

2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. NMSS-21-0057	5. PROJECT NO. (If applicable)
6. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001	CODE NRCHQ	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) S C A INC ATTN GREGORY BERONJA 2200 WILSON BLVD SUITE 300 ARLINGTON VA 22201	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. 31310020D0009 31310020F0107
CODE 071167910	FACILITY CODE	10B. DATED (SEE ITEM 13) 08/12/2020

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: XXXXXXXXXX
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-3 Changes-Time-and-Materials or Labor-Hours (Sept 2000)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT Contractor is not is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is utilize the minimum guarantee and award the first task order to SC&A, Inc.

The NRC hereby awards task order 31310020D0009/31310020F0107 entitled, "Technical Assistance for NEPA and NHPA Section 106 Reviews Regarding Oglala Sioux Tribe's Sites of Significance for the Crow Butte ISR License Renewal Application," with a period of performance of 04/28/2021 through 04/27/2023.

Task Order Type: Time-and-Materials (T&M)

New Accounting and Appropriation Data:
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MONIQUE B. WILLIAMS
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 04/29/2021
(Signature of person authorized to sign)	(Signature of Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
31310020D0009/31310020F0107/P00001

PAGE OF
2 32

NAME OF OFFEROR OR CONTRACTOR
S C A INC

ITEM NO (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	2021-X0200-LICAMEND-50-50D011-1061-35-4-195-251A-3 5-4-195-1061-LICA Amount: ██████████ 2021-X0200-GDECRECL-50-50D011-1061-35-4-195-251A-3 5-4-195-1061-GDEC Amount: ██████████ Total Obligated Amount: ██████████ Total Task Order Ceiling: \$254,434.99 Period of Performance: 04/28/2021 to 04/27/2023				

Section B - Supplies or Services/Prices was revised as follows.

Summary of Clause Changes:

Clause titled **BRIEF PROJECT TITLE AND WORK DESCRIPTION** is incorporated as follows:

BRIEF PROJECT TITLE AND WORK DESCRIPTION

(a) The title of this project is: Technical Assistance for NEPA and NHPA Section 106 Reviews Regarding Oglala Sioux Tribe's Sites of Significance for the Crow Butte ISR License Renewal Application

(b) Summary work description: The objective of this task order is to obtain technical assistance to complete the NRC’s identification obligations under Section 106 process of the NHPA and NEPA to resolve the remaining contention in the adjudicatory proceeding for the Crow Bute ISR license renewal request. These efforts focus on the identification of sites of historic, cultural, and religious significance to the Tribe within the Crow Butte Project license area that could be affected by the continued operation of the Crow Butte Project under the renewed license.

Clause titled **CONSIDERATION AND OBLIGATION-TIME-AND-MATERIALS CONTRACT** is incorporated as follows:

CONSIDERATION AND OBLIGATION-TIME-AND-MATERIALS CONTRACT

(a) The ceiling price to the Government for full performance under this contract is \$254,434.99.

(b) The contract includes: (1) direct labor hours at specified fixed hourly rates, inclusive of wages, fringe, overhead, general and administrative expenses, and profit, totaling [REDACTED] and (2) cost of materials totaling [REDACTED].

(c) The amount presently obligated by the Government with respect to this contract is [REDACTED]

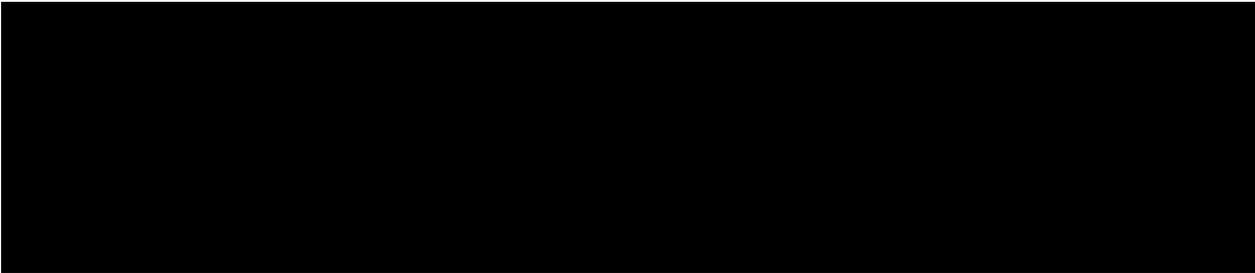
(d) It is estimated that the amount currently obligated will cover performance through September 2022.

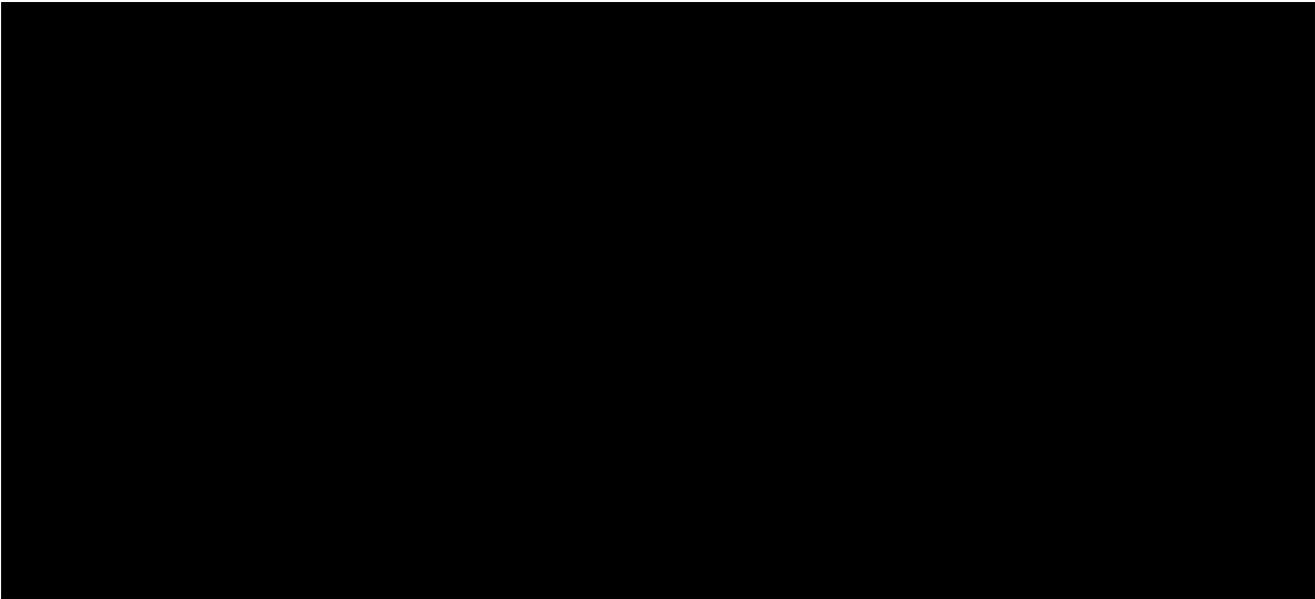
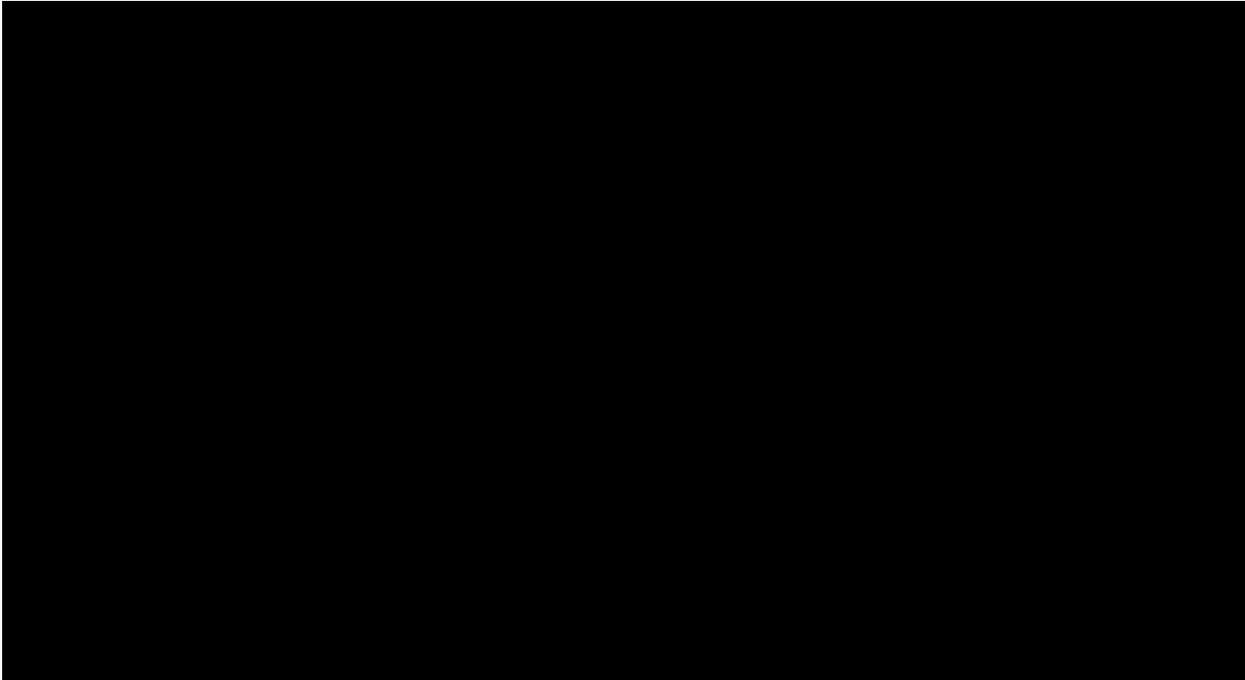
(e) This is an incrementally-funded contract and FAR 52.232-22 – “Limitation of Funds” applies.

Summary of Clause Changes:

Clause titled **PRICE/COST SCHEDULE** is incorporated as follows:

PRICE/COST SCHEDULE





TOTAL TASK ORDER CEILING FOR YEARS ONE AND TWO (NOT-TO-EXCEED):
\$254,434.99

Section C - Description/Specifications was revised as follows.

Summary of Clause Changes:

Clause titled **STATEMENT OF WORK** is incorporated as follows:

STATEMENT OF WORK

1. PROJECT TITLE

“Technical Assistance for the NEPA and NHPA Section 106 Reviews Regarding Oglala Sioux Tribe’s Sites of Significance for the Crow Butte License Renewal Application.”

2. BACKGROUND

On November 27, 2007, Crow Butte Resources, Inc. (CBR) submitted a license renewal application (LRA) to the U.S. Nuclear Regulatory Commission (NRC) requesting a 10-year renewal of source materials license SUA-1534, which authorizes the operation of CBR’s in situ uranium recovery (ISR) facility in Crawford (Dawes County), Nebraska (the Crow Butte Project).

On October 30, 2014, the NRC staff published a Federal Register notice (79 FR 64629) indicating that it had prepared an [environmental assessment \(EA\)](#) for its review of the LRA. The Federal Register notice summarized the EA’s conclusions and provided the staff’s finding of no significant impact (FONSI). On November 5, 2014, the NRC issued renewed [source materials license SUA-1534](#) authorizing continued ISR operations at the Crow Butte Project for an additional 10 years (79 FR 68490). The renewed license was also supported by a safety evaluation report issued in August 2014 ([ADAM Accession No. ML14149A433](#)).

The NRC staff prepared the EA in accordance with NRC regulations at 10 CFR Part 51, “Environmental Protection Regulations for Domestic Licensing and Related Regulatory Functions,” which implement the National Environmental Policy Act (NEPA), and NRC staff guidance in NUREG–1748, “Environmental Review Guidance for Licensing Actions Associated with NMSS Programs.” The EA assessed the potential environmental impacts of the license renewal and of reasonable alternatives (no-action alternative) 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 Crow Butte Project license renewal is also subject to an adjudicatory proceeding. On May 27, 2008, NRC issued a notice of opportunity for a hearing in the Federal Register (73 FR 30426), and hearing requests from the Oglala Sioux Tribe (Tribe) and Consolidated Intervenor were granted. On August 24-28, 2015, an NRC Atomic Safety and Licensing Board (ASLB or Board) held an evidentiary hearing on nine contentions covering six areas: (i) historic and cultural resources, (ii) radiological health impacts, (iii) impacts to groundwater and surface water and associated mitigation measures, (iv) environmental justice, (v) impact of tornadoes, and (vi) impacts of earthquakes. On May 26, 2016, the Board issued a partial initial decision ([LBP-16-7](#)) on the contention related to historic and cultural resources (Contention 1). In LBP-16-7, the Board found that the NRC staff satisfied its consultation obligations under Section 106 of the National Historic Preservation Act (NHPA), but did not satisfy its identification obligations under the NHPA or its obligation to take a “hard look” at impacts to sites of historic, cultural, and

religious significance to the Tribe under NEPA. On October 8, 2020, the Commission issued a decision ([CLI-20-08](#)) denying the licensee's petition for review of LBP-16-7.

3. OBJECTIVE

The objective of this task order is to obtain technical assistance to complete the NRC's identification obligations under Section 106 process of the NHPA and NEPA to resolve the remaining contention in the adjudicatory proceeding for the Crow Butte ISR license renewal request.

4. SCOPE OF WORK

The Contractor shall assist the NRC staff in completing its identification obligations under the NHPA Section 106 process and its NEPA environmental review activities to resolve deficiencies in the staff's NHPA and NEPA reviews that the Board identified in LBP-16-7. These efforts focus on the identification of sites of historic, cultural, and religious significance to the Tribe within the Crow Butte Project license area that could be affected by the continued operation of the Crow Butte Project under the renewed license.

The NRC staff considers the geographic scope for purposes of NEPA and area of potential effect (APE) for purposes of NHPA to be the 2,875-acre license area of the Crow Butte Project. The Contractor shall (1) assist the NRC staff with reviewing and evaluating available information about sites of historic, cultural, and religious significance to the Oglala Sioux Tribe within the license area that could be affected by the Crow Butte Project license renewal, and (2) assist the staff with gathering and analyzing additional information about sites of historic, cultural, and religious significance to the Tribe that could be affected by the license renewal of the Crow Butte Project. Specifically, the Contractor shall assist the NRC staff with the identification efforts, including determining whether identified sites are eligible for listing in the National Register of Historic Places (NRHP) in accordance with 36 CFR 800.4(c). Additionally, the Contractor will assist with the assessment of impacts to identified sites, and the identification of measures to avoid, minimize, or mitigate adverse effects.

The Contractor shall also assist the NRC staff in preparing an EA supplement that presents additional findings and analyses based on the information gathered from the reviews of available information and identification efforts that are conducted. All these efforts will require a comprehensive and robust coordination, outreach, and facilitation program.

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

5. TASKS

5.1 - Task 1 - Program Management

The Contractor will have a dedicated project manager assigned to the task order. The Contractor Project Manager shall have overall responsibility for ensuring that a robust and comprehensive quality assurance program is adequately implemented. The Contractor Project Manager shall ensure that all deliverables have been prepared in accordance with quality

assurance standards and shall review all deliverables for adequacy, accuracy, and consistency in technical content.

The Contractor shall participate in status calls or face-to-face meetings with the NRC COR to discuss the status of the project (e.g., technical issues, contract monitoring, file management). A weekly status call or meeting is anticipated to occur with the technical staff, however communication may occur more or less often depending on the need.

A kickoff meeting with NRC staff will be held within 2 business days of task order award. The Project Manager and all technical staff assigned to the task order shall attend the kickoff meeting. The purpose of this meeting is to introduce staff and discuss the scope of work and task order expectations.

5.2 - Task 2 - Identifying Sites of Historic, Cultural, and Religious Significance to the Oglala Sioux Tribe

The Contractor shall provide technical assistance to the NRC staff with the efforts to identify sites of historic, cultural, and religious significance to the Tribe (including NRHP eligibility determinations), assessment of impacts to all identified sites (whether eligible or not eligible for listing in the NRHP), and measures to avoid, minimize, or mitigate impacts from the Crow Butte Project site. Activities to be completed by the Contractor shall include:

- Conducting research, literature review, or studies regarding the sites of historic, cultural, and religious significance to the Tribe within the license area and geographic region (e.g., Crow Butte, Ft. Robinson, etc.);
- Participating in in-person meetings, webinars, teleconferences with Tribal representatives; and
- Developing a methodology for a site survey to identify sites of historic, cultural, and religious significance to the Tribe within the Crow Butte Project license area, managing the execution of the survey methodology, and preparing a survey report. The methodology would include onsite fieldwork and information-gathering sessions with Tribal Elders or other appropriate members of the Oglala Sioux Tribe.

All meetings, teleconferences, webinars, e-mail communications, studies, surveys, research activities, and other efforts in support of Task 2 in this SOW shall be documented in writing.

5.2.1 - Subtask 2A – Review Available Information About Sites of Historic, Cultural, and Religious Significance to the Oglala Sioux Tribe

The Contractor shall review all available information and literature related to sites of historic, cultural, and religious significance to the Tribe within the Crow Butte Project license area and the geographic region. This information includes, but is not limited to, documents provided by the licensee or developed during the staff's initial review of the license renewal application (e.g., the Bozell & Pepperl Class III archaeological survey report, NRC's tribal cultural property survey report, the EA, the license application, and reports developed by the original contractor in support of the staff's EA). The Contractor shall start reviewing the information upon task order award.

The Contractor shall also review existing information and literature related to other projects in

this geographic region relevant to the purpose of this SOW. This may include information from the Nebraska State Historic Preservation Officer (SHPO), National Park Service, U.S. Forest Service, U.S. Bureau of Land Management, and any other relevant state and federal government agency studies.

The Contractor shall develop a literature review report (e.g., similar to a Class I survey) of the information reviewed. The draft report shall be provided within 15 business days after the task order is awarded. The final report shall be provided within 5 business days after receiving NRC COR comments.

5.2.2 - Subtask 2B – Meetings with the Oglala Sioux Tribe

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

- Developing the agenda for the meeting;
- Gathering, preparing, and coordinating meeting materials (background information) including but not limited to survey reports, maps, photographs, and information pertaining to the Crow Butte Project;
- Facilitating the meeting;
- Taking notes during the meeting;
- Preparing a draft summary of the meeting

If required, the Contractor shall prepare a draft summary of the meeting to be provided to NRC COR no later than 2 business days of holding the meeting. The draft summary shall include the purpose of the meeting, list of participants, outcome of the meeting, and any action items. If follow-up action items are identified during the meetings, the Contractor shall work with the NRC COR to develop a path forward for completing those action items.

5.2.3 - Subtask 2C - Identification Efforts and Report

At the direction of the NRC COR, the Contractor shall manage and facilitate a survey and other identification activities with the Oglala Sioux Tribe. The Contractor might be directed to assist with the following activities:

- Develop a site survey methodology with input from the Tribe to include onsite fieldwork and information-gathering sessions with Tribal Elders or other appropriate members of the Oglala Sioux Tribe;
- Conduct the survey with the Tribe;
- Collect and maintain records of all data and other information obtained during the survey;
- Develop a survey report;
- Provide overall management of the survey. If the Contractor becomes aware of any issues (e.g., communication, technical, schedule), the Contractor shall inform the COR as soon as possible;
- 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; and
- Provide the NRC staff with assistance in assessing impacts to the sites of significance to the Tribe (eligible or not eligible for listing in the NRHP), and identifying measures to avoid, minimize, or mitigate impacts.

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 identified sites of historic, cultural, and religious significance to the Tribe,
- 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 potential impacts to all identified sites (whether NRHP eligible or not),
- a discussion of measures to avoid, minimize or mitigate impacts.

The survey report shall conform to the Nebraska State Historic Preservation Office (SHPO) documentation guidelines (<https://history.nebraska.gov/historic-preservation>).

The Contractor shall prepare an initial draft survey report for NRC staff's review and comment within 15 business days after completing the survey. The Contractor shall prepare a final draft survey report addressing the comments from the NRC COR and provide it to the NRC COR 10 business days after receiving the last set of comments from NRC on the initial draft survey report.

The NRC will provide the final draft survey report to the Tribe for review and comment. The Contractor shall review the Tribe's comments and revise the survey report, as appropriate. The Contractor shall assist the NRC with any discussions necessary to address the Tribe's comments. After all comments (Tribe and NRC staff's) are addressed, the Contractor shall provide the final survey report to the NRC COR 10 business days after receiving the Tribe's comments from NRC COR or holding the last discussion with the Tribe, whichever one occurs last.

5.3 - Task 3 - NEPA Environmental Review

The Contractor shall plan, coordinate, and conduct activities relating to preparing an EA supplement. The NEPA and Section 106 reviews shall be coordinated together and documented in the EA supplement.

5.3.1 - Subtask 3A – Preparing Draft EA Supplement

The Contractor shall assist the NRC in preparing a draft EA supplement to augment the staff's original EA discussion and analysis to address the deficiencies identified by the Board. The draft EA supplement shall be developed as a stand-alone document.

The draft EA supplement shall be informed by all the information gathered throughout the identification efforts conducted as part of Task 2, "Identifying Sites of Historic, Cultural, and Religious Significance to the Oglala Sioux Tribe," of this task order. The draft EA supplement shall contain, at a minimum, the following information:

- Introduction and background
- Purpose of the EA supplement (including a brief discussion of the deficiencies the EA supplement is addressing)
- Description of the proposed action

- Discussion of the affected environment for cultural resources
- Discussion of the efforts to identify sites of historic, cultural, and religious significance to the Tribe (including sites eligible and not eligible for listing in the NRHP)
- Discussion of the results of the identification efforts
- Discussion of the potential impacts of license renewal on identified sites of historic, cultural, and religious significance to Tribe
- Discussion of the measures to avoid, minimize or mitigate the identified impacts
- Discussion of the Tribe's input and comments

The Contractor shall provide an initial draft EA supplement to the NRC COR 15 business days after completing the activities identified under Task 2, "Identifying Sites of Historic, Cultural, and Religious Significance to the Oglala Sioux Tribe," of this task order. The Contractor shall prepare a final draft EA supplement within 10 business days after receiving the NRC COR comments on the initial draft EA supplement.

The Contractor shall use [NUREG-1748](#), "Environmental Review Guidance for Licensing Actions Associated with NMSS Programs," in preparing the EA supplement. The Contractor shall format the EA supplement to meet NRC standards in NUREG-1379, "NRC Editorial Style Guide." Graphics shall be prepared by the Contractor with the understanding that the NRC's published hardcopy versions of the EA supplement will be printed in black and white. Additionally, the EA supplement shall be written in "plain language," meeting the intent of NRC's plain writing philosophy, techniques, and guidance (see <http://www.nrc.gov/public-involve/open/plain-writing/nrc-philosophy.html#guidance>).

5.3.2 - Subtask 3B – Tribe's Review of the Draft EA Supplement and Preparation of Final Draft EA Supplement for Public Review

The NRC COR will provide the Tribe with the final draft EA supplement for review and comment. After the NRC receives comments from the Tribe, the Contractor shall assist the NRC in reviewing and addressing comments from the Tribe. The Contractor shall assist the NRC with any discussions necessary with the Tribe to address the Tribe's comments. The Contractor shall revise the final draft EA supplement in response to the Tribe's comments, as appropriate and prepare a final version of the draft EA supplement for public review (after addressing the Tribe's comments). The final version for public review shall be provided to the NRC COR 15 business days after receiving the Tribe's comments or holding the last discussion with the Tribe, whichever one occurs last.

The NRC COR will then publish a Federal Register notice announcing the availability of the Draft EA Supplement for a 30-day public review and comment period.

5.3.3 - Subtask 3C – Compilation of Public Comments and Responses and Preparation of the Final EA Supplement

The Contractor shall review the public comments, delineate, and bin the comments, as appropriate. Each document containing comments from external stakeholders shall be identified with a unique identification number. The contractor shall review all comments and delineate each unique, individual comment within each comment-document. Each unique, individual comment shall also have its unique identification number.

The Contractor also shall prepare a draft compilation of public comments and written responses, and revise the EA supplement, as appropriate, to address the comments. The Contractor shall provide the draft compilation of comments and responses, and the revised EA supplement, to the NRC COR within 15 business days after receipt of the public comments from the NRC COR.

The Contractor shall revise the draft compilation of comments and responses and the EA supplement to address NRC staff comments, and provide final versions of both documents within 15 business days after receiving NRC staff's comments from the COR.

5.4 - Task 4 – Hearing Support

In support of the adjudicatory proceeding for the Crow Butte Project license renewal, the Contractor shall assist the NRC staff and the NRC Office of the General Counsel (OGC) in responding to any new contentions related to the work performed, including, as needed, supporting OGC during oral arguments before the Board. If new contentions (in the order of 2) are admitted for hearing, the Contractor shall provide appropriate subject matter experts to serve as witnesses for the staff. These witnesses shall, in cooperation with the staff and OGC, prepare written testimony and exhibits, provide oral testimony at the hearing, and assist with post-hearing activities as necessary.

5.5 - Task 5 – Additional Project Support

If requested by the NRC COR, the Contractor shall provide additional support for subtasks 2B and 2C (e.g., number and complexity of interactions with the Tribe, or scope and complexity of survey), as well as Task 3 and Task 4 (e.g., number and complexity of contentions).

6. APPLICABLE DOCUMENTS AND STANDARDS

Applicable documents have been identified throughout the SOW.

7. DELIVERABLES/MILESTONE SCHEDULE AND REPORTING REQUIREMENTS

The presently anticipated schedule for deliverables/milestones required under this task order is outlined in Table 1 below. All deliverables shall be provided electronically to the NRC COR in Microsoft Word format. The Microsoft Word documents should be saved such that they are compatible with previous Microsoft Word versions. In addition, certain deliverables shall also be provided electronically in Adobe PDF format as directed by the NRC COR. This schedule shall be updated as necessary and changes reflected in the Monthly Letter Status Report (MLSR).

Table 1. Deliverables and Completion Dates			
Task	Subtask	Deliverables	Completion Date
2	2A	Draft Literature review report	15 business days after award of the task order
		Final Literature review report	5 business days after receiving NRC COR comments
2	2B	Draft summaries of meetings (in-person, webinars, teleconferences) with the Oglala	2 business days after the meeting is held

		Sioux Tribe	
2	2C	Initial draft survey report Final draft survey report	15 business days after completing the survey 10 business days after receiving the last set of comments from NRC COR
2	2C	Final survey report	10 business days after receiving the Tribe's comments from NRC COR or holding the last discussion with the Tribe, whichever one occurs last
3	3A	Initial draft EA supplement Final draft EA supplement	15 business days after completing the activities identified under Task 2 10 business days after receiving the NRC COR comments on the draft document
3	3B	Final version of the draft EA supplement	15 business days after receiving the Tribe's comments or holding the last discussion with the Tribe, whichever one occurs last
3	3C	Draft compilation of public comments and responses, and a revised version of the EA supplement Final compilation of public comments and responses, and a final revised version of the EA supplement	15 business days after receipt of the public comments from the NRC COR 15 business days after receiving NRC comments from the COR
4	4	Hearing Support-Participate in the evidentiary hearing, supporting responses to contentions, etc.	At the direction of the COR.
All		MLSR	20 th day of the month

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.

MONTHLY LETTER STATUS REPORT

The contractor shall submit an electronic Monthly Letter Status Report (MLSR) by the 20th day of each month to the Contracting Officer's Representative (COR) and the Contracting Officer (CO) in accordance with the Base IDIQ.

If no work was performed during the prior month, the contractor shall not prepare and submit an MLSR.

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.

MONTHLY LETTER STATUS REPORT

The contractor shall submit an electronic Monthly Letter Status Report (MLSR) by the 20th day of each month to the Contracting Officer's Representative (COR) and the Contracting Officer (CO) in accordance with the Base IDIQ.

If no work was performed during the prior month, the contractor shall not prepare and submit an MLSR.

8. REQUIRED LABOR CATEGORIES

Project Manager

Minimum Qualifications: BA or BS and
5 years of Program Management experience in NEPA and NHPA Section 106 reviews

Subject Matter Expert

Minimum Qualifications: BS in archaeology or anthropology and
5 years of experience in conducting NHPA Section 106 reviews and NEPA environmental reviews focused on historic and cultural resources
Meet the professional standards under the regulations developed by the Secretary (see 36 CFR 800.2(a)(1))
5 years of experience in facilitation and public outreach
5 years of experience presenting technical information both oral and written

Desired: Experience working with Northern Plains Tribes

Technical Reviewer

Minimum Qualifications:
5 years of experience in conducting NHPA Section 106 reviews and NEPA environmental reviews focused on historic and cultural resources
3 years of experience in facilitation and public outreach
3 years of experience presenting technical information both oral and written

Administrative Support

Minimum Qualifications: 2 years of experience in clerical/administrative activities like tech editing

9. GOVERNMENT-FURNISHED PROPERTY

N/A

10. PERIOD OF PERFORMANCE

Refer to Section F, Clause entitled, "TASK/DELIVERY ORDER PERIOD OF

PERFORMANCE (SEP 2013)."

11. 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 below in Section 12 of this statement of work to Crow Butte ISR site in Crawford, NE, and Pine Ridge Reservation in South Dakota.

12. TRAVEL/MEETINGS

The Contractor will be authorized travel expenses consistent with the provisions of the Federal Travel Regulation (FTR) and the limitation of funds specified in this task order. All travel requires prior written 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>.

The following travel may occur under this task order:

Table 3. Anticipated Travel			
Location	Number of Trips	Days per Trip	# of Staff per Trip
Pine Ridge, SD or Crawford, NE	5	5	3

13. SECURITY

The work under this task order will be SENSITIVE UNCLASSIFIED NON-SAFEGUARDS INFORMATION (SUNSI). Work on this task order will involve the handling of documents that contain SUNSI (not publicly available). 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. The NRC does not expect the Contractor to require access to or handle any classified information.

14. LICENSE FEE RECOVERY

Tasks 1, 2 and 3 are fee recoverable.

CAC/Docket No./EPID: 000088/04008943/L-2017-LNE-0017

Task 4 is not fee recoverable.

CAC/EPID: A35005/L-2020-HRH-0000.

Section D - Packaging and Marking was revised as follows.

Summary of Clause Changes:

Clause titled **PACKAGING AND MARKING** is incorporated as follows:

PACKAGING AND MARKING

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

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

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

Clause titled **BRANDING** is incorporated as follows:

BRANDING

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

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Nuclear Material Safety and Safeguards, under Contract/order number 31310020D0009/31310020F0107.

Section E - Inspection and Acceptance was revised as follows.

Summary of Clause Changes:

Clause titled **INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)** is incorporated as follows:

INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the NRC Contracting Officer's Representative (COR) at the destination, accordance with FAR 52.247-34 - F.o.b. Destination.

Contract Deliverables:

Refer to Section C Statement of Work, Subsection 7.

Section F - Deliveries or Performance was revised as follows.

Summary of Clause Changes:

Clause titled **PLACE OF DELIVERY-REPORTS** is incorporated as follows:

PLACE OF DELIVERY-REPORTS

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

a. a. Contracting Officer's Representative (COR):
Refer to Section G, Clause entitled, "2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY. (OCT 1999)."

b. Contracting Officer (1 electronic copy)

Clause titled **TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013)** is incorporated as follows:

TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013)

This order shall commence on April 28, 2021 and will expire on April 27, 2023.

Section G - Contract Administration Data was revised as follows.

NRC Local Clauses Incorporated by Full Text

Summary of Clause Changes:

Clause titled **ELECTRONIC PAYMENT (DEC 2017)** is incorporated as follows:

ELECTRONIC PAYMENT (DEC 2017)

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

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted through the Invoice Processing Platform (IPP) (<https://www.ipp.gov/>). Back up documentation shall be included as required by the NRC's Billing Instructions.

NRCAR Clauses Incorporated By Full Text

Summary of Clause Changes:

Clause 2052.215-71 is incorporated as follows:

2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY. (OCT 1999)

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

Name: Diana Diaz-Toro

Address:

U.S. Nuclear Regulatory Commission
Office of Nuclear Material Safety and Safeguards
Mail Stop: TWFN 4 B16
Washington, DC 20555T

Telephone Number: 301-415-0930

Email: Diana.Diaz-Toro@nrc.gov

(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 (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.
- (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, approval of 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 COR 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 COR 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 as 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 the 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 thereto is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the COR 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.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

(End of Clause)

Clause 2052.215-78 is incorporated as follows:

2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999) - ALTERNATE I (OCT 1999)

- (a) Total expenditure for travel may not exceed [REDACTED] without the prior approval of the contracting officer.
- (b) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days prior to the commencement of travel.
- (c) The contractor will be reimbursed only for travel costs incurred that are directly related to this contract and are allowable subject to the limitations prescribed in FAR 31.205-46.
- (d) It is the responsibility of the contractor to notify the contracting officer in accordance with the FAR Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.
- (e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, must be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

*To be incorporated into any resultant contract

(End of Clause)

Section H - Special Contract Requirements was revised as follows.

NRC Local Clauses Incorporated by Full Text

Summary of Clause Changes:

Clause titled **SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 2016)** is incorporated as follows:

SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 2016)

The contractor must identify all individuals selected to work under this contract. The NRC Contracting Officer's Representative (COR) shall make the final determination of the level, if any, of IT access approval required for all individuals working under this contract/order using the following guidance. The Government shall have full and complete control and discretion over granting, denying, withholding, or terminating IT access approvals for contractor personnel performing work under this contract/order.

The contractor shall conduct a preliminary security interview or review for each employee requiring IT level I or II access and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of IT access approval for which the employee has been proposed. The contractor shall pre-screen its applicants for the following:

(a) felony arrest in the last seven (7) years; (b) alcohol related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (10) years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) years.

The contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the employee verify the pre-screening record or review, sign and date it. The contractor shall supply two (2) copies of the signed contractor's pre-screening record or review to the NRC Contracting Officer's Representative (COR), who will then provide them to the NRC Office of Administration, Division of Facilities and Security, Personnel Security Branch with the employee's completed IT access application package.

The contractor shall further ensure that its personnel complete all IT access approval security applications required by this clause within fourteen (14) calendar days of notification by the NRC Contracting Officer's Representative (COR) of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access approval applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's IT systems/data) is a requirement of this contract/order. Failure of the contractor to comply with this requirement may be a basis to terminate the contract/order for cause, or to offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the contractor.

SECURITY REQUIREMENTS FOR IT LEVEL I

Performance under this contract/order will involve contractor personnel who perform services requiring direct access to or operation of agency sensitive information technology systems or data (IT Level I). The IT Level I involves responsibility for: (a) the planning, direction, and implementation of a computer security program; (b) major responsibility for the direction, planning, and design of a computer system, including hardware and software; (c) the capability to access a computer system during its operation or maintenance in such a way that could

cause or that has a relatively high risk of causing grave damage; or (d) the capability to realize a significant personal gain from computer access.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary IT access may be approved by DFS/PSB based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorably review or adjudication of a completed background investigation. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor shall assign another contractor employee to perform the necessary work under this contract/order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When an individual receives final IT access approval from DFS/PSB, the individual will be subject to a reinvestigation every ten (10) years thereafter (assuming continuous performance under contracts/orders at NRC) or more frequently in the event of noncontinuous performance under contracts/orders at NRC.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record, and two (2) FD 258 fingerprint charts, to DFS/PSB for review and adjudication, prior to the individual being authorized to perform work under this contract/order requiring access to sensitive information technology systems or data. Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than seven (7) years residency in the U.S. will not be approved for IT Level I access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor individual may be denied access to NRC facilities and sensitive information technology systems or data until a final determination is made by DFS/PSB. The contractor individual's clearance status will thereafter be communicated to the contractor by the NRC Contracting Officer's Representative (COR) regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 and SF-86. Together, these furnish the basis for providing security requirements to contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems, remote development and/or analysis of sensitive information technology systems or data, or other access to such systems and data; access on a continuing basis (in excess more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

SECURITY REQUIREMENTS FOR IT LEVEL II

Performance under this contract/order will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary access may be approved by DFS/PSB based on a favorable review of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorably adjudication. However, temporary access authorization approval will be revoked and the contractor employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor is responsible for assigning another contractor employee to perform the necessary work under this contract/order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When a contractor employee receives final IT access approval from DFS/PSB, the individual will be subject to a review or reinvestigation every ten (10) years (assuming continuous performance under contract/order at NRC) or more frequently in the event of noncontinuous performance under contract/order at NRC.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, to DFS/PSB for review and adjudication, prior to the contractor employee being authorized to perform work under this contract/order. Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than seven (7) years residency in the U.S. will not be approved for IT Level II access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor employee may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made by DFS/PSB regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187, SF-86, and contractor's record of the pre-screening. Together, these furnish the basis for providing security requirements to contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems, remote development and/or analysis of sensitive information technology systems or data, or other access to such systems or data; access on a continuing

basis (in excess of more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) by telephone so that the access review may be promptly discontinued. The notification shall contain the full name of the contractor employee and the date of the request. Telephone notifications must be promptly confirmed by the contractor in writing to the NRC Contracting Officer's Representative (COR), who will forward the confirmation to DFS/PSB. Additionally, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) in writing, who will in turn notify DFS/PSB, when a contractor employee no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of a contractor employee who has been approved for or is being processed for IT access.

The contractor shall flow the requirements of this clause down into all subcontracts and agreements with consultants for work that requires them to access NRC IT resources.

Clause titled **SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORTS OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (JUL 2016)** is incorporated as follows:

SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORTS OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (JUL 2016)

Review and Approval of Reports

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

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The

contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

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

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

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

Clause titled **WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES** is incorporated as follows:

WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES

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

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

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

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

Clause titled **GREEN PURCHASING (SEP 2015)** is incorporated as follows:

GREEN PURCHASING (SEP 2015)

(a) In furtherance of the sustainable acquisition goals of Executive Order (EO) 13693, "Planning for Federal Sustainability in the Next Decade," products and services provided under this contract/order shall be energy efficient (EnergyStar® or Federal Energy Management Program - FEMP-designated products), water efficient, biobased, environmentally preferable (excluding EPEAT®-registered products), non-ozone depleting, contain recycled content, or are non- or low toxic alternatives or hazardous constituents (e.g., non-VOC paint), where such products and services meet agency performance requirements. See: Executive Order (EO) 13693, "Planning for Federal Sustainability in the Next Decade."

(b) The NRC and contractor may negotiate during the contract term to permit the substitution or addition of designated recycled content products (i.e., Comprehensive Procurement Guidelines - CPG), EPEAT®-registered products, EnergyStar®- and FEMP designated energy efficient products and appliances, USDA designated biobased products (Biopreferred® program), environmentally preferable products, WaterSense and other water efficient products, products containing non- or lower-ozone depleting substances (i.e., SNAP), and products containing non- or low-toxic or hazardous constituents (e.g., non-VOC paint), when such products and services are readily available at a competitive cost and satisfy the NRC's performance needs.

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

Clause titled **USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS** is incorporated as follows:

USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS

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

Clause titled **Key personnel. (JAN 1993)** is incorporated as follows:

KEY PERSONNEL. (JAN 1993)

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

[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.

NRCAR Clauses Incorporated By Full Text

Summary of Clause Changes:

Clause 2052.204-70 is incorporated as follows:

2052.204-70 SECURITY. (OCT 1999)

(a) Security/Classification Requirements Form. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 90 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

(b) It is the contractor's duty to safeguard National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall transmit to the Commission any classified matter in the possession of the contractor or

any person under the contractor's control in connection with performance of this contract upon completion or termination of this contract.

(1) The contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained if the retention is:

(i) Required after the completion or termination of the contract; and

(ii) Approved by the contracting officer.

(2) The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information, in whole or in part, to any other person or organization except as necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in Section I of this document.

(e) Definition of National Security Information. As used in this clause, the term National Security Information means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. As used in this clause, the term Restricted Data means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category under to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. As used in this clause the term Formerly Restricted Data means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) Security clearance personnel. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information,

except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(i) Criminal liabilities. Disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(j) Subcontracts and purchase orders. Except as otherwise authorized, in writing, by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(k) In performing contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued under the contract that involves originating or generating classified documents, material, and equipment must provide that the subcontractor or supplier assign the proper classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

(End of Clause)

Clause 2052.209-72 is incorporated as follows:

2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST. (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under

this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to

avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If, in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public;
or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial

information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

(End of Clause)

Section J - List of Documents, Exhibits and Other Attachments was revised as follows.

Table has been revised and now reads as follows:

Attachment Number	Title	Date
1	NRC FORM 187 CONTRACT SECURITY AND-OR CLASSIFICATION REQUIREMENTS	03/16/2021

Attachment Number	Title	Date
2	IPP Billing Instructions for Labor-Hour or Time-and-Materials Contracts	08/16/2017