

2. AMENDMENT/MODIFICATION NO. M239	3. EFFECTIVE DATE See Block 16C below	4. REQUISITION/PURCHASE REQ. NO. NMS-02-012 5/18/06	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Contract Management Branch No. 3 Washington, DC 20555		7. ADMINISTERED BY (If other than Item 6) U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Contract Management Branch No. 3 Washington, DC 20555	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SOUTHWEST RESEARCH INSTITUTE 6220 CULEBRA RD SAN ANTONIO TX 782385100	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-02-02-012
		10B. DATED (SEE ITEM 13) 10-15-1987

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) See Block 14. below.

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

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <p style="text-align: center;">N/A</p>
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Please see attached pages.

B&R 65015356257 J5562 BOC: 252A APPN: 31X0200 Obligate \$100,000


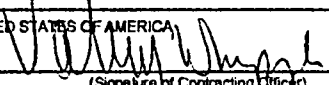
B&R 45015308270 J5390 BOC: 252A APPN: N0200 Deob. -\$23,000

B&R 45015308270 J5410 BOC: 252A APPN: N0200 Deob. -\$16,500

B&R 55015366270 J5501 BOC: 252A APPN: N0200 Deob. -\$1,900

FES: 5006R071; 5006R079; 5006R080; 500R081; 5006R088 Duns #: 007936842

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

15A. NAME AND TITLE OF SIGNER (Type or print) R. B. Kalmbach Director, Contracts	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Valerie M. Whipple
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 06/22/2006
	16A. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
	16C. DATE SIGNED 6/12/06

The purpose of this modification is as follows:

- (1) To obligate and authorize FY06 funds under Job Code J5562 in the amount of \$100,000.
- (2) To deobligate funds from the following Job Codes J5501, J5410 and J5390.
- (3) To revise project officer designation to replace Aladar Csontos with Dennis Galvin.
- (4) To revise key personnel listed in Section H.1 of the contract.
- (5) To remove an obsolete piece of Government Furnished Equipment from the Contract.

Accordingly, the following changes are made:

- (1) Section B.2.D.b., d. and e. are revised to show the obligation and authorization of an additional \$100,000 to JC J5562 as follows:
 - B.2.D.b. is revised to increase the obligated amount shown in the first sentence by \$100,000 from \$64,080,415.19 to \$64,139,015.19, as shown in attached change page 8.
 - B.2.D.d. is revised to increase the obligation for Job Code J5562 in the amount of \$100,000. Please see attached change page 8a.
 - B.2.D.e. is revised to increase the total authorized amount for Job Code J5562 in the amount of \$100,000. Please see attached change page 9.
- (2) B.2.D.d is revised to show deobligations for the following Job Codes: J5501 (-\$1,900.00), Job code J5410 (-\$16,500), and Job Code J5390 (-\$23,000). Please see attached change page 8a.
- (3) Section G.3.1. is revised to replace Aladar Csontos with Dennis Galvin as Project Officer for the Degradation of Engineered Barriers area, as shown on attached change page 31.
- (4) Section H.1, Paragraph A is revised to delete the following key personnel: Brittain Hill, John Russell, and Randall Fedors. Section H.1. is also revised to add the following names: David Pickett, Jude McMurry, James Myers, Miriam Juckett, Scott Painter, Stuart Stothoff, Alex Sun, Chandrika Manepally, Don Hooper, Yi-Ming Pan, Bis Dasgupta, Luis Ibarra, Osvaldo Pensado-Rodriguez, Roland Benke, James Durham, and Olufemi Osidele. Please see attached change page 35.
- (5) Section H.27 is revised to delete the following Government Furnished Equipment:

<u>Item</u>	<u>Manufacturer</u>	<u>Tag No.</u>	<u>Quantity</u>	<u>Location</u>
Multiplexer	Timeplex	052407	1	San Antonio, TX

Please see attached change page 49.

All other terms and conditions of this contract, including the ceiling amount for the second renewal period of \$86,213,679.00, remain the same.

A summary of new obligations for the third renewal period of this contract is given below:

Job Code D1035 (HLW)

FY03 obligation amount: \$14,426,867.34

FY03 deobligation amount: \$123,000

FY04 obligation amount: \$16,240,538.85

FY04 deobligation amount: \$350,000

FY05 obligation amount: \$17,881,000

FY06 obligation amount: \$13,150,000

Cumulative total of NRC obligations for JC D1035 (HLW) \$61,225,406

Job Code J5226 (PFS)

FY03 obligation amount: \$265,000

FY04 obligation amount: \$100,000

FY04 deobligation amount: \$75,000

Cumulative total of NRC obligations for JC J5226 (PFS) \$290,000.

Job Code J5410 (INEEL ISFSI-2)

FY03 obligation amount: \$352,032

FY04 obligation amount: \$320,000

FY04 deobligation amount: \$16,500

Cumulative total of NRC obligations for JC J5410 (INEEL) \$655,532.

Job Code J5434 (Tunnel Fire)

FY03 obligation amount: \$31,002

Cumulative total of NRC obligations for JC J5434 (Tunnel Fire) \$31,002.

Job Code J5390 (Diablo Canyon)

FY03 obligation amount \$400,000

FY04 obligation amount \$85,000

FY04 deobligation amount \$60,000

FY04 deobligation amount \$23,000

Cumulative total of NRC obligations for JC J5390 (Diablo Canyon) \$402,000.

Job Code J5501 (Humboldt Bay)

FY04 obligation amount \$540,000

FY05 obligation amount \$396,975

FY05 deobligation amount \$1,900

Cumulative total of NRC obligations for JC J5501 (Humboldt Bay) \$935,075.

Job Code J5543 (WIR South Carolina/Idaho)

FY05 obligation amount \$250,000

FY06 obligation amount \$50,000

Cumulative total of NRC obligations for JC J5543 (WIR South Carolina/Idaho) \$300,000.

Job Code J5562

FY06 obligation amount \$300,000

Cumulative total of NRC obligations for JC J5562 (WIR South Carolina/Idaho) \$300,000.

This modification obligates \$100,000 in FY06 funds and deobligates \$41,400 in prior year funds.

- f. The total award fee available, the award fee earned thus far and the evaluation period applicable thereto are as follows:

<u>Evaluation Period</u>	<u>Available Award Fee</u>	<u>Award Fee Earned</u>
17 9/27/97-9/25/98	\$598,989	\$581,021
18 9/26/98-9/24/99	797,438	781,490
19 9/25/99-9/29/00	818,779	794,216
20 9/30/00-9/28/01	743,973	714,214
21 9/29/01-9/27/02	818,079	801,717

Current Data

- D. September 28, 2002 - September 28, 2007 (Third Renewal Period, Contract No. NRC-02-02-012)
- a. The total estimated ceiling amount of this Cost-Plus-Award-Fee type contract for the above mentioned period is \$86,213,679.
- b. The amount presently obligated by the Government with respect to this contract for this period is \$64,139,015.19. In addition, carryover funds in the amount of \$2,527,558.08* are available for use in this renewal period as indicated below. The award fee pool will be as stated in the AFDP. The plan will reflect the actual award fee pool based on cumulative estimated costs for performance of approved Operations/Project Plans. The applicable base fee percentage is also described in the AFDP.
- c. Evaluation of the award fee earned will be accomplished in accordance with the then current AFDP (Attachment 11). Neither the determination as to the amount of fee available during a given period, the amount of award fee earned, nor the determination of the criteria under which the subject award fee will be made, shall be subject to FAR Subpart 52.233-1, entitled, "Disputes".

d. Total funds currently obligated by Job Code (JC) are as follows:

High-Level Waste (HLW)
Job Code: D1035
New Funds: \$61,575,406.19
Deobligation: \$350,000
Carryover: \$2,367,427.02
Total: \$63,592,833.21

Private Fuel Storage (PFS)*
Job Code: J5226
New Funds: \$365,000
Deobligation: \$75,000
Carryover: \$16,568.21
Total: \$306,568.21

INEEL ISFSI-2*
Job Code: J5410
New Funds: \$672,032
Deobligation: \$16,500
Carryover: \$27,458.28
Total: \$682,990.28

Diablo Canyon*
Job Code: J5390
New Funds: \$485,000
Deobligation: \$83,000
Carryover: \$80,974.32
Total: \$482,974.32

Tunnel Fire Environment
Job Code: J5434
New Funds: \$31,002
Carryover: \$35,130.25
Total: \$66,132.25

Humboldt Bay*
Job Code: J5501
New Funds: \$936,975
Deobligation: \$1,900
Carryover: \$0
Total: \$935,075

WIR DOE South Carolina and Idaho
Job Code: J5543
New Funds: \$300,000
Total: \$300,000
Job Code: J5562
New Funds: \$300,000
Total: \$300,000

*PFS, INEEL ISFSI-2, Diablo Canyon, and Humboldt Bay are subject to the license fee recovery provisions located elsewhere in this contract. The TAC numbers are: PFS - L21150 for PFS Hearing Support, INEEL ISFSI-2 - L23389, Diablo Canyon - L23399, Humboldt Bay - L23683. Docket numbers are: PFS - 072-00022, Diablo Canyon - 072-00026, INEEL - 072-00025, Humboldt Bay - 072-00027.

Carryover from previous projects deobligated by modifications 194 and 198.

Total New Funds Obligated for 3rd Renewal Period: \$64,139,015.19

e. Total amount authorized by Operations/Project Plans is as follows:

High-Level Waste (HLW) Job Code: D1035 Amount: \$59,871,000	Private Fuel Storage (PFS) Job Code: J5226 Amount: \$241,828
INEEL ISFSI-2 Job Code: J5410 Amount: \$699,490.28	Diablo Canyon Job Code: J5390 Amount: \$490,960
Tunnel Fire Environment Job Code: J5434 Amount: \$66,132.25	Humboldt Bay Job Code: J5501 Amount: \$936,975
WIR DOE South Carolina and Idaho Job Code: J5543 Total: \$300,000 Job Code: J5562 Total: \$300,000	

f. The total award fee available, the award fee earned thus far and the evaluation period applicable thereto are as follows:

<u>Evaluation Period</u>	<u>Available Award Fee</u>	<u>Award Fee Earned</u>
22 9/28/02-9/26/03	\$850,886	\$835,570
23 9/27/03-9/24/04	\$889,876	\$863,180
24 9/27/04-9/24/05	\$968,227	\$948,863
25		
26		

Section C - Description/Specifications/Work Statement

C.1 Statement of Work for Operation of the Center for Nuclear Waste Regulatory Analyses

C.1.1 Concept for CNWRA Support to NRC

C.1.1.1 Nuclear Waste Policy Act of 1982

The Nuclear Waste Policy Act of 1982 as amended (NWPAA) sets forth the policy of the United States with regard to the management, storage, transportation, and disposal of this nation's high-level radioactive waste from commercial and defense activities. The NWPAA charges the Department of Energy (DOE) as the lead Federal Agency to manage

Yucca Mountain EIS	Melanie Wong	Melanie Wong
HLW Public Outreach	Janet Kotra	Janet Kotra
Integrated Issue Resolution Status Report	James Rubenstone	James Rubenstone
Performance Confirmation	Jeffrey Pohle	Jeffrey Pohle
Inspection Program	Wilkins Smith	Wilkins Smith
Quantity and Chemistry of Water Contacting Engineered Barriers and Wasteforms	James Rubenstone	David Brooks
RN Release Rates and Solubility Limits	James Rubenstone	Richard Codell
RN Transport/Unsat. Zone	James Rubenstone	John Bradbury
RN Transport/Sat. Zone	James Rubenstone	John Bradbury
Climate and Infiltration	James Rubenstone	Randy Fedors
Flow Paths in the Unsat. Zone	James Rubenstone	Randy Fedors
Flow Paths in Sat. Zone	James Rubenstone	Randy Fedors
Concentration of RN in Groundwater	James Rubenstone	Keith Compton
General Information	Kein Chang	Philip Justus
Volcanic Disruption of the Waste Package	James Rubenstone	John Trapp
Airborne Transport of Radionuclides	James Rubenstone	John Trapp
Degradation of Eng. Barriers	James Rubenstone	Dennis Galvin
Preclosure Safety Eval.	Timothy Kobetz	Timothy Kobetz
Mechanical Disruption of Engineered Barriers	James Rubenstone	Mysore Nataraja
Methodology and Overall System Performance	James Rubenstone	Bret Leslie
Redistribution of RN in Soil	James Rubenstone	Keith Compton
Biosphere Characteristics	James Rubenstone	Keith Compton
Support Reg. Framework	Timothy McCartin	Timothy McCartin

G.6 Electronic Payment

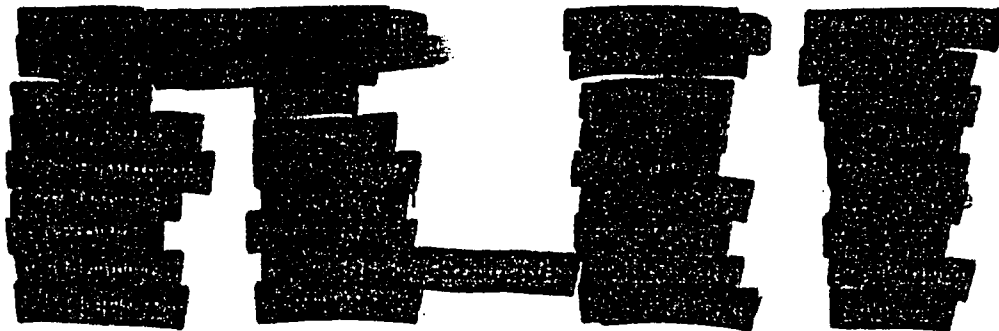
The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay vendors by the Automated ClearingHouse (ACH) electronic funds transfer payment system. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment".

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found in Section J. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification (addendum record) will be passed to them once the payment is received by the financial institution. To ensure that adequate payment information will be available to the contractor, the contractor should inform the financial institution that the addendum record must not be stripped from the payment. Further information concerning the addendum is provided in the attachments. The ACH Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institution's ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments. Once electronic funds transfer is established for payments authorized by NRC, the contractor needs to submit an additional SF 3881 only to report changes to the information supplied. Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520.

Section H - Special Contract Requirements

H.1 2052.215-70 Key Personnel (Jan 1993)

- A. The following individuals are considered to be essential to the successful performance of the work hereunder.



The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs (B) and (C) of this section.

(d) Only the equipment/property listed in this clause in the quantities shown, will be acquired by the contractor. Additional equipment/property as defined in (a) and (b) above may be acquired only after CO approval is authorized by an amendment to this clause. The equipment/property listed in this clause is subject to the provisions of the "Government Property" clause.

H.27 Government Furnished Equipment/Property

(a) The NRC has provided the contractor with the following for use under this contract:

<u>Item</u>	<u>Manufacturer</u>	<u>Tag No.</u>	<u>Quantity</u>	<u>Location</u>
Power Supply	Deltec	052409	1	San Antonio, TX
Network Controller DSU		058725	1	Rockville, MD
Power Supply	Liebert	076498	1	San Antonio, TX
Deskport Modem	Microm	060449	1	San Antonio, TX
Access Stack Node router	Bay Networks	057902	1	San Antonio, TX
Access Stack Node router	Bay Networks	061417	1	San Antonio, TX
Access Stack Node router	Bay Networks	063670	1	Rockville, MD
Deskport Modem	Microm	060348	1	Rockville, MD
CITRIX System	Citrix	Software	1	San Antonio, TX

(b) In addition, the items shown on Attachment 22 were acquired by the contractor with Government funds under contracts NRC-02-88-005, NRC-02-93-005, NRC-02-97-009, and NRC-02-02-012.

(c) Only the equipment/property listed above in the quantities shown will be provided by the Government. This property is subject to the provisions of the Government Property clause under this contract. All other equipment/property required in performance of the contract shall be furnished by the contractor.

H.28 Foreign Ownership, Control, or Influence Over Contractor

(a) For purposes of this clause, a foreign interest is defined as any of the following:

- (1) A foreign government or foreign government agency;
- (2) Any form of business enterprise organized under the laws of any country other than the United States or its possessions;
- (3) Any form of business enterprise organized or incorporated under the laws of the U.S., or a State or other jurisdiction within the U.S., which is owned, controlled, or influenced by a foreign government, agency, firm, corporation or person; or
- (4) Any person who is not a U.S. citizen.

(b) Foreign ownership, control, or influence (FOCI) may be present where the degree of ownership, control, or influence over a contractor by a foreign interest is such that a reasonable basis exists for concluding that the compromise or unauthorized disclosure of classified information may occur.