

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

OF PA

1

3

2. AMENDMENT/MODIFICATION NO.

M246

3. EFFECTIVE DATE

03/08/2007

4. REQUISITION/PURCHASE REQ. NO.

NMS-02-012 03/01/07

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

3100

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)

CODE

3100

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 INC

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

CODE

FACILITY CODE

X

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)

N/A

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:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return ² 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.

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)

for
R. B. Kalmbach
Director, Contracts

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Eleni Jernell

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

03/26/2007

16B. UNITED STATES OF AMERICA

BY (Signature of Contracting Officer)

16C. DATE SIGNED

3/8/07

NSN 7540-01-152-8070

TEMPLATE ADM002

SUNSI REVIEW COMPLETE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FPMR (41 CFR) 53.243

ADM002

The purpose of this modification is to revise contract clauses B.2.D.f to add award fee information for evaluation period 25, G.1 to revise provisional and final indirect rates, G.3. and G.4 to change Government personnel, H.1 to update the list of key personnel, H.3 to add a new requirement, H.16.3.D to change the number of days from 120 to 180, the Government furnished equipment list in H.27, and Attachment 11 to change the members of the CRG and add maximum available award fee amounts for evaluation periods 24 and 25. Accordingly, the following changes are hereby made:

1. Section B.2.D.f is revised to add award fee information for evaluation period 25 as shown on attached change page 9.
2. Section G.1.A and D are revised to add new provisional and final indirect rates as shown on attached change pages 26 and 27.
3. Sections G.3 and G.4 are revised to change Government personnel as shown on attached change pages 30, 31, 32, and 33.
4. Section H.1 is revised to update the list of key personnel as shown on attached change page 35.
5. Section H.3 is revised to add a new paragraph under (b) as shown on attached change pages 37 and 37a.
6. Section H.16.3.D is revised as shown on attached change page 46a.
7. Attachment 11 is revised to change the members of the CRG and the maximum award fee amounts as shown on attached change pages 5 and 9 to Attachment 11.

All other terms and conditions of this contract, including the ceiling amount for the third 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: \$17,881.00

FY06 obligation amount: \$18,000,000

FY07 obligation amount: \$3,280,000

Cumulative total of NRC obligations for JC D1035 (HLW) \$69,355,406

Job Code J5226 (PFS)

FY03 obligation amount: \$265,000

FY04 obligation amount: \$100,000

FY04 deobligation amount: \$75,000

FY04 deobligation amount: \$7,181.23

Cumulative total of NRC obligations for JC J5226 (PFS) \$282,818.77

Job Code J5410 (INEEL ISFSI-2)
FY03 obligation amount: \$352,032
FY04 obligation amount: \$320,000
Cumulative total of NRC obligations for JC J5410 (INEEL) \$672,032

Job Code 5434 (Tunnel Fire)
FY03 obligation amount: \$31,002
Cumulative total of NRC obligations for JC 5434 \$31,002

Job Code J5390 (Diablo Canyon)
FY03 obligation amount \$400,000
FY04 obligation amount \$85,000
FY04 deobligation amount \$60,000
Cumulative total of NRC obligations for JC J5390 \$425,000

Job Code J5501 (Humboldt Bay)
FY04 obligation amount \$540,000
FY05 obligation amount \$396,975
Cumulative total of NRC obligations for JC J5501 \$936,975

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) \$300,000

Job Code J5562 (WIR) South Carolina/Idaho
FY06 obligation amount \$693,448
FY07 obligation amount \$115,000
Cumulative total of NRC obligations for JC J5562 (WIR) \$808,448

This modification does not obligate funds.

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

High-Level Waste (HLW) Job Code: D1035 Amount: \$64,721,000	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: \$808,448	

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 9/30/05-9/29/06	\$1,007,080	\$966,796
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 (NWPAs) 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 NWPAs charges the Department of Energy (DOE) as the lead Federal Agency to manage

<u>CATEGORY</u>	<u>RATE</u>	<u>COST BASE</u>	<u>APPLICABLE PERIOD</u>
Overhead for Center	82%	direct labor and fringe benefit costs for Center employees	10/15/87-9/29/89
	83.5%	same as above	9/30/89-9/26/91
	78%	same as above	9/27/91-5/8/92
	67%	same as above	5/9/92-9/30/94
	69%	same as above	10/1/94 - 1/18/02
	67%	same as above	1/19/02-6/22/03
	64%	same as above	6/23/03 - 5/30/06
	61%	same as above	5/31/06 - 2/11/07
Overhead for Institute Employees	66%	same as above	2/12/07 - until revised
	116%	direct labor and fringe benefit costs for Institute employees	10/15/87-9/24/93
	118% (122%*)	"	9/25/93-until revised
Fringe Benefits	39%	direct labor	10/15/87-9/30/88
	41%	direct labor	10/1/88-4/13/90
	42%	direct labor	4/14/90-3/3/92
	42.7%	direct labor	3/4/92-9/30/92
	43.7%	direct labor	10/1/92-1/31/97
	44%	direct labor	2/1/97-2/12/99
	45%	direct labor	2/13/99-7/2/99
	46%	direct labor	7/3/99-8/25/02
	46.5%	direct labor	8/26/02-5/27/04
48%	direct labor	5/28/04-until revised	
Material Handling Burden	2.6%	purchased parts and materials, subcontracting costs	9/27/97-9/25/98
	2.8%	same as above	9/26/98-2/14/00
	3.1%	same as above	2/15/00-1/18/02
	3.65%	same as above	1/19/02-3/3/04
	4.4%	same as above	3/4/04 - 1/25/05
	3.5%	same as above	1/26/05 - 5/30/06
	2.84%	same as above	5/31/06 - until revised

- B. The CO may adjust the above rates as appropriate during the term of the contract upon acceptance of any revisions proposed by the contractor. It is the contractor's responsibility to notify the CO in accordance with 52.232-20 - Limitation of Costs or 52.232-22 - Limitation of Funds, as applicable, if such change(s) affect(s) performance of work within the established cost or funding limitations.
- C. Rate marked with an asterisk (*) is a ceiling rate. In the event that the indirect rate developed by the cognizant audit activity on the basis of actual allowable costs is less than the ceiling rate, the rate established by the cognizant audits must apply. The Government may not be obligated to pay any additional amounts for indirect costs above the ceiling rate set forth above for the applicable period. The SwRI provisional overhead rate effective 9/25/93 is 118%. This rate is subject to change from time to time as approved by DCAA and DCMC. The ceiling rate shall be equal to the provisional rate, but in no event shall exceed 122%. Please note that 118% was the ceiling rate for SwRI overhead for the period 10/1/95-9/26/97 and that 122% is the ceiling rate for the period 9/27/97-9/28/07. The provisional billing rate is 118% until revised.
- D. The following states the final audited indirect rates which apply to this contract:

Overhead for Center Overhead for SwRI Applicable Period
 Basic Contract Period (NRC-02-88-005) (10/15/87 - 10/14/92)

91.57%	126.66%	10/15/87 - 9/30/88
80.87	125.43	10/1/88 - 9/30/89
71.75	125.90	10/1/89 - 9/30/90
71.35	129.60	10/1/90 - 9/30/91
67.84	129.70	10/1/91 - 9/30/92
70.78	134.92	10/1/92 - 10/14/92

First Renewal Period (NRC-02-93-005)

70.78%	134.92	10/15/92 - 9/24/93
70.52	139.74	9/25/93 - 9/30/94
71.57	138.58	10/1/94 - 9/29/95
64.71	136.97*	9/30/95 - 9/27/96
72.42	141.11*	9/28/96 - 9/26/97

Second Renewal Period (NRC-02-97-009)

Overhead/Center	Overhead/SwRI	Material Burden	Applicable Period
67.73%	132.72%*	2.61%	9/27/97 - 9/25/98
71.58%	137.21%*	3.22%	9/26/98 - 9/24/99
65.96%	131.19%*	3.33%	9/25/99 - 9/29/00
65.10%	135.90%*	3.48%	9/30/00 - 9/28/01
65.29%	132.76%*	3.43%	9/29/01 - 9/27/02

Third Renewal Period (NRC-02-02-012)

65.04%	128.14%*	3.34%	9/28/02 - 9/26/03
65.21%	128.38%*	3.62%	9/27/03 - 9/24/04
61.48%	124.78%*	3.36%	9/25/04 - 9/30/05

*See ceiling rate set forth above.

power plants and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

G.3 - Responsibilities

G.3.1. - Program Element Managers and Project Officers

- A. The NRC PEM is the NRC CO's authorized representative for the technical aspects of the entire technical area for which he/she is responsible. The NRC PO is the CO's authorized representative for the technical aspects of each individual task for which he/she is designated.

The PEM and PO for an individual subtask are responsible for: (1) monitoring the Center's progress to ensure that work completed is commensurate with resources expended and is on schedule, including surveillance and assessment of performance, and recommending to the CO changes in requirements; (2) interpreting the scope of work; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting the Center in the resolution of technical problems encountered during performance. Within the purview of this authority, the PEM and PO are authorized to review all costs requested for reimbursement by the Center that are associated with their particular major area of work as specified in the current Center Operations Plans. Recommendations for approval, disapproval, or suspension for supplies/services required under the contract shall be submitted to the NRC CNWRA PEM. The NRC CO is responsible for directing or negotiating any changes in terms, conditions, or amounts cited in the contract and any Operation/Project Plans incorporated herein by reference. For guidance from the PEM or PO to the Center to be valid, it must: (1) be consistent with the description of work set forth in the contract; (2) not constitute new assignment of work or change to the expressed terms, conditions or specifications incorporated into the contract; (3) not constitute a basis for an extension to the period of performance or schedule for major milestones; and, as stated above, (4) not constitute a basis for any increase in the contract cost.

- B. The PEM or PO is not authorized to approve or request any action which results or could result in an increase in contract cost; or terminate the contract, settle any claim or dispute arising under this contract, or issue any unilateral directive whatsoever.
- C. The NRC PEMs, POs, and areas of work for which they are designated are as follows:

<u>Center Element</u>	<u>Program Element Manager</u>	<u>Project Officer</u>
Center Operations	Deborah DeMarco	Deborah DeMarco
Licensing Support Network	Deborah DeMarco	Tom Matula
Internal Quality Assurance	Deborah DeMarco	Tom Matula
External Quality Assurance	Tom Matula	Tom Matula

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	Tae Ahn
RN Transport/Unsat. Zone	James Rubenstone	John Bradbury
RN Transport/Sat. Zone	James Rubenstone	John Bradbury
Climate and Infiltration	James Rubenstone	Eugene Peters
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	Kien 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	Sheena Whaley
Preclosure Safety Eval.	Robert Johnson ✓	Rosemary Reeves
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

Spent Fuels Project Office James R. Hall
 Private Fuel Storage
 Humboldt Bay

James R. Hall

Division of Waste Management
 and Environmental Protection
 NWPA-related Work Deborah DeMarco
 (Operations Plan)
 WIR DOE South Carolina and Idaho

Michele O'Shaughnessey

G.3.2 - Technical Assistance Sponsors

- A. The individuals listed in "C" below are hereby designated as Technical Assistance Sponsors. The individual Technical Assistance Sponsors have overall technical responsibility for the work placed at the Center, within their respective areas, as detailed in paragraph C, below and are responsible for: (1) identifying, prioritizing and recommending work to be placed at the Center; (2) monitoring the Center's progress to ensure that work completed is commensurate with resources expended and is on schedule including surveillance and assessment of performance, and recommending to the NRC CO changes in requirements; (3) interpreting the scope of work as required; (4) performing technical evaluations as necessary; (5) performing technical reviews and acceptances as required; and (6) assisting the Center in the resolution of technical problems encountered during performance. Within the purview of this authority the Technical Assistance Sponsors are authorized to review all costs requested for reimbursement by the Center which are associated to their particular program area and submit recommendations for approval, disapproval, or suspension for supplies/services required under the contract to the NRC CNWRA PM. The NRC CO is responsible for directing or negotiating any changes in terms, conditions, or amounts cited in the contract and elements.
- B. The Technical Assistance Sponsors are not authorized to approve or request any action which results in or could result in an increase in contract cost; or terminate the contract, settle any claim or dispute arising under the contract or issue any unilateral directive whatsoever.
- C. The Technical Assistance Sponsors are:

High Level Waste Sponsor

Lawrence E. Kokajko, Director
 Division of High Level Waste
 Repository Safety, NMSS ✓

SFPO Sponsor
 Spent Fuel Project Office

E. William Brach, Director
 Spent Fuel Project Office, NMSS

DWMEP Sponsor
 WIR

Scott C. Flanders
 Deputy Director

G.4 Center Program Management**G.4.1 NRC CNWRA Program Manager**

- A. The individual listed in "C" below is hereby designated as the NRC CNWRA Program Manager.

The NRC CNWRA PM is responsible for: (1) monitoring the overall program performance of the Center's operations; (2) assuring appropriate integration of work assigned to the Center; (3) assessing the overall performance of the Center; and (4) recommending approval, disapproval, or suspension of costs requested for reimbursement by the Center based on review of the Center's progress and input received from the individual Technical Assistance Sponsors, NRC PEMs and POs.

- B. The NRC CNWRA PM is not authorized to approve or request any action which results in or could result in an increase in contract cost; or terminate the contract, settle any claim or dispute arising under the contract, or issue any unilateral directive whatsoever.

- C. Name: Lawrence E. Kokajko, Director
Office Address: Division of High Level Waste
Repository Safety, NMSS ✓
Mail Stop TWFN 7J8
Washington, D.C. 20555
Telephone Number: (301) 415-6537

G.4.2 NRC CNWRA Deputy Program Manager

- A. The individual listed in "C" below is hereby designated as the NRC CNWRA Deputy Program Manager.

The NRC CNWRA DPM assists/acts for the NRC CNWRA PM in his responsibilities for: (1) monitoring the overall program performance of the Center's operations; (2) assuring appropriate integration of work assigned to the Center; (3) assessing the overall performance of the Center; and (4) recommending approval, disapproval, or suspension of costs requested for reimbursement by the Center based on review of the Center's progress and input received from the individual Sponsors, NRC PEMs and POs.

- B. The NRC CNWRA DPM is not authorized to approve or request any action that results in or could result in an increase in contract cost; or terminate the contract, settle any claim or dispute arising under the contract, or issue any unilateral directive whatsoever.

- C. Name: Deborah A. DeMarco
Office Address: NRC Center Deputy Program Manager
Division of High Level Waste
Repository Safety, NMSS ✓
Mail Stop: TWFN/7F3
Washington, D.C. 20555
Telephone Number: (301) 415-7796

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.

[REDACTED]

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.

approval of the NRC CNWRA DPM or in the case of research projects, managed by the Office of Nuclear Regulatory Research (RES), approved by the PO.

The contractor shall not use classified or sensitive unclassified information or knowledge developed under NRC contracts to assist in its independent research activities.

- (c) The Center shall submit all work that it plans to formally publish or present to the public to the NRC CNWRA DPM or in the case of RES projects, the RES PO, for review and approval with a copy to the CO at least 30 calendar days prior to external release (5 weeks for international publications/presentations). If the information is being submitted directly to the RES PO, copies shall also be submitted directly to the NRC CNWRA DPM and RES PEM. The Center may release information which has been already been forwarded to NRC and placed in the Publicly Available Records System (PARS) library of ADAMS.
- (d) When the Center receives a request from an outside party for information or material (other than material that is planned for formal release to the public in accordance with Sections A-C above) resulting from or relating to this contract, the Center shall 1) notify the NRC CO and the NRC CNWRA DPM of the request, 2) seek NRC review and advice regarding whether the requested material should be released, and 3) to the extent that NRC authorizes release of the information (via e-mail), include the following sentence in the transmittal letter to the requestor: "We have coordinated our reply with NRC Headquarters".
- (e) Reasons for NRC denial of release of information shall include but not be limited to: (1) pre-decisional content of the material (i.e., material contains analyses and/or recommendations pertinent to a matter pending Commission decision), (2) material containing confidential or classified information, and (3) information that would not be released under the Freedom of Information Act. Within 10 working days after receipt, NRC shall permit release of the information or identify the portion(s) of the material which shall not be released and the reasoning for such decision. At the option of the contractor, portions of the material may be released that do not contain material disapproved for release.
- (f) Disclaimer to be placed on all Center papers. The following disclaimer shall be used, in lieu of that specified in NRC Management Directive 3.9:

"This paper was prepared to document work performed by the Center for Nuclear Waste Regulatory Analyses (CNWRA) and its contractors for the Nuclear Regulatory Commission (NRC) under Contract No. NRC-02-02-012. The activities reported here were performed on behalf of the NRC Office of Nuclear Material Safety and Safeguards, Division of High Level Waste Repository Safety." This paper is an independent product of the CNWRA and does not necessarily reflect the view or regulatory position of the NRC."
- (g) Disclaimer to be placed on all joint NRC/Center deliverables or papers. The following disclaimer shall be used, in lieu of that specified in NRC Management Directive 3.9:

"This is an independent product of the CNWRA and does not necessarily reflect the views or regulatory positions of the NRC. The NRC staff views expressed here are preliminary and do not represent a final judgment or determination of the matters addressed or of the acceptability of a license application for a geologic repository at Yucca Mountain."

- (h) Disclaimer to be placed in abstracts authored by the CNWRA staff:

"This paper is an independent product of the CNWRA and does not necessarily reflect the view or regulatory position of the NRC."

NRC should be spelled "U.S. NRC" if that is the first time it appears in the abstract.

- (i) The contractor shall use NRC Form 390a, "Release to Publish Unclassified NRC Contractor Speeches, Papers, and Journal Articles" in lieu of NRC Form 426a which is referenced in Management Directive 3.9. This directive is currently in the process of being updated to reflect the use of NRC Form 390a.

Failure to comply with this clause shall be grounds for termination of this contract.

H.4 2052.227-70 Drawings, Designs, and Specifications (Jan 1993)

All drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, software, and all photographs, negatives, reports, findings, recommendations, other data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the work or any part thereto, are subject to inspection by the Commission at all reasonable times. Inspection of the proper facilities must be afforded the Commission by the contractor and its subcontractors. These data are the property of the Government and may be used by the Government for any purpose whatsoever without any claim on the part of the contractor and its subcontractors and vendors for additional compensation and must, subject to the right of the contractor to retain a copy of material for its own use, be delivered to the Government, or otherwise disposed of by the contractor as the CO may direct during the progress of the work or upon completion or termination of this contract. The contractor's right of retention and use is subject to the security, patent, and use of information provisions, if any, of this contract.

Core Center Staff may be assigned to projects managed by other business units without the Center submitting a "work for others" request under Attachment 16, Section 5, of this contract provided that the work is within one or more areas of "special competency" of the Center and (i) is not nuclear-related; (ii) does not create a conflict nor potential conflict of interest (refer to clauses H.9 and H.12 of this contract); (iii) is not for the DOE, contractors to DOE under the NWPA, nor States or affected Tribes that may participate in the repository or associated interim storage site programs (as described in Attachment 16, Section 2 of this contract); and (iv) does not negatively impact work (including not being able to meet all established milestones) under this or any other NRC contract with the Center.

D. Notifications and Approvals

In advance of performing the work under Sections B and C of this clause, the Center shall provide notification, in the Program Manager's Periodic Report (see clause F.1.5 of this contract), or to the CO, of all work undertaken pursuant to this provision.

Use of Center personnel under the provisions of Sections B and C of this clause for more than a total of 180 days during a 6-month period on all projects not funded by the NRC will require the prior written approval of the CO. This approval will be reviewed again upon receipt of a license application from DOE for Yucca Mountain. NRC reserves the right to unilaterally reduce the number of days specified in this clause for not requiring prior written approval.

H.17 Maintenance of the Center

The contractor shall maintain the Center which includes as a minimum:

A. Business Entity

The Center shall remain as an autonomous entity that meets the FFRDC requirements of OFPP Policy Letter 84-1, Attachment 3, and Part 35 of the Federal Acquisition Regulations.

The Center shall be operated as a not-for-profit organization free of control by any organization whose affiliations could give rise to a conflict of interest.

(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		086936	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	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.

Attachment 11, Award Fee Determination Plan

C. Organization Structure for Award Fee Administration

The following organizational structure is established for administering the award fee provisions of the contract.

1. Fee Determination Official (FDO)

- a. The FDO is the Director, NMSS, or his designee.
- b. Primary FDO responsibilities are:
 - (1) Determining the award fee earned and payable for each evaluation period as addressed in Part D.
 - (2) Changing the matters covered in this plan as addressed in Part E, as appropriate.

2. Center Review Group (CRG)

- a. The Chairman of the CRG is Lawrence E. Kokajko, or his designee. The CRG consists of the following members:

S. Flanders

M. Flynn

W. Ruland

R. Webber

Advisors: Deborah A. DeMarco, NMSS

Robin Baum, OGC

Valerie Whipple, DC

Evaluation Coordinator: Sunny Kim

- b. The Chairman may recommend the appointment of non-voting members to assist the Group in performing its functions.
- c. The CRG will:
 - (1) Conduct ongoing evaluations and assessments of the Center's overall performance and submit a Performance Evaluation Report (PER) to the FDO covering the Group's findings and recommendations for each evaluation period, as addressed in Part D.
 - (2) Considering proposed changes in this plan and recommending those it determines appropriate for adoption by the FDO, as addressed in Part E.

3. Performance Monitors (PM)

- a. PMs are all Project Officers and the Senior Contract Specialist.
- b. Each PM will be responsible for complying with the General Instructions for Performance Monitors, Attachment D-1, and any specific instructions of the CRG Chairman as addressed in Part D. Primary PM responsibilities are:

ATTACHMENT C-1 TO AFDP

EVALUATION PERIODS AND MAXIMUM
AVAILABLE AWARD FEE FOR EACH

(Historical Information from Previous Contract Periods Included)

<u>Evaluation Period</u>			
<u>No.</u>	<u>Duration</u>	<u>Ending</u>	<u>Maximum Available Award Fee</u>
1.	6 months	April 14, 1988	\$102,009
2.	6 months	October 14, 1988	\$158,444
3.	6 months	April 14, 1989	\$275,870
4.	6 months	October 14, 1989	\$296,996
5.	6 months	April 14, 1990	\$318,735
6.	6 months	October 14, 1990	\$445,789
7.	6 months	April 14, 1991	\$450,777
8.	6 months	October 14, 1991	\$424,240
9.	6 months	April 14, 1992	\$482,533
10.	6 months	September 26, 1992	\$405,673
11.	6 months	April 9, 1993	\$309,465
12.	6 months	September 24, 1993	\$347,645
13.	1 year	April 15, 1994/Sept. 30, 1994	\$709,894
14.	1 year	April 14, 1995/Sept. 29, 1995	\$817,617
15.	1 year	April 12, 1996/Sept. 27, 1996	\$665,948
16.	1 year	April 11, 1997/Sept. 26, 1997	\$556,736
17.	1 year	April 10, 1998/Sept. 25, 1998	\$598,989
18.	1 year	April 9, 1999/Sept. 24, 1999	\$797,438
19.	1 year	April 14, 2000/Sept. 29, 2000	\$818,779
20.	1 year	April 13, 2001/Sept. 28, 2001	\$743,973
21.	1 year	April 12, 2002/Sept. 27, 2002	\$818,079
22.	1 year	April 11, 2003/Sept. 26, 2003	\$850,886
23.	1 year	April 9, 2004/Sept. 24, 2004	\$889,876
24.	1 year	April 15, 2005/Sept. 30, 2005	\$968,227
25.	1 year	April 14, 2006/Sept. 29, 2006	\$1,007,080
26.	1 year	April 13, 2007/Sept. 28, 2007	

*For periods 13 and later there may be two award fee pools since the pool could increase or decrease .5% for each of the two periods within the total one year evaluation period.