

**ORDER FOR SUPPLIES OR SERVICES**

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

1. DATE OF ORDER 07/19/2022		2. CONTRACT NO. (If any) 31310018D0002		6. SHIP TO: a. NAME OF CONSIGNEE NUCLEAR REGULATORY COMMISSION	
3. ORDER NO. 31310022F0059		4. REQUISITION/REFERENCE NO. NMSS-22-0042		b. STREET ADDRESS 11555 ROCKVILLE PIKE	
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M WASHINGTON DC 20555-0001				c. CITY ROCKVILLE	
				d. STATE MD	e. ZIP CODE 20852-2738
7. TO: PAUL MALDONADO				f. SHIP VIA	
a. NAME OF CONTRACTOR SOUTHWEST RESEARCH INSTITUTE				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS 6220 CULEBRA RD				REFERENCE YOUR:	
d. CITY SAN ANTONIO				e. STATE TX	
				f. ZIP CODE 782385166	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITION NG OFFICE OFFICE OF NUCLEAR MATERIAL	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				12. F.O.B. POINT	
13. PLACE OF a. INSPECTION Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 03/29/2024	
b. ACCEPTANCE Destination				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)
	The Contractor shall provide services in accordance with the Statement of Work entitled, "Technical Assistance for the Development of an Environmental Assessment for Sequoyah Fuels Corporation's License Amendment Request for Approval of Alternate Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME FISCAL ACCOUNTING PROGRAM						\$0.00
b. STREET ADDRESS (or P.O. Box) ADMIN TRAINING GROUP AVERY STREET A3-G BUREAU OF THE FISCAL SERVICE PO BOX 1328						\$283,241.00
c. CITY PARKERSBURG		d. STATE WV	e. ZIP CODE 26106-1328			17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)		07/19/2022		23. NAME (Typed) JENNIFER A. DUDEK TITLE: CONTRACTING/ORDER NG OFFICER	
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**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

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

DATE OF ORDER 07/19/2022	CONTRACT NO. 31310018D0002	ORDER NO. 31310022F0059
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Concentration Limits."</p> <p>CONTRACTOR ACCEPTANCE OF TASK ORDER 31310022F0059:</p> <p>Acceptance of Task Order No. 31310022F0059 under Contract No. 31310018D0002 should be made by having an official, authorized to bind your organization, execute two copies of this document in the space provided and return one copy to the Contracting Officer. You should retain the other copy for your records.</p> <p>Accepted Task Order No. 31310022F0059 under Contract No. 31310018D0002:</p> <p>_____ Signature</p> <p>_____ Name</p> <p>_____ Title</p> <p>_____ Date</p> <p>Task Order Base and All Options: \$283,241.00 Task Order Exercised Amount: ██████████ Task Order Obligation Amount: \$85,710.53 Accounting Info: 2022-X0200-GDECRECL-50-50D011-1061-35-4-195-251A-35-4-195-1061-GDEC Period of Performance: 07/19/2022 to 03/29/2024</p>					
TOTAL CARR ED FORWARD TO 1ST PAGE (ITEM 17(H))					\$0.00	

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**B - Supplies or Services/Prices**

**B.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION**

(a) The title of this project is: **Technical Assistance for the Development of an Environmental Assessment for Sequoyah Fuels Corporation’s License Amendment Request for Approval of Alternate Concentration Limits**

(b) Summary work description:

The objective of this task order is to obtain Contractor technical assistance to the NRC staff for the development of an EA and to assist in NHPA Section 106 consultation activities, in support of the staff’s environmental review for the license amendment request from SFC to request approval for ACLs for certain ground water constituents monitored at SFC’s former uranium conversion facility site near Gore, Oklahoma.

**B.2 CONSIDERATION AND OBLIGATION-TASK ORDERS**

(a) The ceiling of this order for services is [REDACTED]. The amount will increase upon exercise of the Optional Task as shown in Section B.3.

(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 **\$85,710.53 of which [REDACTED] represents costs and [REDACTED] represents 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.

**B.3 PRICE/COST SCHEDULE**

Total Estimated Cost and Fixed-Fee breakdown by CLIN is presented below.

CLIN	Description	Est Cost	Fixed Fee	Total Cost Plus Fixed Fee
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TOTAL	██████████	██████████	\$283,241.00
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Total Estimated Cost and Fixed-Fee breakdown by cost element for the base tasks and optional tasks is presented below.

DESCRIPTION	Estimated Amount Base Period (Date of Award - March 29, 2024)	Estimated Amount Optional Task (Task 4a)	Total Estimated Costs Inclusive of Option
██████████	██████████	██████████	██████████
████████████████████	██████████	██████████	██████████
██████████	██████████	██████████	██████████
████████████████████	██████████	██████████	██████████
████████████████████	██████████	██████████	██████████
██████████	██████████	██████████	██████████
████████████████████	██████████	██████████	██████████
Total Estimated Costs and Fixed-Fee	██████████	██████████	\$283,241.00

## **C - Description/Specifications**

### **C.1 STATEMENT OF WORK**

#### **1. PROJECT TITLE**

Technical Assistance for the Development of an Environmental Assessment for Sequoyah Fuels Corporation's License Amendment Request for Approval of Alternate Concentration Limits

#### **2. BACKGROUND**

The licensee, Sequoyah Fuels Corporation (SFC), is expected to submit a license amendment request to the U.S. Nuclear Regulatory Commission (NRC) in July 2022, to request approval for Alternate Concentration Limits (ACLs) for certain ground water constituents monitored at SFC's former uranium conversion facility site near Gore, Oklahoma.

SFC's site activities are licensed under NRC materials license SUB-1010. SFC conducts a ground water compliance monitoring program under license condition 49, which specifies concentration limits for various constituents in the ground water to be monitored for at designated compliance points at the SFC site. SFC also conducts an approved groundwater corrective action under license condition 53. Based on a public meeting with SFC, the NRC staff understands that SFC will be requesting ACLs for arsenic, fluoride, nitrate, and uranium. Ground water protection standards at uranium mill sites are set in Criteria 5(B) of Appendix A to 10 CFR Part 40, "*Criteria Relating to the Operation of Uranium Mills and the Disposition of Tailings or Wastes Produced by the Extraction or Concentration of Source Material From Ores Processed Primarily for Their Source Material Content.*" Criterion 5(B)(6) of Appendix A allows that ACLs that present no significant hazard may be proposed by licensees for Commission consideration.

The NRC's review of SFC's license amendment request falls under the purview of the Office of Nuclear Material Safety and Safeguards (NMSS) for regulating activities which involve reclamation at a uranium fuel cycle facility under the Atomic Energy Act.

The NRC staff finds that the proposed action is not a Federal action that requires preparation of an Environmental Impact Statement (EIS) under Title 10 Code of Federal Regulations (10 CFR) section 51.20(b), is not among the actions identified in § 51.22(c) as categorical exclusions, and is not among the actions identified in § 51.22(d) as other actions not requiring environmental review. Therefore, the NRC staff has determined that preparation of an Environmental Assessment (EA) is warranted to meet the requirements of the National Environmental Policy Act of 1969, as amended (NEPA), and pursuant to the National Historic Preservation Act of 1966 (NHPA), the proposed action is also a federal undertaking pursuant to 36 CFR 800. In addition, the NRC typically coordinates reviews required by other statutes, such as the NHPA and the Endangered Species Act of 1973 (ESA), with its NEPA reviews.

#### **3. OBJECTIVE**

The objective of this task order is to obtain Contractor technical assistance to the NRC staff for the development of an EA and to assist in NHPA Section 106 consultation activities, in support of the staff's environmental review for the license amendment request from SFC to request

approval for ACLs for certain ground water constituents monitored at SFC's former uranium conversion facility site near Gore, Oklahoma.

#### **4. SCOPE OF WORK**

The Contractor shall provide all technical assistance including technical review, coordination and editing for all phases of the review that will conclude with the preparation an EA that the NRC will use to document its environmental review of SFC's amendment request for approval of the ACLs, pursuant to 10 CFR Part 51.

The resource/impact areas to be examined in the EA – in terms of the affected human environment and the potential impacts to that environment – shall focus on: land use; water resources (ground water and surface water); ecological resources (including threatened and endangered species); historic and cultural resources; public and occupational health (non-radiological and radiological); and environmental justice. Both direct and cumulative impacts shall be evaluated in the impacts determination. At present, although the NRC staff expects no or minor impacts to the remaining resource areas (transportation; geology, seismology and soils; climatology, meteorology and air quality; climate change; noise; visual and scenic resources; socioeconomics; environmental consequences from accidents; and waste management) given the nature of SFC's proposed action, these resource areas will be addressed to the level of their significance in the EA.

The EA shall provide a comparative analysis of the potential environmental impacts from SFC's proposed action and from reasonable alternatives to that action, including, but not necessarily limited to, the no-action alternative. The EA shall also document the purpose and need for the licensee's proposed action, the applicable statutory and regulatory requirements (including and in addition to those of the NRC), mitigation measures to avoid or minimize environmental impacts, environmental measurement and monitoring programs, and an analysis of cumulative impacts.

Preparation of the EA may involve federal, tribal, and state agencies in the role of cooperating agencies, with the NRC as the lead agency. The NRC will coordinate the role of the cooperating agencies, if any, in the schedule for EA preparation. As part of this coordination, these cooperating agencies may provide input to and comments on a working draft(s) of the EA.

The Contractor shall prepare the EA in accordance with the NRC's applicable NEPA-implementing regulations in 10 CFR Part 51 and associated NRC staff guidance in NUREG-1748. Also, the NRC typically coordinates reviews required by other statutes, such as the NHPA and ESA, with its NEPA reviews. Therefore, the Contractor is expected to be cognizant of other statutes that the NRC will need to comply with during its licensing review of the proposed action.

In addition, and as needed, the Contractor shall provide support for the NHPA Section 106 consultation process, potentially including research, facilitation, survey assistance, development of recommendations, survey and form reports, assessment of effects, and support in developing mitigation plans. In the Section 106 process, the Contractor shall obtain and leverage any information from consultations performed for other applications that are relevant to the current review (i.e., at the SFC site and in the region of the site).

Prior to SFC's submittal of its license amendment request to the NRC, the contractor is authorized to participate in a kick-off meeting and other discussions with the NRC COR upon request, and perform activities required to process security access for personnel performing under the task order. Any additional work that the contractor needs to perform after award of contract and before NRC receipt of the amendment request must be approved in writing in advance by the NRC Contracting Officer's Representative (COR).

## **SPECIFIC TASKS**

The specific tasks and deliverables required for the Contractor to complete the EA and to support the NHPA consultation process are described in detail below. The NRC will issue a modification authorizing the Contractor to begin work on any optional tasks as required. See also Section 6 of this SOW for a summary of required deliverables and the deliverable/milestone schedule and Section 12.1 for travel requirements for the task order.

In preparing the EA, the Contractor shall use the information provided by the NRC and additional information obtained by the Contractor while preparing the EA, as described in the tasks/subtasks below. In addition, the Contractor shall incorporate into the EA other relevant information and conclusions developed during the NRC staff's safety review of SFC's license amendment request. Furthermore, the Contractor shall also use any additional information as provided by the NRC, which either supplements or replaces SFC's original amendment request. For example, the additions to the application may come in the form of an application supplement(s), and/or SFC's responses to NRC's requests for additional information. The Contractor shall leverage information and experiences from other environmental reviews performed for nearby facilities for this review, if possible and as appropriate.

### **Task 1 - Project Management and Document Management Throughout Task Order Duration**

This task shall last for the entire duration of the EA development and the NHPA consultation process. It may involve travel for the Contractor Project Manager to meet with the NRC COR, if needed. The following activities will be included in performance of this task and throughout the life of the task order:

#### Schedule Development

Following task order authorization, in consultation with the NRC COR, the Contractor's Project Manager shall develop and maintain a detailed project schedule in electronic form. This schedule shall be updated as necessary and provided to the NRC COR periodically upon request.

#### Communication

Prior to the initiation of work, the NRC will conduct a "kick-off meeting" via video or teleconference call with the Contractor to discuss the project.

The NRC expects that a weekly status call or virtual online meeting between the NRC COR and the Contractor Project Manager will be held to discuss the current status of the project (e.g., technical issues, contract/task order monitoring, file management). However, communication may occur more or less often depending on the need. NRC anticipates that quarterly progress



meetings between the Contractor Project Manager and Principle Investigator and the NRC COR may be necessary, with these meetings held virtually or by phone call.

### File Management

The Contractor shall work with the staff to develop a file sharing and management process that meets NRC security requirements. This process will be agreed upon by both parties and will be used to transmit all project-related documents, correspondence, and all working and final files.

### Quality Assurance Program

The Contractor Project Manager shall have overall responsibility for ensuring that a robust and comprehensive quality assurance program is adequately implemented for all aspects of the task order including, but not limited to, the quality of technical input as well as the editing of technical documents. 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 Project Manager shall assure that all NRC publishing requirements identified in Section 5 are met.

### Technical Editing and Publishing Preparation

The Contractor shall provide technical editing for all documents it develops associated with the environmental review and EA preparation including but not limited to draft and final EA reports, requests for additional information, site visit reports, comment reports, and meeting summaries.

## **Task 2 – Information Collection and Review Throughout Task Order Duration**

### Contractor and NRC COR Communications

The Contractor shall keep the NRC COR informed (via email, phone, or other correspondence) on at least a weekly basis, describing the information collected, reviewed, and analyzed under this task including, but not limited to, deficiencies found in SFC's submitted information (i.e., the license amendment request, including the environmental report (ER), and any other supplemental information provided in support of the request); other information deficiencies; and any portions of other NEPA documents and other environmental reviews for activities at the SFC site and in the vicinity of the proposed project that can be either adopted, tiered, and/or incorporated by reference into the NRC's EA.

### Data Collection and Analysis

The Contractor will collect and analyze information to support the final impact conclusions in the EA. The Contractor's independent data collection shall include, among other available data and information sources, references cited in the SFC's license amendment request, ER, and relevant documents found through a comprehensive search and utilization of the NRC's publicly available Agency-Wide Documents Access and Management System (ADAMS), at <http://www.nrc.gov/reading-rm/adams.html>. Relevant documents in ADAMS may be found by the Contractor by searching, under the docket number assigned by NRC to the SFC license amendment request: 04008027. Additional information may be obtained by interactions with other federal, tribal, state and local entities.

As part of this information collection and review task, the NRC COR, with the assistance of the NRC safety/licensing project manager, will facilitate the Contractor's coordination with the members of the NRC's safety review team for the project who are preparing the Safety Evaluation Report.

The NRC safety review team members and their contact information will be identified by the NRC COR following task order authorization. The purpose of this coordination is for Contractor and NRC safety review staff counterparts to familiarize themselves with each other, establish an understanding for initial and ongoing coordination and discussions as needed, and identify and exchange information as needed for the ongoing environmental and safety reviews. Contacts may be by phone, email, or other correspondence, as necessary and appropriate. Contacts between Contractor staff and NRC safety review staff shall be made with the knowledge of the NRC COR and the NRC safety/licensing project manager and may be arranged by the NRC COR when necessary.

In addition, as requested by the NRC COR, the Contractor shall provide support for NRC consultations, i.e., NHPA Section 106 consultation and the ESA Section 7 consultation, as well as support for NRC coordination with other federal, tribal, state, and local agencies. This support may include identification of agencies to contact, providing supporting information/documentation for consultations/coordination, input to and review of NRC letters/emails to agencies, etc. To these ends, the Contractor shall compile an initial list of federal, tribal, state, and local statutes, laws, and permits that are applicable to the project, with an accompanying short description of each statute, law, or permit. Information resulting from NRC's consultations/coordination with other agencies will be provided to the Contractor for use in the EA analyses, as well as for summary, referencing, and reproduction, as necessary, in the EA documents. These activities and contacts may have to be updated as necessary based on the development of the EA.

The Contractor shall collect and review information throughout the duration of the project, as necessary and as additional information may be identified or otherwise become available, to support the development and completion of the EA. Coordination and discussions between the Contractor, the NRC COR, and the NRC safety review staff are also expected to be ongoing throughout the duration of the task order.

The Contractor shall develop and maintain a bibliographic listing of all documents collected (reports, maps, papers, data files, etc.), including ADAMS Accession Numbers or web links where applicable, and shall also maintain on file electronic copies of all collected documents. The Contractor shall include in the listing a short description of each document and an accompanying brief discussion of how the document will be used in the EA. The bibliographic document list shall be in a format suitable for use in the EA reference lists; and all references ultimately cited in both the EA (cited references and maps, drawings, tables, etc.) must be already publicly available in ADAMS or elsewhere in the public record or can be made publicly available in ADAMS. The Contractor shall make the document list and electronic copies of documents, including periodic updates, available to the NRC COR upon request. The Contractor shall be responsible for obtaining and providing the NRC COR with appropriate permissions for use of any copyrighted materials and reference documents in the EA. The Contractor will develop a complete reference list and index for the EA.

### **Task 3 – Initial Technical Review of Application**

The Contractor shall conduct the Subtasks below concurrently as necessary.

#### **Subtask 3A – Perform Acceptance Review of Amendment Request**

As required by the COR, the Contractor shall conduct an acceptance review of the documents provided by SFC in its license amendment request. This review shall identify if there is sufficient information to perform a detailed technical review in support of the EA preparation. The Contractor shall perform this activity using guidance provided by the NRC COR and in accordance with information provided in NUREG-1748. The Contractor shall develop Requests for Supplemental Information if the amendment request is lacking sufficient information to allow commencement of the detailed technical review. The results of this review activity and any deficiencies shall be reported in writing to the NRC. The acceptance review of the amendment request is complete when NRC issues its acceptance letter.

#### **Subtask 3B – Collect and Review Information**

After completion of the acceptance review and as the initial step in the EA development, the Contractor shall review project-related information and shall also independently collect and review additional information related to the SFC site and its environs and to the activities proposed by SFC in its license amendment request, as needed for preparation of the comprehensive Draft EA. The information initially provided by the NRC COR includes SFC's license amendment request, ER, and the other documentation submitted to the NRC. The NRC COR will provide additional relevant documents to the Contractor as they become available throughout the duration of the task order. The Contractor's independent data collection shall include, among other available data and information sources, references cited in the licensee's license amendment request, ER, and relevant documents found through a comprehensive search and utilization of the NRC's ADAMS, relevant document provided by the licensee under docket number 04008027, and information from public resources and local government entities.

#### **Subtask 3C – Technical Review of License Amendment Request and ER, and Submittal of the Initial Technical Review Report**

To aid in the potential development of formal requests for additional information (RAIs) to the licensee (i.e., SFC), the Contractor shall also review SFC's ER for completeness and acceptability in accordance with NUREG-1748, and in consideration of other available information available. In conjunction with this review, the Contractor shall also review the licensee's license amendment request to determine if any identified information deficiencies in the ER are instead addressed in that document.

The Contractor shall provide an Initial Technical Review Report to the NRC COR. As necessary, the areas in the Initial Technical Review Report shall include, but not be limited to, the following:

- purpose and need for the proposed action;
- applicable statutory and regulatory requirements, permits, and consultations;
- descriptions of the proposed action and reasonable alternatives to the proposed action to be evaluated in detail in the EA;
- descriptions of other alternatives considered, but eliminated, and reasons for elimination;

- applicable information on the affected environment and on environmental impacts of the proposed action and reasonable alternatives (in the following subject areas: site location and description, land use, transportation, geology, minerals and soils, water resources (ground water and surface water – water use and water quality), ecological resources, climatology, meteorology and air quality, climate change, noise, historic and cultural resources, visual and scenic resources, socioeconomics, public and occupational health (non-radiological and radiological), waste management, and environmental justice);
- mitigation measures to avoid or minimize any potential adverse effects of the proposed action and reasonable alternatives; and
- environmental measurement and monitoring programs.

The report shall include Information Needs for preparation of the site visit and information gathering process. This information shall summarize the review and include a preliminary list in tabular format, by topical area, of information either not provided or not adequately provided in SFC's amendment request and ER (i.e., information needs) and which will be required for the preparation of the EA and which will need to be obtained from the licensee (i.e., information which is not available from other available information sources). The listing shall also provide a brief discussion of the expected use of the needed information. In addition to being used in development of the RAIs, the list of information needs will be used by the NRC and the Contractor for discussion purposes with the licensee and other agencies and organizations during the site visit and information gathering meetings.

The report shall also include a List of Required Consultations that includes identification of and information on any required consultations and coordination necessary with federal, tribal, state, and local government agencies to cover permits, laws and regulations other than NEPA for which SFC will need to apply or obtain, and to obtain information to complete the EA. The report shall make use of information gathered in previous subtasks concerning applicable federal, tribal, state, and local statutes, laws, and permits.

The Contractor shall submit an Updated List of Permits and Laws that is a list of federal, tribal, state, and local statutes, laws, and permits that are applicable to the project, with an accompanying short description of each statute, law, or permit. Information resulting from NRC's consultations/coordination with other agencies will be provided to the Contractor for use in the EA analyses, as well as for summary, referencing, and reproduction, as necessary, in the EA documents.

The report shall also include both a preliminary Statement of the Purpose and Need and a List of Alternatives. The specifics of the list of alternatives shall be included to the extent possible at the time of submittal. The Contractor shall also provide an Initial EA Outline and be prepared to discuss the proposed level of review for each of the subject areas listed in the outline.

### **Subtask 3D - Site Visit and Information Gathering Meetings**

The Contractor also shall support the NRC staff in preparing for and attending the site visit and other information gathering meetings with federal, tribal, state, and local organizations, public interest groups, and members of the public.

The Contractor shall accompany the NRC staff on a visit to the SFC site and vicinity as required by the NRC COR and shall conduct a detailed survey of the site and environs. The NRC COR

will coordinate the site visit with the licensee. The site visit shall also include pre-arranged meetings with other federal, tribal, state and local agencies. Meetings may also include private sector organizations, public interest groups, and individuals, to be determined in consultation between the Contractor and the NRC COR. The duration of the site visit trip is presently anticipated to be up to five (5) days.

In advance of the site visit and information gathering meetings, the Contractor shall provide the NRC COR with a compilation of the questions and issues that the Contractor plans to use in its survey of the site and environs, and in the meetings with SFC and other organizations. The Contractor shall revise this compilation in response to comments from the NRC COR, if provided. The Contractor's Project Manager and up to two (2) Contractor technical staff members (subject matter experts) shall attend the site visit and related meetings. The Contractor shall coordinate with the NRC COR regarding which Contractor technical staff shall participate in the site visit and related meetings in advance of the trip. At the NRC COR's request, the Contractor shall provide necessary security information (name of individual, citizenship, etc.) of the Contractor staff that will be participating prior to the site visit.

Following the trip, the Contractor shall document the site visit and associated meetings in concise draft and final Site Visit Trip Reports. The Draft and Final Site Visit Trip Reports shall describe any relevant information that was learned, requested, or obtained from the licensee and other agencies, organizations, and individuals with which meetings were held, as well as relevant observations from the reconnaissance of the SFC project area and vicinity. The final Site Trip Report shall reflect and address comments, if any, received from the NRC COR on the draft Site Trip Report.

Following the site visit, compilation of information for the EA input may require additional contacts with and interviewing of the licensee personnel and its Contractors as well as other stakeholders by the NRC and the Contractor, including, but not necessarily limited to: Federal, State, and local resource agency staff and other government officials; Tribal government agencies; local elected officials; local economic development organizations; public interest groups; and members of the public. Any needed contacts shall be coordinated through the NRC COR, in advance. These contacts may be made in person or by email, phone, or other correspondence, as necessary. Such additional contacts may continue throughout the duration of the task order, as necessary. The Contractor shall document the additional contacts made and the information gathered in a manner that allows use as reference in the EA.

#### **Task 4 - Development of Requests for Additional Information.**

Following the site visit and information gathering meetings, the Contractor shall develop Requests for Additional Information (RAIs). The RAIs will be based on the Contractor's review of the SFC license amendment request and ER; the site visit and information gathering meetings; and the Contractor's Initial Technical Review Report. The preparation of the RAIs shall be conducted concurrently with preparation of the Preliminary Draft EA chapters/sections (as discussed in tasks below), such that the RAIs shall be developed in consideration of the additional information needed from the licensee to complete the EA. However, the RAI responses from the licensee are not expected to be available in time for inclusion in the Preliminary Draft EA. Nevertheless, all of the Preliminary Draft EA chapters/sections shall be as near complete and thorough as possible based on all other available data and information sources from Task 3, the site visit and information gathering meetings/discussions in Subtask

3D, and shall contain place holders for information expected in the licensee's response to the RAIs.

The Contractor shall prepare draft RAIs that will be documented in a report to the NRC COR, with each RAI stating by topical area what information is sought, the basis for requesting the information (e.g., to support the analysis of potential environmental impacts), and the expected use of the requested information in the EA analysis. The RAIs shall be both clear and concise to elicit the necessary information from the licensee. It is noted that should SFC be unable to provide certain information, the Contractor shall be able to define (separate from the draft RAIs) what information could be developed by the Contractor versus information that must come from the licensee. The NRC COR will provide the required RAI format and guidance on drafting the RAIs to the Contractor.

The NRC will review the draft RAIs and provide any comments to the Contractor, either in writing or through an electronic writing session (e.g., via webinar). The Contractor shall revise the draft RAIs to incorporate comments from the NRC's review and submit the final RAIs to the NRC COR. The NRC will transmit final RAIs to SFC for response.

Following the licensee's receipt of the RAIs, discussions between SFC, the NRC, and the Contractor regarding the RAIs shall be conducted as necessary to respond to the licensee's questions and to provide clarification.

Following the NRC's receipt and subsequent acceptance review of the licensee's RAI responses, discussions by the NRC and the Contractor with SFC regarding the RAI responses shall be conducted as necessary to obtain clarification of the responses.

#### **OPTIONAL Subtask 4A – Second Round of Requests for Additional Information (RAIs)**

Following review of SFC's RAI responses, the Contractor (in coordination with the NRC COR) shall determine if there is still insufficient information in any areas to complete the EA. If it is determined that additional RAIs are required, then the Contractor (in coordination with the NRC COR) shall identify the specific information needed in additional draft RAIs and shall provide the additional draft RAIs to the NRC COR in a letter report.

Preparation of the final additional RAIs, transmittal to the licensee, and subsequent discussions with the licensee as necessary will be conducted as for the initial round of RAIs.

#### **Task 5 - Plan, Develop, and Complete Draft EA**

The Contractor shall continue to plan, develop, and complete a Draft EA that will document the NRC staff's evaluation of the potential environmental impacts of the ACLs proposed by SFC. The EA shall be completed in accordance with the requirements specified in following subtasks. The Contractor shall format the EA consistent with the guidance in Chapter 3 of NUREG-1748 for a complex EA. Graphics for the EA shall be prepared by the Contractor in consideration that the NRC's printed versions of the EA will be in black and white.

Prior to submission to the NRC, the Contractor shall review all versions of the EA for adequacy, accuracy, and consistency in technical content. In addition, reviews of the EA shall be conducted by the Contractor's technical editor. To the maximum extent possible, the EA 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 EA 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>).

The Contractor shall provide a Preliminary Draft EA that is consistent with 10 CFR Part 51 (see 10 CFR 51.30(a)) and the guidance provided in Chapter 3 of NUREG-1748. Subtasks involved in the development and preparation of the Preliminary Draft EA by the Contractor include (1) a site visit and additional information gathering meetings / discussions with other federal, tribal, state, and local agencies, (2) development of requests for additional information (RAIs), (3) preparation of a revised annotated EA outline, a revised purpose and need, and a revised description of the proposed action and alternatives, and (4) preparation of all other preliminary draft chapters/sections of the EA.

### **Subtask 5A–Revised EA Outline, Draft Chapter 1, and List of Alternatives**

The Contractor shall provide a Revised EA Outline to the NRC COR to use as the basis for preparing the Preliminary Draft EA. The Revised EA Outline shall update the initial EA Outline to include information reflecting (1) NRC review of the preliminary outline and (2) new information from the site visit, information gathering meetings, and other sources, as appropriate. The Contractor shall also provide a draft version of Chapter One and a list of alternatives incorporating any new information. The NRC COR will provide comments on the task deliverables.

### **Subtask 5B –Preliminary Draft EA**

The Contractor shall submit a preliminary draft of the EA that includes: (1) a Preliminary Proposed Action & Alternatives, (2) Preliminary Purpose and Need, (3) Preliminary Affected Environment, and (4) Preliminary Impacts to the affected environment (i.e., to each of the resource areas). This version of the report shall provide the potential environmental impacts (including direct, indirect and cumulative impacts) from the proposed action and reasonable alternatives. Mitigation measures committed to and proposed by the licensee to avoid or minimize environmental impacts shall be identified and taken into consideration in the impact evaluation. The assessment of the impacts shall be based on the guidance provided in NUREG-1748, and shall be conducted for the following resource/impact areas, as appropriate: land use, transportation, geology and soils, water resources (groundwater and surface water – water use and water quality), ecological resources, air quality, climate change, noise, historic and cultural resources, visual and scenic resources, socioeconomics, public and occupational health (non-radiological and radiological), waste management, and environmental justice.

In consultation with the NRC COR, the Contractor shall limit impact descriptions to those resource areas that are reasonably impacted by the proposed action or alternatives. Additionally, the length and level of detail of the description of the impacts for each resource area shall be commensurate with the significance of the impacts to that resource area. For the impact discussion for resource areas other than environmental justice, historic and cultural resources, and threatened and endangered species, the Contractor shall determine whether impacts to the resource area are significant or not (i.e., warranting preparation of an Environmental Impact Statement or not). The focus of the impact evaluation for those resource areas is to be on the important attributes of the resource and whether the environmental effects alter and

separately destabilize those attributes. For environmental justice evaluations, impacts to historic and cultural resources, and impacts to threatened and endangered species, the Contractor shall use the impact wording specific to those resources (e.g., “disproportionately high and adverse impact,” “adversely effect,” “adversely affect”).

The Contractor shall also develop and provide all additional materials necessary for a complete Preliminary Draft EA including, but not necessarily limited to: EA introductory information; a description of the purpose and need for the proposed action; a description of the scope of the analysis in the EA; information on applicable statutory and regulatory requirements, permits and consultations; identification of the licensee’s proposed mitigation strategies, if any, and of any additional “NRC identified” mitigation measures that could avoid or minimize the impacts, as appropriate; a description of SFC’s environmental measurement and monitoring programs; and a summary of environmental impacts. A copy of the Preliminary Draft EA shall be transmitted securely to the NRC.

#### **Subtask 5C – Writing Session for the Preliminary Draft EA**

The NRC will conduct a writing session of one to two (1–2) days in length with the Contractor on the Preliminary Draft EA. This writing session shall take place virtually. The purpose of the writing session shall be for the NRC to present its technical review comments on the Preliminary Draft EA and to provide clarification of the comments, as needed. The Contractor shall make available staff involved in the preparation of the Preliminary Draft EA to take part in the virtual writing session. The writing session agenda and schedule shall be determined in consultation with the NRC COR in advance of the meeting.

#### **Subtask 5D – Prepare the Revised Draft EA**

The Contractor shall revise the Preliminary Draft EA consistent with (1) NRC comments received at the Preliminary Draft EA writing session and (2) the SFC’s environmental and safety RAI responses and prepare a Revised Draft EA. This Revised Draft EA shall be securely transmitted to the NRC COR.

The NRC will provide this Revised Draft EA to the cooperating agencies, if any, for their review and comment. Any comments received on the Revised Draft EA from the cooperating agencies will be made available to the Contractor by the NRC COR.

#### **Subtask 5E – Writing Session for the Revised Draft EA**

The NRC will conduct a writing session of one to two (1–2) days in length with the Contractor on the Revised Draft EA. This writing session shall take place virtually. The purpose of the writing session shall be for the NRC and cooperating agencies, if any, to present their technical and legal review comments on the Revised Draft EA and to provide clarification of the comments, as needed. The Contractor shall make available staff involved in the preparation of the Revised Draft EA to take part in the virtual writing session. The writing session agenda and schedule shall be determined in consultation with the NRC COR in advance of the meeting.

#### **Subtask 5F – Final Draft EA – (Publication Ready Version)**

The Contractor shall incorporate comments from the writing session for the Revised Draft EA to



produce the “final” Draft EA. The Contractor will work with the COR to address any open item or unresolved issues prior to submitting the final Draft EA. The Contractor shall securely submit this final Draft EA to the NRC COR.

As directed by the NRC COR, the Contractor shall incorporate any further comments generated during the NRC and cooperating agency (if any) internal and legal review of the Draft EA. During this time, to facilitate the review process and expedite subsequent revision of the Draft EA, the Contractor shall assist in promptly addressing and responding to NRC and cooperating agency management, legal, and technical reviewer comments, as requested by the NRC COR. Within two (2) business days of the NRC COR’s direction (or longer at the NRC COR’s discretion), the Contractor shall securely transmit a “revised final” Draft EA that addresses the comments received and notify the NRC COR. Subsequently, there may be up to two (2) additional versions of the revised final Draft EA requested from the Contractor by the NRC COR, with each of these two versions incorporating additional revisions that are presently anticipated to be relatively minor and editorial in nature. Each of these additional versions shall be transmitted on a secure server by the Contractor within one (1) business day of receiving direction from the NRC COR (or longer at the NRC COR’s discretion).

Following the resolution of comments received during the pre-Draft EA issuance document review and concurrence periods, the Contractor shall submit a “publication-ready” version of the Draft EA to the NRC COR. The publication ready version of the report should be complete with all changes, updates, hyperlinks, figures, and tables complete and in a format identified by the NRC publication guidance documents and COR direction.

The NRC will provide the final Draft EA to relevant agencies of the State of Oklahoma for their review and comment.

## **TASK 6 - Develop and Complete the Final EA**

The Contractor shall finalize the EA based on additional information and comments from the NRC staff, cooperating agencies, the State of Oklahoma, and the public, as appropriate.

### **Subtask 6A - Preliminary Final EA**

Based on any additional information obtained since the completion of the draft EA and comments from the State of Oklahoma, the Contractor shall revise the Draft EA by incorporating necessary documentation regarding consultations over Section 7 of Endangered Species Act (ESA) and Section 106 of NHPA, and in response to State of Oklahoma comments. The final Draft EA now called the Preliminary Final EA shall be reviewed by a technical editor formatted to NRC standards and reviewed for technical content. The “Preliminary Final EA” shall be submitted to the NRC COR, and the NRC will provide the Preliminary Final EA to the cooperating agencies, if any. A writing session may be required after NRC staff have reviewed the Preliminary Final EA deliverable.

### **Subtask 6B - Writing Session for Preliminary Final EA**

The NRC may conduct a writing session of up to one (1) day in length with the Contractor on the Preliminary Final EA. This writing session may take place virtually. The purpose of the writing session would be to discuss and resolve the NRC and cooperating agency comments on the

Preliminary Final EA. The Contractor shall make available staff involved in the preparation of the Preliminary Final EA to take part in the virtual writing session. The writing session agenda and schedule will be determined in consultation with the NRC COR in advance of the meeting.

### **Subtask 6C - Final EA**

The Contractor shall revise the Preliminary Final EA in response to NRC's and cooperating agency review comments received from the NRC COR. This final EA shall be submitted to the NRC COR. Reports shall be transmitted securely and, in a format, directed by the NRC COR which could include Word and Adobe formats.

As directed by the NRC COR, the Contractor shall incorporate any comments generated during the NRC and cooperating agency (if any) internal and legal review of the Final EA. During this time, to facilitate the review process and expedite subsequent revision of the Final EA, the Contractor shall assist in promptly addressing and responding to NRC and cooperating agency management, legal, and technical reviewer comments, as requested by the NRC COR.

The Contractor shall submit a "publication-ready" version of the Final EA to the NRC COR. The publication ready version of the report shall be complete with all changes, updates, hyperlinks, figures and table complete and in a format identified by the NRC publication guidance documents and COR direction.

### **Task 7 - NHPA SECTION 106 REVIEW**

As needed, the Contractor shall coordinate meetings, site visits, and communication between all parties (Tribes, Tribal Historic Preservation Offices [THPOs], Oklahoma State Historic Preservation Office [SHPO], NRC, the Advisory Council on Historic Preservation [ACHP], etc).

#### **Subtask 7A – Assistance with Section 106 Activities**

The Contractor shall plan, coordinate, and conduct activities relating to the NHPA Section 106 review, as needed and in consultation with the NRC COR. The schedule and timing of the consultation activities, review, and required findings shall be coordinated with the schedule of the NEPA review so that the Section 106 process, to the extent possible, is completed along with the NEPA review. That is, the NEPA and Section 106 reviews shall be coordinated together to leverage site visits, information gathering meetings, public involvement, among other opportunities, as appropriate.

Activities to be completed by the Contractor may include:

- Conducting research, sharing expertise, and providing technical assistance to the NRC COR;
- Assisting with development, delineation and graphical representation for the Areas of Potential Effect;
- Participating in discussions with NRC experts as well as with the ACHP and the Licensee's consultants to resolve conflicts and to help move the Section 106 process along; and
- Review of amendment request and other documents that support the licensing action and provide feedback to COR.

The Contractor shall, as requested by the NRC COR:

- Develop reports and recommendations complying with SHPO guidelines for cultural reports;
- Participate in discussions with NRC and stakeholders to facilitate the Section 106 consultation process;
- Interact with all Tribes involved, as established by the NRC, and ensure adequate communication is maintained between all parties; and
- Provide final reports and documentation for concurrence of finding with the SHPO.

If necessary and as directed by the NRC COR, the Contractor shall prepare a summary report(s) documenting the Section 106 consultation activities performed including details such as personnel involved, and decisions made. Prior to initiation of this Task, the NRC COR will provide more direction on the details of the Section 106 Review Summary Report.

**5. APPLICABLE DOCUMENTS AND STANDARDS**

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

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

- SFC’s license amendment request and ER
- SFC’s responses to RAIs and any other supplemental information provided by SFC
- NUREG-1748, “Environmental Review Guidance for Licensing Actions Associated with NMSS Programs”
- Guidance documents related to NEPA and consultation activities
- NUREG-1620, “Standard Review Plan for the Review of a Reclamation Plan for Mill Tailings Sites Under Title II of the Uranium Mill Tailings Radiation Control Act of 1978”
- SFC’s August 18, 2010 Groundwater Corrective Action Plan
- SFC’s February 25, 2005 Groundwater Monitoring Plan
- License Amendment 35 to SUB-1010, dated December 21, 2010

**6. DELIVERABLES AND DELIVERY SCHEDULE**

The presently anticipated schedule for deliverables/milestones required under this task order is identified in Table 1 below. All deliverables shall be provided electronically to the NRC COR in MS Word format. The MS Word documents shall be saved such that they are compatible with previous MS Word versions. In addition, the Final EA shall also be provided electronically in Adobe format.

**Table 1. Deliverable/Milestone Schedule:**

Task	Subtask	Deliverable/Milestone	Anticipated Schedule
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1	--	Project Manager Detailed Project Schedule	Provided to NRC COR upon request
2	--	Bibliographic listing of all documents collected and file of electronic copies. Permissions for use of copyrighted materials and reference documents	Provided to NRC COR upon request
		List of federal, tribal, state, and local statutes, laws, and permits that are applicable to the project	As directed by NRC COR
3	A	Acceptance Review results and Request for Supplemental Information (if necessary)	30 calendar days after Contractor's receipt of SFC's amendment request
	B	Collect and Review Information	No deliverable
	C	Initial Technical Review Report to include: <ul style="list-style-type: none"> <li>· Information needs,</li> <li>· List of required consultations</li> <li>· Updated list of permits and laws</li> <li>· Initial EA outline</li> <li>· Materials and information for focused information meetings with local government and public organizations,</li> <li>· Statement of Purpose and Need and List of Alternatives</li> </ul>	30 calendar days after NRC's acceptance of SFC's amendment request
	D	Compilation of questions and issues for site visit and information gathering meetings	14 calendar days prior to site visit
3D		Draft and Final Site Visit Trip Reports	<u>Draft</u> : 7 calendar days after site visit <u>Final</u> : 7 calendar days after receipt of comments from NRC COR
4	--	Draft and Final RAIs	<u>Draft</u> : 30 calendar days from end of site visit <u>Final</u> : 15 calendar days after receipt of comments from NRC COR
	--	Interim versions of the Draft and final RAIs	As directed by the NRC COR
4 (Optional)	A	Second and Additional Rounds of RAIs	As directed by the NRC COR
5	A	Revised EA Outline, Draft Chapter 1 and List of Alternatives	90 calendar days from end of site visit trip
	B	Preliminary Draft EA	120 calendar days from end of site visit trip

	D	Revised Draft EA	15 calendar days from end of Preliminary Draft EA writing session
	F	Final Draft EA (Publication Ready Version)	30 calendar days from end of Revised Draft EA writing session
	--	Interim versions of the Final Draft EA	As directed by NRC COR
6	A	Preliminary Final EA	Within 30 calendar days of end of Draft EA comment period or receipt of State of Oklahoma comments on Draft EA from NRC COR
	C	Final EA	Within 30 calendar days of end of Preliminary Final EA writing session
	--	Interim versions of the Final EA	As directed by the NRC COR
7A		Summary Reports of Section 106 Consultation Activities	As needed, with schedule to be agreed to between NRC COR and Contractor
7A		Comments and review of cultural resource report for NHPA Section 106 consultation	Within 10 business days from initiation of Section 106 consultation
All	--	Monthly Letter Status Report	NLT 20th calendar day of the following Month

**7. REPORTING REQUIREMENTS Monthly Letter Status Report (MLSR)**

The Contractor shall provide a Monthly Letter Status Report in accordance with the base contract which consists of a technical progress report and financial status report by the 20<sup>th</sup> day of the following month. This report will be used by the Government to assess the adequacy of the resources proposed by the Contractor to accomplish the work contained in this SOW and provide status of Contractor progress in achieving activities and producing deliverables. The report shall include order summary information, work completed during the specified period, milestone schedule information, problem resolution, travel plans, and staff hour summary. If no work was performed during the prior month, the Contractor shall not prepare and submit an MLSR.

**8. PERSONNEL QUALIFICATIONS**

Labor Category	Qualification Requirements
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<p>Project Manager</p>	<p>Minimum Qualifications</p> <p>Bachelor of Engineering or Science</p> <p>General understanding of the range of issues in preparing an EA</p> <p>5 years of experience in Project Management and implementing and overseeing National Environmental Policy Act (NEPA) environmental reviews, and consultation under Section 106 of the National Historic Preservation Act (NHPA) and Section 7 of the Endangered Species Act (ESA).</p>
<p>*Sr. Technical Staff/Subject Matter Expert (SME)</p>	<p>Minimum Qualifications</p> <p>Bachelor's Degree in Engineering or Science</p> <p>Significant understanding of the depth of review generally required for preparing an EA on environmental protection and monitoring, and specifically for the technical areas assigned to evaluate.</p> <p>10 years of technical experience in conducting environmental reviews in one or more of the specific technical areas assigned to complete the environmental review including:</p> <ul style="list-style-type: none"> <li>· Land Use</li> <li>· Transportation</li> <li>· Geology/seismology, minerals and soils</li> <li>· Water resources (groundwater and surface water)</li> <li>· Ecological resources</li> <li>· Climatology, meteorology and air quality, climate change</li> <li>· Noise</li> <li>· Historic and cultural resources</li> <li>· Visual and scenic resources</li> <li>· Socioeconomics</li> <li>· Public and occupational health (non-radiological and radiological), accidents</li> <li>· Waste management</li> <li>· Environmental justice</li> <li>· Cumulative impacts assessment</li> <li>· Mitigation measures environmental measurements and monitoring</li> </ul> <p>Staff working on NHPA 106 Reviews must meet the professional standards under the regulations developed by the Secretary (see 36 CFR 800.2(a)(1))</p> <p>Experience presenting technical information both oral and written</p> <p>Desired but not Required Qualifications</p> <p>Experience providing written and oral testimony at adjudicatory</p>

	<p>hearings</p>
<p>*Sr. Technical Reviewer</p>	<p>Minimum Qualifications</p> <p>Bachelor's Degree in Engineering or Science</p> <p>Substantial understanding of the depth of review generally required for preparing an EA and an SER chapter on environmental protection and monitoring, and specifically for the technical areas assigned to evaluate.</p> <p>5 years of technical experience in conducting environmental reviews in one or more of the specific technical areas assigned to complete the environmental review including:</p> <ul style="list-style-type: none"> <li>· Land Use</li> <li>· Transportation</li> <li>· Geology/seismology, minerals and soils</li> <li>· Water resources (groundwater and surface water)</li> <li>· Ecological resources</li> <li>· Climatology, meteorology and air quality, climate change</li> <li>· Noise</li> <li>· Historic and cultural resources</li> <li>· Visual and scenic resources</li> <li>· Socioeconomics</li> <li>· Public and occupational health (non-radiological and radiological), accidents</li> <li>· Waste management</li> <li>· Environmental justice</li> <li>· Cumulative impacts assessment</li> <li>· Mitigation measures environmental measurements and monitoring</li> </ul> <p>Staff working on NHPA 106 Reviews must meet the professional standards under the regulations developed by the Secretary (see 36 CFR 800.2(a)(1))</p> <p>Experience presenting technical information both oral and written</p> <p>Desired but not Required Qualifications</p> <p>Experience providing written and oral testimony at adjudicatory hearings</p> <p>.</p>

<p>*TechnicalReviewer</p>	<p>Minimum Qualifications</p> <p>Bachelor’s Degree in Engineering or Science</p> <p>Understanding of the depth of review generally required for preparing an EA and an SER chapter on environmental protection and monitoring, and specifically for the technical areas assigned to evaluate.</p> <p>3 years of technical experience in conducting environmental reviews in one or more of the specific technical areas assigned to complete the environmental review including:</p> <ul style="list-style-type: none"> <li>· Land Use</li> <li>· Transportation</li> <li>· Geology/seismology, minerals and soils</li> <li>· Water resources (groundwater and surface water)</li> <li>· Ecological resources</li> <li>· Climatology, meteorology and air quality, climate change</li> <li>· Noise</li> <li>· Historic and cultural resources</li> <li>· Visual and scenic resources</li> <li>· Socioeconomics</li> <li>· Public and occupational health (non-radiological and radiological), accidents</li> <li>· Waste management</li> <li>· Environmental justice</li> <li>· Cumulative impacts assessment</li> <li>· Mitigation measures environmental measurements and monitoring</li> </ul> <p>Staff working on NHPA 106 Reviews must meet the professional standards under the regulations developed by the Secretary (see 36 CFR 800.2(a)(1))</p> <p>Experience presenting technical information both oral and written</p> <p>Desired but not Required Qualifications</p> <p>Experience providing written and oral testimony at adjudicatory hearings</p>
<p>Technical Editor/Publication Support</p>	<p>Minimum Qualifications</p> <p>Bachelor of Science or Bachelor of Arts</p> <p>Understanding of the NRC’s publication and editorial requirements</p> <p>5 years of experience in technical editing</p>



The Contractor shall ensure that the technical staff performing under this task order possess the necessary experience and expertise in the technical areas assigned to them.

\*The NRC requires that technical team of Sr. Technical Staff/SME, Sr. Technical Reviewer, and Technical Reviewer as a whole meets all the specific technical areas listed above.

**9. GOVERNMENT-FURNISHED PROPERTY**

The COR will facilitate the Contractor’s access to PNNL’s EARRTH SharePoint site, if needed.

**10. PLACE OF PERFORMANCE**

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

**11. SPECIAL CONSIDERATIONS**

**11.1 Travel**

The Contractor shall be authorized and reimbursed for travel expenses consistent with the Federal Travel Regulation (FTR) and the limitation of funds for this task order. All travel requires prior written COR approval. Meetings and other activities that may require Contractor travel are summarized in Table 2 below. At the NRC COR’s discretion, some of these meetings may be held in the form of teleconferences or webinars or at the Contractor’s site.

**Table 2. Meetings and Travel**

Task	Purpose	Location	Number of Trips	Days per Trip	Contractor Staff Members per Trip
3D	Site visit and information gathering meetings	SFC site vicinity	1	5	3

**11.2 Security**

Work on this task order will 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.

**11.3 License Fee Recovery**

The EA preparation work and the NHPA Section 106 work are fee-recoverable.

**11.4 Data Rights**

The NRC shall have unlimited rights to and ownership of all deliverables provided under this

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

### **11.5 Quality Control Program**

The Contractor's approach to quality control shall focus on project management and document production processes and tools that assure the quality of the deliverables and integrity of the environmental review process.

The Contractors' project manager will serve as the focal point for coordinating the project activities and will be responsible for assuring the timely and high-quality submittal of deliverables. All information shall be accurate and complete. The project management responsibilities include verifying quality requirements and deliverables specifications, responding satisfactorily and in a timely manner to feedback, and continuously improving products and services by communicating to the necessary personnel and applying lessons learned. The Contractor's project manager shall also ensure that scientific and technical reports are developed in accordance with established practices for publishing scientific and technical information.

Project deliverables will be reviewed by someone other than the project manager to ensure that they are technically accurate and complete.

Document version control is critical to the document production process. The Contractor shall ensure that previous versions are kept so the Contractor will be able to return to any earlier version of a document and be able to track the changes and the basis for those changes.

## **D - Packaging and Marking**

### **D.1 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.

### **D.2 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 31310018D0002 / 31310022F0059.

**E - Inspection and Acceptance**

**E.1 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.

## **F - Deliveries or Performance**

### **F.1 PLACE OF DELIVERY-REPORTS**

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

a. Contracting Officer's Representative (COR)  
Refer to Section H.6 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE  
AUTHORITY. (OCT 1999)

b. Contracting Officer (CO) (1 electronic copy)  
(End of Clause)

### **F.2 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013)**

This order shall commence on **Date of Award** and will expire on **March 29, 2024**.

**G - Contract Administration Data**

**NRCAR Clauses Incorporated By Full Text**

**G.1 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)

## **H - Special Contract Requirements**

### **NRC Local Clauses Incorporated by Full Text**

#### **H.1 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.

#### **H.2 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS**

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR Subpart 42.15, "Contractor Performance Information," normally at or near the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared annually. Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Contracting Officer's Representative's (COR) annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document and submit comments, rebutting statements, or additional information.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "Source Selection Information", to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502 and 42.1503. During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

### **H.3 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (MARCH 2019)**

The following Contractor employees, subcontractor personnel, and consultants proposed for performance or performing under this contract shall be subject to pre-assignment, random, reasonable suspicion, and post-accident drug testing: (1) individuals who have access to classified information (National Security Information and/or Restricted Data); (2) individuals who have access to Safeguards information (section 147 of the Atomic Energy Act of 1954, as amended); (3) individuals who are authorized to carry firearms while performing work under this contract; (4) individuals who are required to operate government vehicles or transport passengers for the NRC; (5) individuals who are required to operate hazardous equipment at NRC facilities; (6) individuals who administer the agency's drug program or who have Employee Assistance Program duties; (7) individuals who have unescorted access to vital or protected areas of Nuclear Power Plants, Category 1 Fuel Cycle Facilities, or Uranium Enrichment Facilities; or (8) incident/emergency response personnel (including on-call).

### **H.4 KEY PERSONNEL. (JAN 1993)**

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

1) Project Manager: [REDACTED]; and 2) Principal Investigator: [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**

**H.5 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)

#### **H.6 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: James Park  
Address: U.S. Nuclear Regulatory Commission  
Office of Nuclear Material Safety and Safeguards  
Washington, DC 20555  
Phone: 301-415-6954  
E-mail: James.Park@nrc.gov

NRC Alternate COR:

Name: Jean Trefethen  
Address: U.S. Nuclear Regulatory Commission  
Office of Nuclear Material Safety and Safeguards  
Washington, DC 20555  
Phone: 301-415-0867  
E-mail: Jean.Trefethen@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)



## I - Contract Clauses

### NRCAR Clauses Incorporated By Full Text

#### I.1 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)

**J - List of Documents, Exhibits and Other Attachments**

<b>Attachment Number</b>	<b>Title</b>	<b>Document Version</b>	<b>Date</b>	<b>Number of Pages</b>
1	Attachment No. 1: NRC Form 187 – CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS	BASE	07/12/2022	4