research activities, etc. in support of this Task 2 in this SOW shall be documented in writing and provided to the NRC COR as discussed in the subtasks below.

Subtask 2A – Review Existing Information about Historic, Cultural, and Religious Resources of Significance to Lakota Sioux Tribes

The Contractor shall review all existing information and literature available regarding historic, cultural, religious resources of significance to Lakota Sioux Tribes related to the Dewey Burdock ISR project. This includes the FSEIS (Supplement 4 to NUREG-1910), the 2012 "Overview of Places of Traditional Religious and Cultural Significance" for the Cameco/Powertech project areas developed by the SRI Foundation (ML12262A113), the tribal site survey the NRC conducted in 2013 (ML13343A142) of the Dewey-Burdock ISR project, the Programmatic Agreement executed (in accordance with Section 106 of the NHPA) for the Dewey-Burdock ISR project, the licensee's class III survey report, and correspondence and documents discussed in the Background section of this SOW. The Contractor shall also review existing informant and literature available regarding historic, cultural, religious resources to Lakota Sioux Tribes related to the geographic area of interest and related to other projects in this geographic region relevant to the purpose of this SOW. This may include information from the South Dakota State Historic Preservation Officer (SHPO), National Park Service, Forest Service, and Bureau of Land Management, and any other relevant state and federal government agency studies.

The Contractor shall start reviewing the information upon task order award. The Contractor shall prepare a document that consolidates all the information gathered in a comprehensive manner that can be used to supplement the FSEIS. This document is due 15 business days after task order award.

Subtask 2B – Outreach to, Meetings, and Correspondence with Lakota Sioux Tribes

At the direction of the NRC COR, the Contractor shall coordinate and prepare for and attend meetings (face-to-face meetings, teleconferences, webinars, etc.) with the Oglala Sioux Tribe and Lakota Sioux Tribes, at the direction of the COR. The Contractor may be tasked with the following activities in support of these meetings:

- Developing the agenda for meetings, including meetings with Tribal Councils;
- Gathering, preparing, and coordinating meeting materials (background information), including but not limited to survey reports, maps, photographs, and information pertaining to the Dewey Burdock ISR project;
- Taking notes during the meeting;
- Preparing a summary of the meetings for NRC and stakeholder review; and
- Developing letters to the Tribes.

If follow-up action items are identified during the meetings, the Contractor shall work with the NRC COR to develop a path forward for carrying out those action items. For all meetings or as directed by the NRC COR, the Contractor shall develop meeting summaries and provide a draft meeting summary to the NRC COR three business days after conclusion of the meetings. The Contractor shall finalize the meeting summaries within two business days after receiving NRC comments on the draft meeting summary. For correspondence with the Tribes, the Contractor and the NRC COR will work together to identify the delivery schedule for those letters.

Subtask 2C – Oral History Interviews with Tribal Elders

At the direction of the NRC COR, after this optional task is exercised, the Contractor shall conduct interviews with Tribal Elders of the Lakota Sioux Tribes. The purpose of the interviews is to gather information directly from the Tribes regarding the history and significance of the geographic area where the Dewey-Burdock ISR project is to be located to the Lakota Sioux Tribes. Information gathered will be used to supplement the FSEIS.

The Contractor shall assist the NRC COR in coordinating these interviews. Tasks shall include: (i) preparing the invitation letters, (ii) developing interview questions, (iii) conducting the interviews, and (iv) developing reports or summaries of the interviews.

In preparation for the interviews with Tribal Elders, the Contractor shall first provide to the NRC COR an outline that describes the approach for conducting these interviews. The outline shall be provided five business days after the NRC exercising the optional subtask. The Contractor and the NRC COR, as necessary, shall discuss the approach for conducting these interviews and the Contractor shall revise the approach based on these discussions with the NRC COR. The Contractor shall conduct the interviews with Tribal Elders. The interviews shall be conducted in person, to the extent possible.

The Contractor shall also prepare a report that documents the information gathered through the interviews. A draft report shall be provided to the NRC COR 10 business days after completing the interviews. The NRC COR will distribute the draft report to the Tribes for review and comment. The NRC COR will provide the comments to the Contractor and the Contractor shall review and incorporate all comments, as appropriate, and provide the final report to the NRC COR five business days after receiving the last set of comments from the NRC COR.

Subtask 2D – Tribal Site Survey and Survey Report

At the direction of the NRC COR, after this task is exercised, the Contractor shall assist the NRC staff with any tribal physical surveys that are conducted. The Contractor will be asked to assist with any of the following activities:

- Develop the survey methodology (e.g., conventional transects, landscape-based, a combination) with input from the Lakota Sioux Tribes or Oglala Sioux Tribe;
- Coordinate and conduct the physical survey with Tribal participation;
- Provide record keeping efforts and assistance during the survey;
- Provide the NRC staff with assistance in evaluating the identified sites against the eligibility criteria (for listing in the NRHP) in 36 CFR 60.4;
- Provide the NRC staff with assistance in assessing impacts to the sites of significance to the Tribes and identifying measures to avoid, minimize, or mitigate impacts; and
- Develop the NRC survey report.

If the Contractor becomes aware of any issues regarding the tribal site survey (e.g., communication, technical, schedule), the Contractor shall inform the NRC COR as soon as possible.

The characteristics of the survey shall include: (i) surveying the entire license area but focusing on the areas that the Lakota Sioux Tribes might identify as of interest and those areas that would potentially be disturbed by project construction or operation, (ii) the survey would take approximately four weeks in length to be divided in two phases: first phase of the field survey

could take place during the month of June 2018 for a two week period and second phase of the survey could take place during the month of August 2018 for another two week period.

The survey report shall include:

- the purpose of the survey,
- a description of the survey methodology,
- a list of participants, dates and locations,
- a description of the area(s) surveyed,
- a description of the sites of traditional and cultural significance identified,
- eligibility determinations using the NRHP evaluation criteria in 36 CFR 60.4, and the basis for the eligibility determinations (including, maps, photographs);
- a discussion of the impacts to the identified sites
- a discussion of measures to avoid, minimize of mitigate adverse effects and impacts.

The survey report shall conform to the South Dakota SHPO documentation guidelines.

The Contractor shall prepare a draft survey report for review and comment 10 business days after completing the survey. If a writing session to develop the survey report is necessary, the Contractor shall assist the NRC COR in coordinating, scheduling, and conducting the writing session. The writing session could be held face-to-face or via a webinar. The Contractor shall finalize the draft survey report and provide it to the NRC COR five business days after receiving the last set of comments from NRC.

The NRC will provide the draft survey report to the Tribes for review and comment. The Contractor shall provide the survey report to NRC 10 business days after receiving the comments from the Tribes. The Contractor shall assist the NRC with any discuss necessary with Tribes to finalize the survey report.

Task 3 - NEPA Environmental Review: Supplementing the FSEIS

The Contractor shall plan, coordinate, and conduct activities relating to the supplementation of the NEPA environmental review, as needed. The Contractor shall assist the NRC in supplementing the FSEIS. The supplemental information shall be developed as a stand-alone document. The supplement to the FSEIS shall include all the information gathered throughout implementing the subtasks under Task 2.

The Contractor shall use NUREG-1748, "Environmental Review Guidance for Licensing Actions Associated with NMSS Programs," in preparing the supplement to the FSEIS. The Contractor shall format the supplemental to the SEIS to meet NRC standards in NUREG-1379, "*NRC Editorial Style Guide*." Graphics shall be prepared by the Contractor in consideration that the NRC's published hardcopy versions of the NEPA environmental documents will be printed in black and white. To the maximum extent possible, the document shall read as if written by a single author, rather than seeming to be a compilation of individual articles written by multiple authors in differing styles. Additionally, the document shall be written in "plain language," meeting the intent of NRC's plain writing philosophy, techniques, and guidance.

Subtask 3A – Supplementing the FSEIS (Draft)

The Contractor shall prepare a draft supplement to the FSEIS that includes the following information:

- Introduction and background
- Purpose of the supplemental FSEIS
- Description of the proposed action
- Discussion of the Historic and Cultural Affected Environment, including a detailed discussion about the Lakota Sioux Tribe history
- Discussion of the efforts to identify sites of traditional and cultural religious and cultural significance to the Lakota Sioux Tribes (including resources eligible and not eligible for listing in the NRHP)
- Discussion of the impacts on these sites
- Discussion of the measures to avoid, minimize or mitigate the identified impacts, and
- Discussion of the Tribes comments, input, and objections, if any.

If the NRC is unable to obtain the information necessary to address the FSEIS deficiencies, the Contractor shall discuss the following in the supplement to the FSEIS: (1) a statement that such information is incomplete or unavailable, (2) a statement of the relevance of the incomplete or unavailable information to evaluating reasonably foreseeable significant adverse impacts on the human environment, (3) a summary of existing credible scientific evidence which is relevant to evaluating the reasonably foreseeable significant adverse impacts on the human environment, and (4) the agency's evaluation of such impacts based upon theoretical approaches or research methods generally accepted in the scientific community (see 40 CFR 1502.22(b)).

The draft supplement to the FSEIS shall be provided to the NRC COR 10 business days after completing the activities identified under Task 2. The Contractor shall finalize the draft supplement to the FSEIS five business days after receiving the NRC COR comments on the draft document.

The draft supplement to the FSEIS shall be published for public review and comment.

Subtask 3B – Supplementing the FSEIS (Final)

The Contractor shall assist the NRC in reviewing, incorporating, addressing, and responding to, as appropriate, all comments received on the draft FSEIS. The Contractor shall prepare and submit a draft compilation of comments and responses to the NRC COR. The Contractor shall incorporate the NRC comments (legal and technical) on the draft compilation of comments and responses and finalize all comments and responses.

The supplement to the FSEIS shall be revised in response to the comments, as appropriate, and any new or revised information that may become available. The final supplement to the FSEIS shall be provided in draft form to the NRC COR 10 business days after receiving the last set of comments from the NRC. The final version of the final supplement to the SEIS shall be provided five business days after receiving comments from the NRC COR on the draft version.

Task 4 – Hearing Support (Optional Task)

It is anticipated that the Contractor shall need to prepare written testimony and provide oral testimony during the adjudicatory proceedings regarding Contentions 1A for the Dewey Burdock ISR project. 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 PowerPoint presentations (in formats to be required by the ASLBP) and present oral testimony and responses to questions at the hearing, as needed and requested. If the ASLBP decides to conduct additional adjudicatory hearing proceedings, the Contractor shall attend the hearing. The Contractor's hearing participants shall be determined in consultation with the NRC COR in advance. The NRC COR will inform the Contractor of the anticipated hearing location and schedule.

Task 5 – Optional Support (Optional Task)

If requested by the COR, as confirmed by exercising this optional task, the contractor shall provide additional support for subtasks 2C, and 2D, as well as Task 3.

5. APPLICABLE DOCUMENTS AND STANDARDS

Applicable documents have been identified throughout the SOW.

6. DELIVERABLES/MILESTONE SCHEDULE AND REPORTING REQUIREMENTS

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, certain deliverables shall also be provided electronically in PDF format. This schedule shall be updated as necessary and provided to the NRC COR periodically upon request.

DELIVERABLE/MILESTONE SCHEDULE

Table 1 – Deliverables and Deliverables Schedules				
Task	**Subtask**	**Deliverable/Milestone**	**Quantity/Media**	**Completion Date**
2	2A	The Contractor shall prepare a document that consolidates all the information gathered in a comprehensive manner that can be used to supplement the FSEIS.	Electronic MS Word Format	This document is due 15 business days after task order award.
2	2B	For all meetings or as directed by the NRC COR, the Contractor shall develop meeting.	Electronic MS Word Format	Draft summaries - within 2 business days after conclusion of the meetings. Final summaries - within 2 business day after receiving NRC comments on the draft meeting summary.
2	2B	For correspondence with the Tribes, the Contractor and the NRC COR will work together to identify the delivery schedule for those letters.	Electronic MS Word Format	Contractor and the NRC COR will work together to identify the delivery schedule for those letters.
2	2C	The Contractor shall provide to the NRC COR an outline that describes the approach for conducting interviews with Tribal elders	Electronic MS Word Format	The outline shall be provided 5 business days after exercising the optional subtask.
2	2C	The Contractor shall prepare a report that documents the information gathered through the interviews.	Electronic MS Word Format	A draft report shall be provided to the NRC COR 10 business days after completing the interviews. The final report shall be provided to NRC COR 5 business days after receiving the last set of comments from the NRC COR.
2	2D	The Contractor shall prepare a draft survey report for review and comment.	Electronic MS Word Format and PDF Format	Provide draft survey report to the NRC COR 10 business

		The Contractor shall prepare a final survey report.		days after completing the survey. Provide final draft survey report to the NRC COR 5 business days after receiving the last set of comments from NRC. Provide final survey report to NRC 10 business days after receiving the comments from the Tribes.
2	2D	If a writing session to develop the survey report is necessary, the Contractor shall assist the NRC COR in coordinating, scheduling, and conducting the writing session.	The writing session could be held face-to-face or via a webinar.	At the COR direction.
3	3A	The Contractor shall prepare a draft supplement to the FSEIS. The Contractor shall finalize the draft supplement to the FSEIS.	Electronic MS Word Format and PDF Format	Provide draft supplement to FSEIS to NRC COR 10 business days after completing the activities identified under subtasks 2C, 2D. Provide final draft supplement to FSEIS to NRC COR five business days after receiving the NRC COR comments on the draft document.
3	3B	The Contractor shall assist the NRC in reviewing, incorporating, addressing, and responding to, as appropriate, all comments on the draft supplement to the FSEIS. The Contractor shall prepare and submit a draft compilation of comments and responses to the NRC COR. The Contractor shall incorporate the NRC comments (legal and technical) on the draft compilation of comments and responses and finalize all comments and	Electronic MS Word Format and PDF Format	Draft compilation of comments and responses due to NRC COR 10 business days after receiving the last comment from NRC. The final compilation of comments and responses is due to the NRC at the same time as the

		responses.		draft final supplement to the SEIS (see next deliverable).
3	3B	The Contractor shall prepare and submit the draft final supplement to the SEIS, including the final compilation of comments and responses. The Contractor shall finalize the final supplement to the FSEIS and provide it to the NRC. The Contractor shall submit a "camera-ready" version of the final supplemental EA to the NRC COR.	Electronic MS Word Format and PDF Format	The final supplement to the FSEIS shall be provided in draft form to the NRC COR 10 business days after receiving the last set of comments from NRC. The final version of the final supplement to the SEIS shall be provided within five business days after receiving comments from the NRC COR on the draft version.
4	4	It is presently anticipated that the Contractor shall need to prepare written testimony and provide oral testimony during the adjudicatory proceedings regarding Contention 1A for the Dewey-Burdock ISR project. Attend hearing.	Electronic MS Word Format, PDF Format, and MS Power Point Format	At the direction of the COR.

Note: This delivery schedule may be modified after task order award via Technical Direction from the COR, provided Contractor has agreed to the changes incorporated in the Technical Direction letter.

7. Technical Directions

The COR may issue Technical Directions (TDs) from time to time throughout the duration of the task order. These TDs must be within scope of the task order SOW and shall not constitute new assignments of work or changes of such a nature as to constitute a change to the task order cost or period of performance. Any modifications to the scope of work, cost, or period of performance of this task order must be issued by the task order Contracting Officer (CO) and shall be coordinated with the task order Contracting Officer's Representative (COR). The COR may issue TDs for the purpose of making adjustments or clarifications to the timing and performance of the tasks/sub-tasks (if applicable) and/or the milestone schedule/delivery schedule of the documents within this task order.

In the event that the contractor believes that a TD issued against this task order has an impact in terms of changing the scope, cost, or period of performance of the task order, the contractor shall

immediately inform the task order CO and request appropriate guidance prior to taking action on the TD in question.

8. GOVERNMENT-FURNISHED PROPERTY

The NRC COR will facilitate the Contractor's access to PNNL's EARRTH SharePoint site, if it is used.

9. PLACE OF PERFORMANCE

The work to be performed under this task order shall be performed at the Contractor's facility except for the travel described in Section 10.1 of this statement of work.

10. SPECIAL CONSIDERATIONS

10.1 TRAVEL

Anticipated meetings and other activities requiring Contractor travel are summarized in Table 2 below.

Table 2 - Anticipated Travel

Task	Purpose	Location	Number of Trips	Days per Trip	Staff Members per Trip
2B-C	Meetings with Tribes, face-to-face meetings	Rapid City, SD	1	10	1
2C	Oral History Interviews	Rapid City, SD	1	10	1
2D	Tribal Site Survey	Edgemont, SD	2	12	2

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 CO, unless otherwise delegated to 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.

All travel requires prior written approval from the COR.

10.2 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.

10.3 LICENSE FEE RECOVERY

Tasks 1, 2 and 3 are fee recoverable.

Task 4 is not fee recoverable.

SECTION F - Deliveries or Performance

NRCF030A PERIOD OF PERFORMANCE ALTERNATE I

This order shall commence on May 8, 2018 and will expire on June 30, 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]

*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: [redacted]
Office: Office of Nuclear Material Safety and Safeguards (NMSS)
Street Address: 11555 Rockville Pike,
Rockville, MD 20852
E-Mail: [redacted]
Phone: [redacted]

NRC Alternate COR:
Name: [redacted]
Office: Office of Nuclear Material Safety and Safeguards (NMSS)
Street Address: 11555 Rockville Pike,
Rockville, MD 20852, Mail Stop: [redacted]
E-Mail: [redacted]
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