

# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 23

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

1. DATE OF ORDER 06/09/2015		2. CONTRACT NO. (If any) NRC-HQ-25-14-E-0001		6. SHIP TO: a. NAME OF CONSIGNEE US NUCLEAR REGULATORY COMMISSION			
3. ORDER NO. NRC-HQ-50-15-T-0001		4. REQUISITION/REFERENCE NO. NMSS-15-0038		b. STREET ADDRESS 11555 ROCKVILLE PIKE			
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP 3WFN-05-C64MP WASHINGTON DC 20555-0001		c. CITY ROCKVILLE		d. STATE MD	e. ZIP CODE 20852		
7. TO: a. NAME OF CONTRACTOR NUMARK ASSOCIATES INC b. COMPANY NAME c. STREET ADDRESS 1220 19TH ST NW STE 500		f. SHIP VIA		8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY 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.			
d. CITY WASHINGTON		e. STATE DC	f. ZIP CODE 200362444	10. REQUISITIONING OFFICE OFFICE OF NEW REACTORS			
9. ACCOUNTING AND APPROPRIATION DATA See Schedule		11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" 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		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO			
15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS		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)
	Order Number: NRC-HQ-50-15-T-0001 Contract Number: NRC-HQ-25-14-E-0001  Task Order titled Technical Technical Assistance to Support the NRCs Implementation of the Programmatic Continued ...						
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO: a. NAME US NUCLEAR REGULATORY COMMISSION						
	b. STREET ADDRESS (or P.O. Box)		ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE MAILSTOP 03-E17A		\$0.00		17(i) GRAND TOTAL
	c. CITY ROCKVILLE		d. STATE MD	e. ZIP CODE 20852-2738	\$393,700.00		
22. UNITED STATES OF AMERICA BY (Signature)		06/09/2015		23. NAME (Typed) MARK THOMPSON TITLE: CONTRACTING/ORDERING OFFICER			

AUTHORIZED FOR LOCAL REPRODUCTION  
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OPTIONAL FORM 347 (Rev. 2/2012)  
Prescribed by GSA/FAR 48 CFR 53.213(f)

SUNSI REVIEW COMPLETE

JUN 17 2015

ADM002

TEMPLATE - ADM001

# ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1

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				8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE REFERENCE YOUR <input checked="" type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.				
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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO

2

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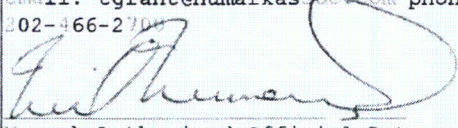
CONTRACT NO

06/02/2015

NRC HQ-25-14-E-0001

ORDER NO

NRC-HQ-50-15-T-0001

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Agreement Regarding the Ross In Situ Uranium Recovery Project in Crook County, Wyoming under Enterprise Wide Contract No. NRC-HQ-25-14-E-0001.</p> <p>Contractor POCs: Business: Paul Edelstein, Vice President, Contracts and Administrative Services, email: pedelstein@numarkassoc.com, phone: 202-466-2700</p> <p>Technical: Tom Grant, Project Manager email: tgrant@numarkassoc.com phone: 202-466-2700</p> <p> 6/2/15 Numark Authorized Official Date</p> <p>Accounting Info: 2015-X0200-FEEBASED-50-50D008-35-4-195-1061 253A</p>					

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

\$0.00

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Prescribed by GSA FAR (48 CFR) 52.213(f)

**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

**B.1 PRICE/COST SCHEDULE**

Base Period June 2, 2015 – June 1, 2018				
Contract Line Item Numbers (CLIN)	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL COST PLUS FIXED FEE
0001	Contractor to provide Technical Assistance in accordance with section C: DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK			
	<b>Total Base Period</b>			
Option Period 1 June 2, 2018 – June 1, 2019				
CLIN	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL COST PLUS FIXED FEE
10001	Contractor to provide Technical Assistance in accordance with section C: DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK			
	<b>Total Option Period 1</b>			
Option Period 2 June 2, 2019 – June 1, 2020				
CLIN	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL COST PLUS FIXED FEE
20001	Contractor to provide Technical Assistance in accordance with section C: DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK			
	<b>Total Option Period 2</b>			
<b>Total Base and Option Periods</b>				<b>\$393,700.00</b>

**NRCB044 CONSIDERATION AND OBLIGATION—INDEFINITE-QUANTITY CONTRACT**

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

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

(c) The amount currently obligated by the Government with respect to this contract is [REDACTED], of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents the fixed-fee.

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

(e) A total estimated cost and fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of FAR 52.232-20 - Limitation of Cost for fully-funded task orders and FAR 52.232-22 - Limitation of Funds for incrementally-funded task orders, issued hereunder.

(End of Clause)

## **SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **1.0 Title of Project**

Technical Assistance to Support the NRC's Implementation of the Programmatic Agreement Regarding the Ross In Situ Uranium Recovery Project in Crook County, Wyoming

### **2.0 Introduction**

The contractor shall provide technical assistance from a qualified archaeologist to support the NRC in the technical reviews, analyses, and determinations associated with identifying and mitigating adverse effects to historic properties, as well as with the scheduling and project planning activities associated with Programmatic Agreement (PA) implementation. The contractor shall also provide technical and administrative assistance from a Section 106 expert, with extensive tribal consultation experience, to the support the NRC in planning, coordinating, and facilitating meetings and site visits, drafting correspondence, and addressing comments and concerns raised by the parties, including the Ross Project Consulting Tribes, during implementation of the PA.

### **3.0 Background**

The U.S. Nuclear Regulatory Commission (NRC) staff received an application from Peninsula Minerals, Ltd./Strata Energy, Inc. (Strata) on January 4, 2011 for a new Source Materials License, under the provisions of 10 CFR Part 40 (<http://www.nrc.gov/info-finder/materials/uranium/licensed-facilities/ross.html>). The new license (SUA-1601) was granted by the NRC on April 24, 2014, and allows Strata to conduct in situ recovery activities for uranium extraction at Ross, located in Lance District, Crook County, Wyoming. Activities involved in the proposed set up and operation of the Ross In Situ Uranium Recovery Project (Ross Project) would include the construction of surface and subsurface infrastructures; operation of well fields to recover the uranium from injected solutions; aquifer restoration activities to restore the groundwater quality in the production zone after uranium recovery is completed within a well field; and decommissioning of surface and subsurface infrastructure and reclaiming the surface after uranium production activities at the site have been completed.

In 2010, a consultant for Strata conducted a Class 1 (i.e., a records search) and a Class III Cultural Resources Inventory in an effort in support of the Ross Project. In November 2011, additional evaluative work was accomplished by Strata's consultant. During Strata's initial Class III Inventory for the Ross Project, 24 new sites and 21 isolated finds were recorded. Twenty-three of the recorded sites are prehistoric camps, and one is a historic-period homestead. Of the 24 sites identified two sites have been determined eligible for listing on the NRHP, 8 sites not eligible for listing on the NRHP, and the remaining 15 sites are currently unevaluated. WYSHPO recommended that the NRC develop a testing plan to determine project effect for the two historic properties and eligibility and project effect for the affected unevaluated sites, 2 sites were determined by the NRC staff and WYSHPO to require additional consultation with Native American tribes before an NRHP-eligibility determination could be made.



In 2013, two tribal field surveys, performed in accordance with Class III cultural-resource inventory methods, were conducted at the Ross Project area. The surveys were designed to identify and to evaluate the NRHP significance of the Traditional Cultural Properties (TCPs) and other sites of religious and cultural significance to tribes within the Ross Project area. As a result of the 2013 field surveys, 18 TCP sites were located, recorded, and evaluated for NRHP eligibility in the Ross Project area. Based upon the recommendations provided by the Tribes, the NRC and BLM determined that 13 TCP sites in the Ross Project area are eligible for inclusion on the NRHP under Criterion A, 2 sites remain unevaluated and 3 sites are not eligible for listing on the NRHP. The NRC prepared a report documenting its eligibility determinations for 18 properties identified during tribal field surveys. The NRC submitted the report to the WYSHPO in March 2014 for concurrence.

Due to the fact that effects on all historic properties within the area of potential effects (APE) could not be fully determined prior to approval of the Undertaking (issuance of license SUA-1601), the NRC determined that a phased process for compliance with Section 106 was appropriate. The NRC along with the BLM – Newcastle Field Office, the Advisory Council on Historic Preservation (ACHP), Strata, and the WYSHPO (i.e., “the parties”) signed a PA for the Ross Project Undertaking, effective April 24, 2014 (<http://pbadupws.nrc.gov/docs/ML1411/ML14111A346.html>). There are twenty-two Native American tribes consulting for this Undertaking under the PA (i.e., The Ross Project Consulting Tribes). With the PA, the parties defined a Phase I area within the APE, which encompasses all areas within the direct APE where Strata’s physical ground disturbance and construction of the Ross Project is currently proposed to occur. The PA prescribes the process that the parties will follow in order to complete remaining activities to identify historic properties within the Phase I area, determine direct and indirect effects to historic properties within the APE.

In May 2014, WYSHPO provided a response to the NRC’s request for concurrence on its eligibility determinations for the 18 TCPs, indicating that it could not yet concur with the NRC’s eligibility determinations and requesting additional information. In accordance with Stipulation B.4(f) of the PA, the NRC attempted to resolve the disagreement with WYSHPO by revising the report to include additional information. The NRC submitted a revised report, documenting its eligibility determinations for these 18 properties, to the WYSHPO by letter dated December 4, 2014. With the revised report, the NRC and BLM determined that 11 sites are eligible under Criterion A for inclusion, 4 remain unevaluated and 3 sites were determined ineligible for listing on the NRHP.

In January 2015, the WYSHPO provided a response to the NRC, indicating that the NRC’s revised report meets the Secretary of the Interior’s Standards for Archaeology and Historic Preservation. WYSHPO concurred that 3 sites are not eligible for listing on the NRHP and no further work or protective measures are necessary. WYSHPO also concurred that 4 sites are currently unevaluated for NRHP eligibility. WYSHPO was not able to agree with the eligibility determinations for the 11 sites that the NRC determined to be eligible and WYSHPO recommended that the NRC refer the properties to the Keeper of the National Register (Keeper) and request a formal determination of eligibility [per Stipulation B.4(f) of the PA]. To-date, 29 identified sites within the Ross Project area are unevaluated/not concurred on.

#### **4.0      Objective**

The primary objective of this task order is to obtain technical and administrative assistance from a qualified archaeologist and a Section 106 tribal consultation expert to support the NRC in the implementation of the Ross Project PA.

#### **5.0      Scope of Work**

The contractor shall provide all resources necessary to accomplish the tasks and deliverables described in this Statement of Work (SOW). The contractor shall review, provide comments on, and address comments on testing plans, recommendations of eligibility and effects, data recovery plans, and mitigation (including avoidance) plans. The contractor shall also develop a PA implementation plan; draft correspondence; plan, coordinate, and facilitate meetings and site visits; and provide guidance to the NRC to support the consultation and consensus-building activities necessary to implement the PA.

#### **6.0      Work Requirements**

##### **6.1      Specific Tasks**

The contractor shall perform the tasks listed below.

##### **6.1.1      Task 1: Contract Kickoff Meeting and Review Background Information**

###### **Requirement**

The contractor shall attend a one-time, full-day kickoff meeting at the NRC headquarters for an orientation and exchange of materials. The COR will provide background documentation for Contractor Review. Within one week the contractor shall thoroughly review the NRC provided documents:

###### **Standard**

Designated contractor personnel are required to attend the contract kickoff meeting. The contractor shall review, and meet with the NRC to discuss, the background materials in order to gain a full understanding of the project.

###### **Meetings and Travel**

One , full-day trip to NRC headquarters in Rockville, Maryland for one-to-two person. At the discretion of the NRC, this task item may be conducted via teleconference with no change in cost. Within one week a second meeting, to include the appropriate technical experts, shall occur to discuss the background information.

##### **6.1.2      Task 2: Develop Draft PA Implementation Plan (PAIP)**

###### **Requirement**

The contractor, after thoroughly reviewing the PA and associated background information, shall prepare a draft PAIP. The draft PAIP shall provide a detailed, step-by-step approach for the NRC to follow in order to complete the activities required by the PA in coordination with the other PA parties. The draft PAIP shall include specific details regarding procedures to follow and proposed schedules for completing each step in the PA.



Standard

The written PAIP shall be developed as an internal project management plan and procedures for the responsible NRC staff. The PAIP will be used by the NRC staff as a road map for implementing the PA and the PAIP shall reference the background materials to provide context for an NRC staff member that might be newly tasked with managing the implementation of the PA. In addition to the written text of the PAIP, a flow chart or similar diagram shall be included to visually display each PA step and associated timeframe. An approach for expeditiously conducting consultation in the event in of an unanticipated discovery shall be described in the PAIP.

**6.1.3 Task 3: Develop Final PAIP**

Requirement

The contractor, after reviewing and discussing the NRC COR's comments on the draft PAIP, shall prepare a final PAIP.

Standard

The final PAIP shall address all NRC COR comments on the draft PAIP. The contractor shall contact the NRC COR while developing the final PAIP if the contractor has further questions about any NRC comments.

**6.1.4 Task 4: Periodic Review and Update of PAIP**

Requirement

The contractor shall support the NRC to update the PAIP to remove outdated information and add new information, periodically, as the PA implementation process proceeds to completion. During the last week of each calendar month, the contractor shall schedule a meeting with the NRC to discuss necessary changes to the PAIP.

If the outcome of the meeting is that there is a need to update the PAIP, the contractor shall provide the update within 5 days following the meeting. It is anticipated that these changes will be fairly routine in nature and not require an extensive rework of the plan but an updating of dates, times, progress etc. If there are no known changes during the current month the NRC staff may cancel the meeting via e-mail. If the NRC provides the contractor with any comments on the updates made to the PAIP, the NRC will schedule a meeting with the contractor to discuss these comments and the contractor shall provide a revised update to the PAIP within 5 days following the meeting to discuss the NRC's comments.

Standard

The PAIP will be a living document that the contractor shall keep up-to-date on a monthly basis.

**6.1.5 Task 5: Review Strata's Testing Plans**

Requirement

In accordance with the PA, Strata is required to submit a supplement to its previously-submitted Additional Testing Plan. The supplement will include Strata's plan to test sites 48CK2075, 48CK2085, 48CK2229 and 48CK2231, which are sites that were identified

during the 2013 tribal field surveys but that do not contain tribal components. Additionally, Strata could be required to submit a testing plan to test historic properties for effects or to test unevaluated sites outside of the Phase I area for eligibility and effects. The NRC, in cooperation with BLM and in accordance with the PA, would have 30 calendar days to review any testing plan and provide comments to Strata. The contractor shall support the NRC to review and provide comments on testing plans as well as any resulting revisions to testing plans.

Standard

Upon receipt of a testing plan from Strata, the contractor shall review the plan and provide comments to the NRC. The NRC's Request for Additional Information (RAI) format shall be used as a template for the comments unless the NRC and the contractor agree to a different format.

Following receipt of the contractor's comments and the comments from BLM (and no later than 30 calendar days after receipt of the testing plan from Strata), the NRC will schedule an internal meeting to discuss the contractor's comments and BLM's comments with the contractor, and the NRC will schedule another meeting to discuss the comments with both the BLM and the contractor.

During these meetings, the contractor shall work collaboratively with the NRC and BLM to revise the comments, if NRC determines that revisions are necessary. If Strata subsequently submits a revised testing plan in response to NRC/BLM comments, the contractor shall follow this process again to review the revision, ensure that the comments have been addressed, and support NRC to develop additional comments, if necessary.

**6.1.6 Task 6: Review Comments from PA Parties on Strata's Testing Plans**

Requirement

In accordance with the PA, after requesting and accepting any necessary revisions from Strata, the NRC will share Strata's testing plans with the PA parties (excluding WYSHPO) for a 30 calendar day review and comment. The NRC will share any comments received with the other parties and will consider any comments received within the 30 calendar day period. The contractor shall support the NRC consideration of the comments received from the parties on the testing plans.

Standard

Upon receipt of the parties' comments on Strata's testing plans from the NRC, the contractor shall review the comments and prepare a document to advise the NRC on whether and how to address the comments. The contractor shall consider the significance of each comment and make a recommendation to the NRC for addressing each comment.

The NRC will schedule an internal meeting to discuss the contractor's feedback with contractor and the NRC will schedule another meeting to discuss the parties' comments with both the BLM and the contractor. During these meetings, the contractor shall work collaboratively with the NRC and BLM to finalize an approach to address the comments.

**6.1.7 Task 7: Review Strata's Eligibility Recommendations**

**Requirement**

In accordance with the PA, Strata is required to submit eligibility recommendations for unevaluated sites to the NRC. The NRC, in cooperation with BLM and in accordance with the PA, will have 30 calendar days to review any eligibility recommendation and provide comments to Strata or request additional information. The contractor shall support the NRC to review and provide comments on eligibility recommendations as well as any resulting revisions to eligibility recommendations.

**Standard**

Upon receipt of eligibility recommendations from Strata, the contractor shall review the recommendations and provide comments to the NRC COR. The NRC's Request for Additional Information (RAI) format shall be used as a template for the comments unless the NRC COR and the contractor agree to a different format.

Following receipt of the contractor's comments and the comments from BLM (and no later than 30 calendar days after receipt of the testing plan from Strata), the NRC will schedule an internal meeting to discuss the contractor's comments and BLM's comments with the contractor, and the NRC will schedule another meeting to discuss the comments with both the BLM and the contractor.

During these meetings, the contractor shall work collaboratively with the NRC and BLM to revise the comments, if NRC determines that revisions are necessary. If Strata subsequently submits revised eligibility recommendations in response to NRC/BLM comments, the contractor shall follow this process again to review the revisions, ensure that the comments have been addressed, and support NRC to develop additional comments, if necessary.

**6.1.8 Task 8: Prepare Independent Eligibility Recommendations to Inform the NRC's Eligibility Determinations**

**Requirement**

The NRC, in cooperation with BLM and in accordance with the PA, will review Strata's eligibility recommendations and make its own eligibility determinations to be provided to the parties for review and comment. The contractor shall support the NRC in this effort by providing independent eligibility recommendations to the NRC.

**Standard**

After receipt of Strata's final recommendations, the contractor shall develop eligibility recommendations for NRC review. Following receipt of the contractor's recommendations and any input from BLM, the NRC will schedule an internal meeting to discuss the contractor's recommendations and BLM's input with the contractor, and the NRC could schedule another meeting to discuss the recommendations with both the BLM and the contractor. During these meetings, the contractor shall support the NRC to answer technical questions and to discuss the recommendations with BLM.

**6.1.9 Task 9: Review Comments from PA Parties on NRC's Eligibility Determinations**

**Requirement**

After considering Strata's eligibility recommendations and the contractor's eligibility recommendations, the NRC, in coordination with BLM, will make eligibility determinations and share these determinations with the parties (excluding WYSHPO). The NRC will consider any comments received from the parties and share its final determinations with WYSHPO for concurrence. The contractor shall support the NRC to consider comments received from the parties on its eligibility determinations.

**Standard**

Upon receipt of the parties' comments on the NRC's eligibility determinations (and then again upon receipt of WYSHPO's subsequent comments), the contractor shall review the comments and prepare a document to advise the NRC COR on whether and how to address the comments.

The contractor shall consider the significance of each comment and make a written recommendation to the NRC COR for addressing each comment. The NRC will schedule an internal meeting to discuss the contractor's feedback with the contractor and the NRC will schedule another meeting to discuss the parties' comments with both the BLM and the contractor. During these meetings, the contractor shall work collaboratively with the NRC and BLM to finalize an approach to address the comments.

**6.1.10 Task 10: Seeking Formal Determinations from the Keeper of the National Register**

**Requirement**

In accordance with the PA, after submitting eligibility determinations to the WYSHPO for concurrence and attempting to resolve any disagreements regarding eligibility with the WYSHPO, if disagreements cannot be resolved, or if the ACHP so requests, NRC will refer property(ies) in question to the Keeper. The contractor shall support the NRC to develop documentation to submit to the Keeper and to consult with the Keeper to obtain information or resolve comments/questions.

**Standard**

If the WYSHPO or ACHP and NRC agree to refer a property to the Keeper, the contractor shall use its expertise in this area to provide guidance to the NRC, using the PAIP, on the path forward to complete this effort and shall draft the necessary documentation and correspondence to be submitted to the Keeper. Written guidance on how to proceed, including citations to relevant regulations, as well as initial drafts of correspondence to be provided to the Keeper shall be included.

The NRC will schedule an internal meeting to discuss the contractor's feedback with the contractor and the NRC will schedule another meeting to discuss contractor's feedback with both the BLM and the contractor. During these meetings, the contractor shall work collaboratively with the NRC and BLM to finalize an approach to refer the property(ies) to the Keeper.

**6.1.11 Task 11: Review Strata's Assessment of Effects to Historic Properties (Indirect and Direct)**

**Requirement**

In accordance with the PA, Strata is required to submit assessments of effects for historic properties to the NRC. The NRC, in cooperation with BLM and in accordance with the PA, would have 30 calendar days to review any assessments of effects and provide comments to Strata or request additional information. The contractor shall support the NRC review and provide comments on assessments of effects as well as any resulting revisions to assessments of effects.

**Standard**

Upon receipt of assessments of effects from Strata, the contractor shall review the assessments and provide comments to the NRC COR. The NRC's Request for Additional Information (RAI) format shall be used as a template for the comments unless the NRC COR and the contractor agree to a different format. Following receipt of the contractor's comments and the comments from BLM (and no later than 30 calendar days after receipt of the assessment of effects from Strata), the NRC will schedule an internal meeting to discuss the contractor's comments and BLM's comments with the contractor, and the NRC will schedule another meeting to discuss the comments with both the BLM and the contractor.

During these meetings, the contractor shall work collaboratively with the NRC and BLM to revise the comments, if NRC COR determines that revisions are necessary. If Strata subsequently submits revised assessments of effects, including avoidance assessments, in response to NRC/BLM comments and consultation, the contractor shall follow this process again to review the revisions, ensure that the comments have been addressed, and support NRC to develop additional comments, if necessary.

**6.1.12 Task 12: Prepare Independent Effects Recommendations to Inform the NRC's Effects to Historic Property (Indirect and Direct) Determinations**

**Requirement**

The NRC, in cooperation with BLM and in accordance with the PA, will review Strata's effects recommendations and make its own effects determinations to be provided to the parties for review and comment. The contractor shall support the NRC in this effort by providing independent effects recommendations to the NRC.

**Standard**

After receipt of Strata's final recommendations, the contractor shall develop effects recommendations for NRC COR review. Following receipt of the contractor's recommendations and any input from BLM, the NRC will schedule an internal meeting to discuss the contractor's recommendations and BLM's input with the contractor, and the NRC could schedule another meeting to discuss the recommendations with both the BLM and the contractor. During these meetings, the contractor shall support the NRC to answer technical questions and to discuss the recommendations with BLM.

**6.1.13 Task 13: Review Comments from PA Parties on NRC's Effects (Indirect and Direct) Determinations**

Requirement

After considering Strata's effects recommendations and the contractor's effects recommendations, the NRC, in coordination with BLM, will make effects determinations and share these determinations with the parties (excluding WYSHPO). The NRC will consider any comments received from the parties and share its final determinations with WYSHPO for concurrence. The contractor shall support the NRC to consider comments received from the parties on its effects determinations.

Standard

Upon receipt of the parties' comments on the NRC's effects determinations (and then again upon receipt of WYSHPO's subsequent comments), the contractor shall review the comments and prepare a document to advise the NRC COR on whether and how to address the comments. The contractor shall consider the significance of each comment and make a recommendation to the NRC COR for addressing each comment. The NRC will schedule an internal meeting to discuss the contractor's feedback with the contractor and the NRC will schedule another meeting to discuss the parties' comments with both the BLM and the contractor. During these meetings, the contractor shall work collaboratively with the NRC and BLM to finalize an approach to address the comments.

**6.1.14 Task 14: Review Strata's Proposed Avoidance Measures**

Requirement

In accordance with the PA, once an assessment of adverse effects to historic properties has been finalized, Strata is required to notify the NRC COR in writing within 30 calendar days if it can avoid the adverse effects within the area of ground disturbance activities for each Ross Project Phase, including properties of religious and cultural significance to Tribes. The NRC, in cooperation with BLM and in accordance with the PA, would have 30 calendar days to review any proposed avoidance measures and provide comments to Strata or request additional information. The contractor shall support the NRC to review and provide comments on Strata's initial proposed avoidance measures as well as any resulting revisions to the avoidance measures.

Standard

Upon receipt of proposed avoidance measures from Strata, the contractor shall review the measures and provide comments to the NRC COR. The NRC's Request for Additional Information (RAI) format shall be used as a template for the comments unless the NRC COR and the contractor agree to a different format. Following receipt of the contractor's comments and the comments from BLM (and no later than 30 calendar days after receipt of the testing plan from Strata), the NRC will schedule an internal meeting to discuss the contractor's comments and BLM's comments with the contractor, and the NRC will schedule another meeting to discuss the comments with both the BLM and the contractor.

During these meetings, the contractor shall work collaboratively with the NRC and BLM to revise the comments, if the NRC COR determines that revisions are necessary. If Strata subsequently submits revised avoidance measures in response to NRC/BLM comments, the contractor shall follow this process again to review the revisions, ensure that the comments have been addressed, and support NRC to develop additional comments, if necessary. The contractor shall work collaboratively with the NRC, BLM, and



Strata to finalize the avoidance measures (unlike with eligibility or effects determinations, Strata would need to agree with the proposed avoidance measures before the NRC could proceed to share these measures with the parties).

**6.1.15 Task 15: Review Comments from PA Parties on NRC's Proposed Avoidance Measures**

**Requirement**

After receiving Strata's proposed avoidance measures and consulting with Strata and BLM to finalize the proposed measures, the NRC will share these measures with the parties (excluding WYSHPO) for a 30 calendar review period. The NRC will consider any comments received from the parties and share its final determinations with WYSHPO for 30 calendar day review and concurrence. The contractor shall support the NRC to consider comments received from the parties on its proposed avoidance measures.

**Standard**

Upon receipt of the parties' comments (and then again upon receipt of WYSHPO's subsequent comments) on the NRC's proposed avoidance measures, the contractor shall review the comments and prepare a document to advise the NRC on whether and how to address the comments. The contractor shall consider the significance of each comment and make a recommendation to the NRC COR for addressing each comment. The NRC will schedule an internal meeting to discuss the contractor's feedback with the contractor and the NRC will schedule another meeting to discuss the parties' comments with both the BLM and the contractor. During these meetings, the contractor shall work collaboratively with the NRC and BLM to finalize an approach to address the comments.

**6.1.16 Task 16: Review Strata's Proposed Mitigation Plan(s)**

**Requirement**

In accordance with the PA, once an assessment of adverse effects to historic properties has been finalized and the NRC determines that the effects (indirect or direct) cannot be avoided, and following consultation to identify mitigation measures, Strata is required to submit a Mitigation Plan. The NRC, in cooperation with BLM and in accordance with the PA, would have 30 calendar days to review the Mitigation Plan and provide comments to Strata or request additional information. The contractor shall support the NRC to review and provide comments on Strata's Mitigation Plan as well as any resulting revisions to the Mitigation Plan.

**Standard**

Upon receipt of a Mitigation Plan from Strata, the contractor shall review the Plan against the requirements of the PA and the mitigation measures proposed by the parties, and, using the contractor's own technical expertise, the contractor shall provide comments to the NRC COR. The NRC's Request for Additional Information (RAI) format shall be used as a template for the comments unless the NRC COR and the contractor agree to a different format. Following receipt of the contractor's comments and the comments from BLM (and no later than 30 calendar days after receipt of the testing plan from Strata), the NRC will schedule an internal meeting to discuss the contractor's comments and BLM's comments with the contractor, and the NRC will schedule another meeting to discuss the comments with both the BLM and the contractor.

During these meetings, the contractor shall work collaboratively with the NRC and BLM to revise the comments, if NRC COR determines that revisions are necessary. If Strata subsequently submits a revised Mitigation Plan in response to NRC/BLM comments, the contractor shall follow this process again to review each revision, ensure that the comments have been addressed, and support NRC to develop additional comments, if necessary. The contractor shall work collaboratively with the NRC, BLM, and Strata to finalize the Mitigation Plan (unlike with eligibility or effects determinations, Strata would need to agree with the Mitigation Plan before the NRC could proceed to share the Plan with the parties).

**6.1.17 Task 17: Review Comments from PA parties on NRC's Proposed Mitigation Plan(s)**

Requirement

After receiving Strata's Mitigation Plan and consulting with Strata and BLM to finalize the Mitigation Plan, the NRC will share the Mitigation Plan with the parties (excluding WYSHPO) for a 30 calendar day review period. The NRC will consider any comments received from the parties, request that Strata address the comments, if necessary, and share the Mitigation Plan with WYSHPO for a 30 calendar day review and concurrence. The contractor shall support the NRC to consider comments received from the parties on the Mitigation Plan.

Standard

Upon receipt of the parties' comments (and then again upon receipt of WYSHPO's subsequent comments) on the Mitigation Plan, the contractor shall review the comments and prepare a document to advise the NRC COR on whether and how to address the comments. The contractor shall consider the significance of each comment and make a recommendation to the NRC COR for addressing each comment. The NRC will schedule an internal meeting to discuss the contractor's feedback with the contractor and the NRC will schedule another meeting to discuss the parties' comments with both the BLM and the contractor. During these meetings, the contractor shall work collaboratively with the NRC and BLM to finalize an approach to address the comments. The NRC will forward to Strata any comments to be addressed by Strata and Strata will provide a revised Mitigation Plan.

**6.1.18 Task 18: Review Strata's Fieldwork Completion Reports**

Requirement

In accordance with the PA, upon completion of data recovery fieldwork, Strata is required to submit a Fieldwork Completion Report to the NRC, BLM, and WYSHPO for a 30 calendar day review and comment period. The NRC, in cooperation with BLM and in accordance with the PA, would have 30 calendar days to review the Fieldwork Completion Report and provide comments to Strata or request additional information. The contractor shall support the NRC to review and provide comments on Strata's Fieldwork Completion Report as well as any resulting revisions to the Fieldwork Completion Report.

Standard

Upon receipt of a Fieldwork Completion Report from Strata, the contractor shall review the Report against the requirements of the PA and the Mitigation Plan, and, using the contractor's own technical expertise, the contractor shall provide comments to the NRC COR. The NRC's Request for Additional Information (RAI) format shall be used as a template for the comments unless the NRC COR and the contractor agree to a different

format. Following receipt of the contractor's comments and the comments from BLM (and no later than 30 calendar days after receipt of the testing plan from Strata), the NRC will schedule an internal meeting to discuss the contractor's comments and BLM's comments with the contractor, and the NRC will schedule another meeting to discuss the comments with both the BLM and the contractor.

During these meetings, the contractor shall work collaboratively with the NRC and BLM to revise the comments, if NRC determines that revisions are necessary. If Strata subsequently submits a revised Fieldwork Completion Report in response to NRC/BLM comments, the contractor shall follow this process again to review each revision, ensure that the comments have been addressed, and support NRC to develop additional comments, if necessary. The contractor shall work collaboratively with the NRC, BLM, and Strata to finalize the Fieldwork Completion Report.

**6.1.19 Task 19: Review Comments from PA Parties on Fieldwork Completion Reports and Final Mitigation Reports**

**Requirement**

After receiving Strata's Fieldwork Completion Reports and consulting with Strata and BLM to finalize the Reports, the NRC will share the Fieldwork Completion Reports with the parties for a 30 calendar day review period. Additionally, Strata will provide a Final Mitigation Report for each archaeological data recovery to the NRC and BLM within 2 years of approval of the Fieldwork Completion Report, unless otherwise specified in the Mitigation Plan. The NRC will share the Final Mitigation Reports with the parties for a 30 calendar day review period. The NRC will consider any comments received from the parties, request that Strata address the comments, if necessary, and share the Final Mitigation Reports with WYSHPO for 30 calendar day review and concurrence. The contractor shall support the NRC to consider comments received from the parties on the Mitigation Plan.

**Standard**

Upon receipt of the parties' comments (and then again upon receipt of WYSHPO's subsequent comments) on the Fieldwork Completion Reports and/or Final Mitigation Reports, the contractor shall review the comments and prepare a document to advise the NRC on whether and how to address the comments. The contractor shall consider the significance of each comment and make a recommendation to the NRC for addressing each comment. The NRC will schedule an internal meeting to discuss the contractor's feedback with the contractor and the NRC will schedule another meeting to discuss the parties' comments with both the BLM and the contractor. During these meetings, the contractor shall work collaboratively with the NRC and BLM to finalize an approach to address the comments. The NRC will forward to Strata any comments to be addressed by Strata and Strata will provide a revised Fieldwork Completion Report or Final Mitigation Report.

**6.1.20 Task 20: Resolving Disputes**

**Requirement**

Should any Signatory object at any time to any actions proposed or the manner in which the terms of the PA are implemented, the NRC shall consult with the Signatories to resolve the objection. If the NRC determines that objections cannot be resolved, the NRC will provide written information, including the NRC's proposed resolution and written

responses that address the parties' comments, to be submitted to the ACHP or parties. The contractor shall support the NRC to conduct consultation for dispute resolution by developing and/or reviewing technical information to be shared with the parties and by providing technical guidance on effective consultation measures.

Standard

Upon receipt of notification from the NRC COR that the NRC must resolve a dispute in accordance with the PA, the contractor shall use its expertise in this area to develop specific guidance to be provided to the NRC, using the PAIP, on the path forward to complete this effort and shall draft the necessary documentation and correspondence to be submitted to the ACHP and parties. The NRC will schedule an internal meeting to discuss the contractor's feedback with the contractor and, unless the dispute is with the BLM, the NRC will schedule another meeting to discuss contractor's feedback with both the BLM and the contractor. During these meetings, the contractor shall work collaboratively with the NRC to finalize an approach to resolve the dispute.

**6.1.21 Task 21: Planning, Coordinating, Attending, and/or Facilitating Teleconferences, Webinars, Face-to-face Meetings, and/or Site Visits**

Requirement

The contractor shall support the NRC, when requested by the NRC COR, to plan and/or coordinate and/or attend and/or facilitate any meetings and/or site visits that the parties agree to hold in order to complete implementation of the PA. Such meetings or site visits could be determined to be necessary in the following instances:

- To discuss and resolve comments from the parties, including WYSHPO, on any testing plan submitted by Strata
- To discuss and resolve comments from the parties, including WYSHPO, on NRC's eligibility determinations
- To discuss and resolve comments from the parties, including WYSHPO, on NRC's effects determinations
- To discuss and resolve comments from the parties, including WYSHPO, on avoidance measures or mitigation plans
- To discuss and resolve comments from the parties, including WYSHPO, on Fieldwork Completion Reports and Final Mitigation Reports
- To discuss Strata's annual report (only attendance would be required for this meeting)

Standard

Upon receipt of notification from the NRC COR that the NRC would need to conduct a meeting with the parties to address any of the situations listed above, the contractor shall use its expertise in this area to develop specific guidance to be provided to the NRC, using the PAIP, on the path forward to plan, coordinate, and facilitate the meeting. Planning activities include activities such as working with the NRC to determine when and where to hold the meeting (i.e. choosing the location or choosing to hold a webinar or teleconference), advising the NRC on who to include in the meeting, and drafting agendas and written correspondence. Coordinating activities include activities such as calling the parties to gain input in order to make decisions or build consensus. Meeting facilitation includes participating in the meeting, leading the meeting attendees through the agenda

items, keeping track of progress and time, and supporting the attendees to complete the agenda items by tabling controversial topics or mediating to suggest solutions.

**6.1.22 Task 22: Monthly Letter Status Report**

**Requirement**

The contractor shall prepare a Monthly Letter Status Report (MLSR) for project management issue tracking purposes. The MLSR shall be delivered to the NRC COR by the 15th of each month following the report period. The MLSR must identify the title of the project, contract number and task order number, Job Control Number (JCN), project manager and/or principal investigator, the task order period of performance, and the period covered by the MLSR.

The MLSR shall be transmitted electronically to the COR, with an electronic copy sent to the Contracting Officer (CO). The MLSR shall provide the technical and financial status of the effort.

The technical status section of the MLSR shall contain a summary of the work performed under each task during the reporting period, and milestones reached, or if missed, an explanation why; any problems or delays encountered or anticipated with recommendations for resolution; and plans for the next reporting period.

The technical status section of the MLSR shall include information on travel during the period, to include: purpose of travel; trip start- and end-dates; destination; and number of travelers for each trip, a few sentences describing the specifics of the trip should be included. The summary report shall not contain any Privacy Act information or personally identifiable information of any kind.

The financial status section of the MLSR shall be in the same general format as prescribed in Attachment 1 MLSR Financial Status Report Format. The financial status section of the MLSR shall include: the total task order award amount; funds obligated to-date; total costs incurred in the reporting period, broken down by direct and indirect costs; and total cumulative costs incurred to-date. The financial status section shall also contain the balance of obligations remaining at the end of the reporting period and balance of funds required to complete the task order.

Additionally, the financial status section shall address the status of the contractor spending plan (CSP), showing the percentage of project completion and any significant changes in either projected expenditures or percentage of completion. The financial status section shall also identify, if any, the acquisition cost, description (model number, manufacturer) and acquisition date of any property/equipment acquired for the project during the month with an acquisition cost more than \$500.

**Standard**

Deliverable provided by the 15th of each month during the task order period of performance.

## **7.0 Meetings and Travel**

Meetings potentially requiring contractor travel are summarized below. It is also expected that the contractor will participate in periodic meetings via telephone.

Task	Location	Trips	Days	Contractor Staff
Kick-Off/Meeting to Discuss project History and PA	Rockville, MD	1	1-2	1-2
Discuss Eligibility Determinations	Webinar	N/A	3	1-2
Ross Project Site Visit	Crook County, WY	1	2	1-3
Discuss Adverse Effects	Webinar	N/A	10	1-3
Discuss Adverse Effects	Gillette, WY	2	5	1-3
Discuss Mitigation	Webinar	N/A	10	1-3
Discuss Mitigation	Gillette, WY	2	5	1-3

## **8.0 Acceptance Criteria**

Deliverables determined by the NRC COR to be missing or incorrect will be corrected by the contractor. If not incorporated after initial identification by NRC COR, contractor will add/correct at its own expense.

## **9.0 Place of Performance**

The contractor shall conduct technical reviews at the contractor's facility.

## **10.0 Key Personnel/Qualifications**

The following personnel are considered key personnel by the Government:

**See SECTION H - 2052.215-70 KEY PERSONNEL. (JAN 1993)**

The contractor shall have a qualified archaeologist, as defined in the Secretary of Interior's Professional Qualifications and Standards and Standards for Archaeology and Historic Preservation(48 FR 22716 and 48 FR 44716-42, respectively), experience evaluating and/or resolving adverse effects to properties, including those of religious and cultural significance to Tribes, and experience implementing Section 106 of NHPA. The contractor shall also have a qualified Section 106 meeting facilitator and/or tribal liaison with experience planning, coordinating, and facilitating Section 106 consultation meetings between Native American tribes, federal agencies, SHPOs, ACHP, and other consulting parties. Qualified persons shall have experience and expertise in Native American consultation and evaluation of Native American religious and cultural sites and also be an expert in regional archaeological and cultural sites. Their expertise should be sufficient to develop documentation appropriate for the Keeper to make an eligibility determination.



### **11.0 Expected Classification or Sensitivity**

The contractor shall consider written reports to be informal draft reports, which contain sensitive unclassified information (e.g., Privacy Act information and or personally identifiable information). While preparing reports, the contractor shall handle the reports as "Official Use Only" documents. If the contractor obtains propriety or company confidential data for this task order, the contractor shall agree not to release such information in accordance with 10 Code of Federal Regulation 2.390 and not to release such information to any person not directly involved in performing work under this task order unless such release is authorized in writing by the NRC contracting officer. On completion or termination of this task order, the contractor shall return to the NRC COR all copies of any proprietary, sensitive, confidential data.

### **12.0 NRC Furnished Materials**

The NRC COR will provide the following materials to the contractor at the beginning of Task 1 in electronic format unless otherwise specified:

- The Ross Project Programmatic Agreement;
- Copies of the Class III Cultural Resource Inventories from the Ross Project site (non-publicly available);
- Copies of relevant correspondence between NRC and WYSHPO, ACHP, BLM, Strata, the Ross Project Consulting Tribes, and the Keeper;
- Copies of the original and revised Tribal Field Survey Report (non-publicly available), along with related field notes and maps;
- Copies of the field survey reports submitted by the Northern Arapaho Tribe and the Cheyenne and Arapaho Tribes of Oklahoma;
- Copy of Strata's Additional Testing Plan;
- NRC's preferred format for RAIs;
- Documents submitted to the NRC in accordance with the PA for which contractor review is requested in accordance with this SOW;
- Information gained via consultations with other parties, as it may be made available.

The NRC COR will continue to provide related documents from the docket file throughout the completion of this project.

### **13.0 Deliverable Table**

Task	Deliverable Description	Completion Date	Contracting Officer Responsibility
1	Kick-off meeting and Summary Background material summary/ Discussion	5 Business days after Kick-off meeting	Provide background information
2	Draft PA Implementation Plan (PAIP)	15 business days after completion of Task 1	Review and provide comments on PAIP meet to discuss NRC comments
3	Final PAIP	5 Business days after receipt of NRC comments	

Task	Deliverable Description	Completion Date	Contracting Officer Responsibility
4	Updated PAIP	5 business days after receipt of notification from NRC of the need to update the PAIP. 5 business days after receiving comments from NRC on the update make additional updates.	Provide comments on the revised PAIP
5	Review of Strata's Test Plans	10 business days following receipt of Strata's test plans provide comments to NRC COR. 10 business days following receipt of revised plan from Strata provide any additional comments.	Provide comments to Strata. Provide Comments on revised test plan with Strata Provide revised plan to the Parties
6	Review Comments from PA parties on Strata's Testing Plans	Within 5 business days of receipt of the comments from the PA parties' the contractor shall provide written guidance on how to address each comment. Within 10 business days of NRC's acceptance of the contractor recommendations the contractor shall provide NRC a written document addressing comments. Within 5 business days of any NRC comments on the deliverable shall be addressed by the contractor.	
7	Review Strata's Eligibility Recommendations	Within 10 business days contractor shall provide comments on Strat's eligibility recommendations. Within 10 business days contractor shall provide comments on the revised eligibility recommendations	
8	Prepare independent Eligibility Recommendations to inform NRC's Eligibility Determinations	Within 10 business days of receipt of Strata's final eligibility recommendations.	Provide Final Eligibility Determinations to the Parties
9	Review Comments from PA Parties on NRC's eligibility determinations	Within 5 business days of receipt of the comments from the PA parties' the contractor shall provide written guidance on how to address each comment. Within 10 business days of NRC's acceptance of the contractor recommendations the contractor shall provide NRC a written document addressing comments. Within 5 business days of any NRC comments on the deliverable shall be addressed by the contractor.	

Task	Deliverable Description	Completion Date	Contracting Officer Responsibility
10	Seek Formal Keeper Determination	Within 15 days of NRC direction to prepare a package for the Keeper, the contractor shall provide NRC with written guidance on how to proceed and draft correspondence. Within 10 days of receiving NRC comments on the provided guidance, correspondence, and package for submission to the Keeper the contractor shall provide revised guidance, correspondence, and package for submission to the Keeper, incorporating NRC comments.	Send package of information to the Keeper
11	Review Strata's assessment of effects, indirect and direct	Within 10 business days of receipt of Strata's effects assessment the contractor shall provide written comments/assessment to NRC Within 10 business days of receipt of Strata's revised assessment of effects provide any additional written comments/assessment to the NRC	
12	Prepare an independent Effects Recommendation to inform the NRC's Indirect and Direct Effects Determination	Within 10 business days of receipt of Strata's final effects recommendation.	Provide effects determination to the Parties for review and comment
13	Review comments from PA Parties on NRC's effects determination (indirect and direct)	Within 15 business days of receipt of the comments from the PA parties' the contractor shall provide written guidance on how to address each comment. Within 15 business days of NRC's acceptance of the contractor recommendations or receipt of NRC's alternative methods to address comments the contractor shall provide NRC a written document addressing comments. Within 5 business days of any additional NRC comments the contractor will provide a revised deliverable.	
14	Review Strata's Proposed Avoidance measures	Within 10 business days of receipt of Strata's proposed avoidance measures contractor shall provide written comments to NRC Within 10 business days of receipt of Strata's revised proposed avoidance measures contractor shall provide any additional written comments to NRC. Within 5 business days the contractor shall provide Finalized Avoidance Measures.	Provide PA Parties Final avoidance measures

Task	Deliverable Description	Completion Date	Contracting Officer Responsibility
15	Review Comments from PA Parties on NRC's proposed Avoidance measures	Within 15 business days of receipt of the comments from the PA parties' the contractor shall provide written guidance on how to address each comment. Within 15 business days of NRC's acceptance of the contractor recommendations or receipt of NRC's alternative methods to address comments the contractor shall provide NRC a written document addressing comments. Within 5 business days of receipt of any additional NRC comments the contractor will provide a revised deliverable.	
16	Review Strata's proposed mitigation plan	Within 10 business days of receipt of Strata's proposed mitigation plan contractor shall provide written comments to NRC Within 10 business days of receipt of Strata's revised proposed mitigation plan contractor shall provide any additional written comments to NRC Within 5 business days the contractor shall provide finalized Mitigation Plan.	Provide a final copy of the mitigation plan to the PA parties
17	Review Comments from PA Parties on NRC's proposed Mitigation Plan	Within 15 business days of receipt of the comments from the PA parties' the contractor shall provide written guidance on how to address each comment. Within 15 business days of NRC's acceptance of the contractor recommendations or receipt of NRC's alternative methods to address comments the contractor shall provide NRC a written document addressing comments. Within 5 business days of any NRC additional comments the contractor will provide a revised deliverable.	
18	Review Strata's Fieldwork Completion Report	Within 10 business days of receipt of Strata's Fieldwork Completion Report contractor shall provide written comments to NRC Within 10 business days of receipt of each of Strata's revised Fieldwork Completion Report contractor shall provide additional written comments to NRC Within 5 business days the contractor shall provide finalized Fieldwork Completion Report.	Provide Final Fieldwork Completion Report to the PA Parties

Task	Deliverable Description	Completion Date	Contracting Officer Responsibility
19	Review Comments from PA Parties on Fieldwork Completion Reports and Final Mitigation Reports	Within 15 business days of receipt of the comments from the PA parties' the contractor shall provide written guidance on how to address each comment. Within 15 business days of NRC's acceptance of the contractor recommendations or receipt of NRC's alternative methods to address comments the contractor shall provide NRC a written document addressing comments. Within 5 business days any NRC additional comments the contractor will provide a revised deliverable.	
20	Dispute Resolution	Within 15 business days of being notified by the NRC COR of a dispute needing resolution in accordance with the PA, the contractor shall provide the NRC COR written guidance on how to proceed, including citations to relevant regulations, as well as initial drafts of recommended written documentation and correspondence to be provided to the ACHP or other parties. Within 10 days following the meeting between the NRC, BLM (potentially), and the contractor on the contractor's guidance and draft correspondence and receipt of NRC's comments (whichever is later), the contractor shall provide revised guidance and/or correspondence and written documentation to the NRC COR that addresses the comments provided to the contractor by the NRC.	
21	Planning, Coordinating, Attending, and/or Facilitating Teleconferences, Webinars, Face-to-Face Meetings, and/or Site Visits	Within 10 business days following receipt of notification from the NRC COR that the NRC would need to conduct a meeting with the parties, the contractor shall provide the NRC with written plan to plan, coordinate, and facilitate the meeting.	
22	Monthly Letter Status Report	The MLSR shall be delivered to the NRC COR, Contracting Officer, Director of the Division of Inspection and Regional Support, and the Branch Chief, Operator Licensing and Training Branch	

**SECTION F - Deliveries or Performance**

**NRCF030A PERIOD OF PERFORMANCE ALTERNATE I**

This order shall commence on June 2, 2015 and will expire on June 1, 2018, and 2 additional option periods: CLIN: 10001 - Option Period 1 June 2, 2018 through June 1, 2019 and CLIN 20001 Option Period 2 June 2, 2019 – June 1, 2020. (See FAR 52.216-18 - Ordering).

(End of Clause)

**SECTION H - Special Contract Requirements**

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

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

Subject Matter Expert – Alisa Reynolds  
Subject Matter Expert – Tait Elder  
Subject Matter Expert – Robin Hoffman

\*The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

(End of Clause)

\* To be incorporated into any resultant contract



**2052.215-71 PROJECT OFFICER AUTHORITY. (OCT 1999)**

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

Name: Jean Trefethen  
Address: US NRC  
Office of Nuclear Material Safety and Safeguards  
Washington DC 20555  
Telephone Number: 301-415-0867  
Email: Jean.Trefethen@nrc.gov

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term technical direction is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approve technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request that contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect to the instruction or direction is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(End of Clause)

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

### **ATTACHMENTS:**

1. Monthly Letter Status Report Template (Refer to the IDIQ Award Contract)