

# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 5

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

BPA NO.

1. DATE OF ORDER 7/9/12		2. CONTRACT NO. (If any) NRC-41-10-013		6. SHIP TO:	
3. ORDER NO. T004		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Valerie Whipple Mail Stop: TWB-01-B10M Washington, DC 20555		4. REQUISITION/REFERENCE NO. FAIMIS: N/A FSM-12-116		b. STREET ADDRESS Haimanot Yilma Mail Stop TWB 8H9	
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555
a. NAME OF CONTRACTOR SANFORD COHEN & ASSOCIATES		f. SHIP VIA		8. TYPE OF ORDER	
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 1608 SPRING HILL RD STE 400		REFERENCE YOUR Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY VIENNA	e. STATE VA	f. ZIP CODE 22182-2241		10. REQUISITIONING OFFICE FSM	
9. ACCOUNTING AND APPROPRIATION DATA B&R: 2012-55-35-4-195 JC: F1261 BOC: 252A APPN: 31X0200 \$11,223 **TRANSFERRED FROM BASIC CONTRACT** FSM-12-116 FAIMIS: N/A DUNS: 071167910					

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) See Blk 17(b) below	16. DISCOUNT TERMS Net 30	
a. INSPECTION	b. ACCEPTANCE				

## 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)
	<p>The Contractor shall provide services in accordance with the attached Statement of Work Entitled "Technical Assistance for Facilitating Tribal Consultation Meetings for Ongoing Environmental Reviews."</p> <p>The total CPFF amount (exclusive of optional tasks): \$11,223</p> <p>The total CPFF amount (inclusive of optional tasks): \$44,799</p> <p>The total obligated amount: \$11,223 (transferred from Basic Contract)</p> <p>The Period of Performance is July 9, 2012 – June 30, 2013</p> <p>NRC Project Officer: Edna Knox-Davin 301-415-6577</p> <p>Technical Monitor: Haimanot Yilma 301-415-8029</p> <p>List of Attachments: Statement of Work</p> <p>DUNS: 071167910 NAICS: 541620 PSC: 499</p>					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
21. MAIL INVOICE TO:					
a. NAME Department of Interior / NBC NRCPayments@nbc.gov					
b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue					
c. CITY Denver		d. STATE CO	e. ZIP CODE 80235-2230		CPFF \$11,223
22. UNITED STATES OF AMERICA BY (Signature)					17(h) TOTAL (Cont. pages)
23. NAME (Typed) Valerie Whipple Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER					17(i). GRAND TOTAL

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION NOT USABLE

SUNSHINE REVIEW COMPLETE

JUL 10 2012

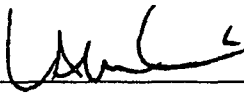
OPTIONAL FORM 347 (REV. 4/2006)  
PRESCRIBED BY GSA/FAR 48.201-5.213(f)

TEMPLATE - ADM001

ADM002

Please indicate your acceptance of this order by having an official who is authorized to bind your organization, execute this document in the space provided below.

ACCEPTED:

Signature: 

Name: Laurie Loomis

Title: Vice President

Date: July 9, 2012

## Table of Contents

<b>TASK ORDER TERMS AND CONDITIONS</b> .....	<b>4</b>
A.1 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE (JUN 1988) ALTERNATE I (JUN 1991).....	4
A.2 PACKAGING AND MARKING (AUG 2011) .....	4
A.3 BRANDING (AUG 2011) .....	4
A.4 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011).....	5
A.5 ELECTRONIC PAYMENT (AUG 2011) .....	5
A.6 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011) .....	5
A.7 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (AUG 2011).....	5
A.8 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011).....	6
A.9 GREEN PURCHASING (JUN 2011).....	7
A.10 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011).....	7
A.11 KEY PERSONNEL.....	7
A.12 FAR 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989).....	8
A.13 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) .....	8
A.14 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTRNATE 1.....	8

## TASK ORDER TERMS AND CONDITIONS

### TASK ORDER TERMS AND CONDITIONS

#### A.1 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE (JUN 1988) ALTERNATE I (JUN 1991)

- (a) The total estimated cost to the Government for full performance of this task order is **\$11,223**, of which the sum of **\$10,392** represents the estimated reimbursable costs, and of which **\$831** represents the fixed fee. This amount covers Task 1. The task order will increase with exercise of optional Tasks 2, 3 and/or 4, as follows:

	<u>Cost</u>	<u>Fee</u>	<u>CPFE</u>
Optional Task 2	\$10,350	\$826	\$11,176
Optional Task 3	\$10,370	\$830	\$11,200
Optional Task 4	\$10,370	\$830	\$11,200

- (b) There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.
- (c) The amount currently obligated by the Government with respect to this contract is **\$11,223**, of which the sum of **\$10,392** represents the estimated reimbursable costs, and of which **\$831** represents the fixed fee.

#### A.2 PACKAGING AND MARKING (AUG 2011)

(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:

#### A.3 BRANDING (AUG 2011)

The Contractor is required to use the official NRC branding logo or seal on any publications, presentations, products, or materials funded under this contract, to the extent practical, in order to provide NRC 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.

Access the following websites for branding information and specifications:  
<http://www.internal.nrc.gov/ADM/branding/> and Management Directive and Handbook 3.13 -

(internal NRC website): <http://www.internal.nrc.gov/policy/directives/toc/md3.13.htm>

(external public website): <http://pbadupws.nrc.gov/docs/ML1122/ML112280190.pdf>

#### **A.4 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011)**

This order shall commence on July 9, 2012 and will expire on June 30, 2013.

#### **A.5 ELECTRONIC PAYMENT (AUG 2011)**

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

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal - Continuation Sheet." The preferred method of submitting invoices is electronically to the Department of the Interior at [NRCPayments\\_NBCDenver@nbc.gov](mailto:NRCPayments_NBCDenver@nbc.gov). If the contractor submits a hard copy of the invoice, it shall be submitted to the following address:

Department of the Interior  
National Business Center  
Attn: Fiscal Services Branch - D2770  
7301 West Mansfield Avenue  
Denver, CO 80235-2230

#### **A.6 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)**

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Form I-551 (Green Card), or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, <http://www.uscis.gov/portal/site/uscis>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

#### **A.7 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (AUG 2011)**

##### **Review and Approval of Reports**

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include

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

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/ grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

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

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

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

## **A.8 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)**

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

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

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

**A.9 GREEN PURCHASING (JUN 2011)**

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy- efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements. <http://www.fedcenter.gov/programs/eo13514/>

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

**A.10 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)**

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

**A.11 2052.215-70 KEY PERSONNEL (JAN 1993)**

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

<u>Name</u>	<u>Position</u>
A. Zeitoun	Project Manager
F. Cameron	Facilitator

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.

**A.12 FAR 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED  
LINE ITEM (MAR 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within the contract period of performance. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

**A.13 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within the period of performance of the task order; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **21 calendar days** before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **12 months**.

**A.14 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1 (OCT 1999)**

- (a) Total expenditure for travel may not exceed **\$2,494** without the prior approval of the contracting officer. **The amount is increased as follows, upon exercise of any of the optional tasks:**

Optional Task 2: \$2,458  
Optional Task 3: \$2,458  
Optional Task 4: \$2,458

- (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 those travel costs incurred that are directly related to this contract and which 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, shall 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.

TASK ORDER TITLE: TECHNICAL ASSISTANCE FOR FACILITATING TRIBAL  
CONSULTATION MEETING FOR ONGOING ENVIRONMENTAL  
REVIEWS

TASK ORDER NUMBER: 004  
TASK AREA 4: Technical Support/Studies Related to Environmental  
Analysis  
JOB CODE: F1261  
B& R NUMBER: 2012-55-35-4-195  
ISSUING OFFICE: FSME  
NRC TECHNICAL ASSISTANCE  
NRC PROJECT OFFICER (PO): Edna Knox-Davin (301) 415-6577  
NRC TECHNICAL PROJECT  
MANAGER (TPM): Haimanot Yilma (301) 415-8029  
FEE RECOVERABLE: Yes  
TAC NUMBER: License Renewal Application – J00835  
North Trend Expansion – J00814  
DOCKET NUMBER: 040-008943

## 1.0 BACKGROUND

### License Renewal Application

On November 27, 2007, Crow Butte Resources, Inc. (CBR) submitted an application to the U.S. Nuclear Regulatory Commission (NRC) for the renewal of NRC materials license SUA-1534 for CBR to continue operation of an *in-situ* uranium recovery (ISR) facility for an additional 10 years. NRC staff accepted CBR's license renewal application for detailed technical review on March 28, 2008.

### North Trend Expansion

On May 30, 2007, the NRC received an application from CBR to amend materials license SUA-1534 to construct and operate an ISR facility at the North Trend Expansion Area. The NRC staff accepted CBR's North Trend Expansion Area license amendment application for detailed technical review on August 28, 2007. The proposed North Trend Expansion project area consists of approximately 2,110 acres located approximately 4.5 miles northwest of the current CBR ISR facility, which is located approximately four miles southeast of the City of Crawford.

### Section 106 process

As established in Title 10 Code of Federal Regulations Part 51 (10 CFR 51), the NRC regulation that implements the National Environmental Policy Act of 1969, as amended, the NRC is conducting an Environmental Review (ER) of the Crow Butte License renewal and Crow But North Trend Expansion proposed actions it received from CBR. The ER will address the impacts associated with the construction, operation, and decommissioning of the proposed facility. As outlined in 36 CFR 800, to comply with Section 106 of the National Historic Preservation Act of 1966 through the requirements of the National Environmental Policy Act of 1969, the ER will also include analyses of potential impacts to historic and cultural resources.

To enhance the scope and quality of our review and facilitate the identification of Tribal historic properties and/or cultural resources, specifically, sites that may have traditional religious or cultural significance to Native American Tribes that may be interested in and/or affected by the proposed actions, the NRC staff is actively engaged in consultation with various Tribes. As part of the consultation effort, the NRC staff holds face to face meetings with various Tribes to gather and disseminate information related to identification of historic properties. The NRC staff anticipates increased number of face to face meeting for these two projects in order to complete the Section 106 process effectively and comply with all the Section 106 requirements.

## **2.0 OBJECTIVE**

The objective of this task order is to obtain the contractor's support to facilitate a Tribal consultation meeting that will tentatively occur the week of July 9, 2012, such that the meeting is productive and results in moving the Section 106 process forward.

## **3.0 TECHNICAL SKILLS**

The contractor-provided Facilitator must have experience as a Public Meeting Facilitator and must have successfully facilitated previous NRC Public or Tribal Meetings.

## **4.0 SCOPE OF WORK**

### **4.1 TASK 1: MEETING FACILITATION FOR UPCOMING MEETING:**

The first Tribal Consultation meeting could take place as early as the week of July 9, 2012. For this meeting, the contractor-provided Facilitator shall:

- (1) Design and plan the group process, and select the appropriate tools necessary to ensure compliance with the NRC's policy and guidelines for conducting a technical and Public Meeting of the types referenced above.
- (2) Develop effective, individual agendas for meetings which focus on outcomes if applicable, and provide a good flow and structure for the meetings.
- (3) Guide and manage the group process of meetings to ensure that there is effective participation and that participants achieve a mutual understanding as required by the NRC's policy and guidelines for conducting a technical and Public Meeting of the type referenced above.

## **OPTIONAL REQUIREMENTS**

Should the Government require the contractor's services for Optional Tasks 2 through 4 the contractor will be provided preliminary written notice of the need for each optional requirement at least 30 days before this work is required. The preliminary notice(s) does not commit the Government to an extension. This work will be implemented by formal modification to this task order.

### **4.2 OPTIONAL TASK 2: MEETING FACILITATION FOR FUTURE MEETING:**

For planning purposes, the second Tribal Consultation meeting could take place the week of September 10, 2012. The exact date and location of this meeting will be determined prior to the

exercise of this option and reflected in the resultant formal modification to this task order. For this meeting, the contractor-provided Facilitator shall provide the same level of involvement listed in Task 1 above.

#### **4.3 OPTIONAL TASK 3: MEETING FACILITATION FOR FUTURE MEETING:**

For planning purposes, the third Tribal Consultation meeting could take place the week of Nov 5, 2012. The exact date and location of this meeting will be determined prior to the exercise of this option and reflected in the resultant formal modification to this task order. For this meeting, the contractor-provided Facilitator shall provide the same level of involvement listed in Task 1 above.

#### **4.4 OPTIONAL TASK 4: MEETING FACILITATION FOR FUTURE MEETING:**

For planning purposes, the fourth Tribal Consultation meeting could take place the week of Dec 17, 2012. Dates and location of additional meetings will have to be negotiated with all consulting parties. The exact date and location of this meeting will be determined prior to the exercise of this option and reflected in the resultant formal modification to this task order. For this meeting, the contractor-provided Facilitator shall provide the same level of involvement listed in Task 1 above.

### **5.0 TRAVEL**

- (1) The contractor-provided Facilitator is expected to travel to South Dakota in support of the first Tribal Consultation Meeting. The specific location of the meeting will be agreed upon amongst all consulting parties and will be communicated to the contractor at least three weeks prior to the meeting to allow the contractor to make travel arrangements. For planning purposes, previous meetings have been held in Rapid City, SD as well as the Oglala Sioux Reservation in Pine Ridge, SD.
- (2) For all optional Tribal Consultation Meetings, the location and specific times will be provided to the contractor at least 30 days prior to the meeting. For planning purposes, the following dates and time could be used for future travels: the week of September 10, 2012, the week of November 5, 2012 and the week of December 17, 2012. Dates and location of additional meetings will have to be negotiated with all consulting parties.
- (3) For all meetings covered by this task order, the Facilitator is expected to travel to SD (specific location to be selected at a later time) for at least two days of meetings at a time. Two additional dates are budgeted for travel to the meeting location.

<u>Topic</u>	<u>Location</u>	<u>Trips</u>	<u>Days</u>	<u>Contractor Staff</u>
Tribal Consultation meeting	South Dakota	1	4	1

#### **Optional Travel**

Tribal Consultation meeting	South Dakota	1	4	1
Tribal Consultation meeting	South Dakota	1	4	1
Tribal Consultation meeting	South Dakota	1	4	1

### **6.0 REPORTING REQUIREMENTS**

None.

## **7.0 LEVEL OF EFFORT**

Total level of effort for **Task 1 is 32 hours**. *The level of effort could increase to up to 128 staff hours (including optional travel time) if a total of 4 meetings are conducted, between now and June 30, 2012.*

### **7.1 TASK 1: MEETING FACILITATION FOR UPCOMING MEETING**

The total estimated level of effort for this task is 32 staff hours (including travel dates).

### **7.2 OPTIONAL TASK 2: MEETING FACILITATION FOR FUTURE MEETING**

The total estimated level of effort for this task is 32 staff hours (including travel dates).

### **7.3 OPTIONAL TASK 3: MEETING FACILITATION FOR FUTURE MEETING**

The total estimated level of effort for this task is 32 staff hours (including travel dates).

### **7.4 OPTIONAL TASK 4: MEETING FACILITATION FOR FUTURE MEETING**

The total estimated level of effort for this task is 32 staff hours (including travel dates).

## **8.0 PERIOD OF PERFORMANCE**

The period of performance shall begin on or about July 2, 2012 and will expire on June 30, 2013. The additional time is to allow for possible changes in schedule meeting dates.

## **9.0 TECHNICAL/PROJECT DIRECTION**

Edna Knox-Davin is the designated NRC PO for this task order. Haimanot Yilma is the NRC TPM. The NRC PO is the focal point for all task order-related activities. All program funding actions are initiated by the NRC PO who submits the requests to the Division of Contracts (DC) for processing. All proposed work scope or schedule changes must be submitted through the NRC PO for DC.

The NRC TPM may provide technical direction to the contractor staff during the duration of this task order. Technical direction shall not constitute new assignments of work or changes of such a nature as to justify an adjustment in cost or period of performance. The NRC Contracting Officer will issue directions, if any, for changes in the scope of work, cost, or period of performance.