



UNITED STATES OF AMERICA  
NUCLEAR REGULATORY COMMISSION  
ATOMIC SAFETY AND LICENSING BOARD

In the Matter of

POWERTECH USA, INC.

(Dewey-Burdock  
In Situ Uranium Recovery Facility)

Docket No. 40-9075-MLA

ASLBP No. 10-898-02-MLA-BD01

Hearing Exhibit

Exhibit Number:

Exhibit Title:

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 <b>8129 MAT</b>	
2. CONTRACT (Proc. Inst. Ident.) NO. NRC-HQ-25-14-E-0003				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. NRO-14-0193	
5. ISSUED BY  US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP 3WFN-05-C64MP WASHINGTON DC 20555-0001		CODE NRCHQ		6. ADMINISTERED BY (If other than Item 5)		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)  S C A INC 1608 SPRING HILL RD STE 400 VIENNA VA 221822241				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
CODE 071167910		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
11. SHIP TO/MARK FOR CODE		CODE		12. PAYMENT WILL BE MADE BY CODE		NRCPAYMENTS	
				US NUCLEAR REGULATORY COMMISSION ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE MAILSTOP 03-E17A ROCKVILLE MD 20852-2738			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued						
15G. TOTAL AMOUNT OF CONTRACT						\$50,000,000.00	
<b>16. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE</b>							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER MONIQUE B. WILLIAMS			
19B. NAME OF CONTRACTOR			19C. DATE SIGNED	20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY <u>Monique B Williams</u> (Signature of the Contracting Officer)		08/05/2014	

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STANDARD FORM 26 (Rev. 5/2011)  
Prescribed by GSA - FAR (48 CFR) 53.214(a)

**SUNSI REVIEW COMPLETE**

SEP 04 2014

**ADM002**

**TEMPLATE - ADM001**

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19A. NAME AND TITLE OF SIGNER (Type or print) Gregory P. Beronja, President & CEO		20A. NAME OF CONTRACTING OFFICER MONIQUE B. WILLIAMS	
19B. NAME OF CONTRACTOR: SC&A, Inc.  BY <u>Gregory P. Beronja</u> (Signature of person authorized to sign)		19C. DATE SIGNED 8/4/14	
		20B. UNITED STATES OF AMERICA  BY _____ (Signature of the Contracting Officer)	
		20C. DATE SIGNED	

## CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED  
NRC-HQ-25-14-E-0003

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NAME OF OFFEROR OR CONTRACTOR

S C A INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	<p>Enterprise Wide IDIQ Contract for Technical Assistance in Support of NRC Environmental and Reactor Programs</p> <p>Contracting Officers Representative: Dayna Dority, email: Dayna.dority@nrc.gov, phone: 301-415-7810</p> <p>Contractor POCs: Business: Laurie Loomis, Vice President, Contracts and Administrative Services, email: lloomis@scainc.com , phone: 703-893-6600, ext 213. Technical: Abe Zeitoun, Senior Vice President, Environmental, Waste Management, and Nuclear Programs, email: azeitoun@scainc.com, phone: 703-893-6600 ext 225. Period of Performance: 08/05/2014 to 08/04/2019</p> <p>Base Period of Performance for the Enterprise Wide Technical Assistance IDIQ</p> <p>The obligated amount of award: \$0.00. The total for this award is shown in box 15G.</p>				

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**SECTION A - Solicitation/Contract Form**

## SECTION B - Supplies or Services/Prices

**PERIOD OF PERFORMANCE:** Date of award through five (5) years.

**Base Period of Performance – Years** One (1) through five (5)

CLIN	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL COST PLUS FIXED FEE
0001	Contractor to provide Technical Assistance in accordance with <b>Section C: DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK</b>	\$	\$	\$
	<b>Total: \$50,000,000.00 Shared IDIQ Ceiling. At the Task Order level, Section B will show cost and fee ceilings.</b>			\$

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

- (a) The estimated total quantity of this multiple-holder Indefinite Delivery Indefinite Quantity contract for the products/services under this contract is a shared ceiling of \$50,000,000.00.
- (b) The Contracting Officer will obligate funds on each task order issued.
- (c) The minimum guarantee under this contract is \$35,000.00.
- (d) The obligated amount for this contract is \$0.00. All funding obligations will be made at the Task Order level.
- (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)

### **NRCB010A BRIEF DESCRIPTION OF WORK ALTERNATE I**

- (a) The title of this project is: Technical Assistance in Support of Agency Environmental and Reactor Programs



(b) Summary work description: The Contractors under this multiple-holder Indefinite-Delivery/Indefinite-Quantity (IDIQ) contract, also referred to as "IDIQ holders," shall provide support in a wide range of technical and scientific disciplines, in accomplishing work related activities aimed at ensuring the overall safety, security and adequacy of nuclear power plant design, construction, operations and environmental protection.

(c) This requirement has two parts. The first part is an unrestricted requirement, and the second part is a Small Business set-aside. These two sections are differentiated from each other as indicated in the Section C Statement of Work (SOW), as well as in the Level of Effort (LOE) tables set forth in Section L.9 2052.216-70 LEVEL OF EFFORT (JAN 1993). The LOE table in Section L.9(a) applies to the Unrestricted part of the RFP, and the LOE table in Section L.9(b) applies to the Small Business set-aside.

(d) For both the unrestricted as well as the Small Business set-aside part of this requirement, Task Orders will be issued for work in accordance with the following provisions: 2052.216-72 -Task Order Procedures; 2052.216-73 Accelerated Task Order Procedures; Ordering Procedures for Multiple-Award Indefinite-Delivery/Indefinite-Quantity Contracts; Task Order Placement Procedures; 52.216-18 - ORDERING. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all orders issued hereunder.

(e) Orders will be issued for work in accordance with FAR 52.216-18 – Ordering.

## **TYPE OF CONTRACT**

This contract is a multiple-holder Indefinite Delivery, Indefinite Quantity (IDIQ) Task Ordering type contract. The Agency anticipates that most task orders issued on this IDIQ will be Cost Plus Fixed Fee-type orders, however the Agency reserves the right to issue other types of task order types off of this IDIQ.

(End of Clause)

## **SECTION C - Description/Specifications**

**(See Attachment Named "IDIQ Sections C and J")**