

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

FSS# 5007R034/35/36

PAGE

1

OF PAG

3

2. AMENDMENT/MODIFICATION NO.

M248

3. EFFECTIVE DATE

05/14/2007

4. REQUISITION/PURCHASE REQ. NO.

NMS-02-012 04/24/07

5. PROJECT NO.(If applicable)

6. ISSUED BY

CODE

3100

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

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

CODE 007936842

FACILITY CODE

(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

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)

B&R 75015300129 JC: D1035 BOC: 252A App N0200 \$8,000,000

B&R 75515356257 JC: D5562 BOC: 252A App. X0200 \$265,000

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.
	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).
X	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 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.

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

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

Valerie Whipple
Contracting Officer

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

05/24/2007

16B. UNITED STATES OF AMERICA

BY

(Signature of Contracting Officer)

16C. DATE SIGNED

5/14/07

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

MAY 30 2007

ADM002

The purpose of this modification is (1) to obligate and authorize FY 07 funds under Job Code D1038 in the amount of \$8,000,000.00, (2) to obligate and authorize FY 07 funds under Job Code J5562 in the amount of \$265,000.00, (3) to correct an administrative oversight that occurred in Modification 240 and subsequent modifications, and (4) to revise Article H.3 Dissemination of Contract Information to revise disclaimers for publications on the Yucca Mountain Project.

Therefore,

1. Section B.2.D.b., d. and e. are revised to add funding as follows:

Job Code D1035 obligate and authorize \$8,000,000;
Job Code J5562 to obligate and authorize \$265,000.00

See attached change pages 8, 8a and 9.

2. The Summary of new obligations/deobligations for the third renewal period of this contract is revised to reflect the following deobligations that occurred in Modification No. 239 but were not reflected in Modification No. 240 and subsequent modifications:

Job Code J5410 - FY04 deobligation amount \$16,500
Job Code J5390 - FY04 deobligation amount \$23,000
Job Code J5501 - FY05 deobligation amount \$1,900

3. Article H.3, Dissemination of Contract Information, Paragraphs (f), (g), and (h) are deleted in their entirety and are replaced with revised Paragraph (f). Also, Paragraph (i) under Article H.3 is hereby renumbered Paragraph (g). See attached change Pages 37, 37a and 37b.

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

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: \$18,000,000

FY07 obligation amount: \$14,280,000

Cumulative total of NRC obligations for JC D1035 (HLW) \$80,355,406

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FY04 deobligation amount: \$350,000
FY05 obligation amount: \$17,881,000
FY06 obligation amount: \$18,000,000
FY07 obligation amount: \$14,280,000
Cumulative total of NRC obligations for JC D1035 (HLW) \$80,355,406

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: \$322,881.44

FY04 deobligation amount: \$16,500

Cumulative total of NRC obligations for JC J5410 (INEEL) \$638,413.44.

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 \$83,000

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 \$693,448

FY07 obligation amount \$380,000

Cumulative total of NRC obligations for JC J5562 (WIR South Carolina/Idaho) \$1,123,448

This modification obligates \$8,265,000 in FY 2007 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 \$84,088,163.40. 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: \$77,425,406.19
Deobligation: \$350,000
Carryover: \$2,367,427.02
Total: \$79,442,833.21

Private Fuel Storage (PFS)*
Job Code: J5226
New Funds: \$365,000
Deobligation: \$82,181.23
Carryover: \$16,568.21
Total: \$299,386.98

INEEL ISFSI-2*
Job Code: J5410
New Funds: \$674,913.44
Deobligation: \$16,500
Carryover: \$27,458.28
Total: \$685,871.72

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: \$1,123,448
Total: \$1,123,448

*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: \$84,088,163.40

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

High-Level Waste (HLW)
Job Code: D1035
Amount: \$75,721,000

Private Fuel Storage (PFS)
Job Code: J5226
Amount: \$241,828

INEEL ISFSI-2
Job Code: J5410
Amount: \$685,871.72

Diablo Canyon
Job Code: J5390
Amount: \$490,960

Tunnel Fire Environment
Job Code: J5434
Amount: \$66,132.25

Humboldt Bay
Job Code: J5501
Amount: \$935,075

WIR DOE South Carolina and Idaho
Job Code: J5543
Total: \$300,000
Job Code: J5562
Total: \$1,123,448

- 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 (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

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) **Disclaimers for Publications on the Yucca Mountain Project**

The following "disclaimers" may be used in Yucca Mountain High Level Waste publications authored by NRC or Center for Nuclear Waste Regulatory Analyses (CNWRA) staff or both. These statements, which describe the genesis of the document, the CNWRA's independence as an FFRDC, and include a disclaimer of no prejudgment, may be included under "Acknowledgments" section of papers/posters/presentations, as appropriate. The short "disclaimer" is for abstracts published separately from a paper.

For Papers, Posters, Presentations [Slides]

Authored by CNWRA staff:

This [paper/poster/presentation] describes work performed by the Center for Nuclear Waste Regulatory Analyses (CNWRA) for the U.S. 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/poster/presentation] is an independent product of the CNWRA and does not necessarily reflect the view or regulatory position of the NRC.

Authored by NRC staff:

The NRC staff views expressed herein are preliminary and do not constitute a final judgment or determination of the matters addressed or of the acceptability of a license application for a geologic repository at Yucca Mountain.

Joint Publication by Authors from CNWRA and NRC staff:

This [paper/poster/presentation] describes work performed by the Center for Nuclear Waste Regulatory Analyses (CNWRA) for the U.S. 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/poster/presentation] is an independent product of the CNWRA and does not necessarily reflect the view or regulatory position of the NRC. The NRC staff views expressed herein are preliminary and do not constitute a final judgment or determination of the matters addressed or of the acceptability of a license application for a geologic repository at Yucca Mountain.

For Abstracts

Authored by CNWRA staff:

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

Authored by NRC staff:

The NRC staff views expressed herein are preliminary and do not constitute a final judgment or determination of the matters addressed or of the acceptability of a license application for a geologic repository at Yucca Mountain.

Joint Publication by Authors from CNWRA and NRC staff:

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- (g) 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, must 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.