AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.	1. CONTRACT ID CODE	PAGE	OF PAGE
	5007R041/44/057	1	62

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO (If applicable)
M251	9/29/2007	NMS-07-006 5/8	

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

6220 CULEBRA RD

SAN ANTONIO TX 782385166

CODE FACILITY CODE

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-02-07-006

X 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)
B&R 75015300129 JC: D-1035 BOC: 252A Approp. N0200
Obligate: $2,564,990

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: F.3 "Period of Performance. Renewal modification in accordance with FAR 35.017-1(e) and OFPP Policy Ltr. 84-1

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.)

The purpose of this modification is to renew the contract effective Sept. 29, 2007. Expenditures for the renewal period shall be separate from those during the first, second, third, and fourth five year periods. This modification incorporates all modifications to date and includes new and updated clauses and attachments. For administrative purposes the contract number for this renewal period is changed to "NRC-02-07-006".

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
J. Dan Bates, President		Robert Webber	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 09/25/2007	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 9/21/07

NSN 7540-01-152-8070
PREVIOUS EDITION NOT USABLE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA - FAR (48 CFR) 53.243

TEMPLATE - ADM001

UNSI REVIEW COMPLETE

OCT 12 2007

ADM002

B.1 Brief Description of Work and Placement of Work Information

Southwest Research Institute (SwRI or contractor) shall perform all work required by the Nuclear Regulatory Commission (NRC) within the purpose, scope, mission, and/or special competency of the Center for Nuclear Waste Regulatory Analyses (CNWRA or Center) as described under Section C, the current Operations Plans, and the Charter (Attachment 2) with few exceptions. Those exceptions, which are established by NRC Policy, are outlined in Attachment 2a.

In addition to the work mentioned above, the Center may perform work for others, or NRC, within its purpose, scope, mission, and/or special competency, as approved by NRC, consistent with the provisions of Federal Acquisition Regulations (FAR) Subsection 35.017 and procedures for authorization and conduct of such work, as set forth in Attachment 16. Any NRC work awarded through the work for others procedures in Attachment 16 will be performed under new, separate contracts or purchase orders.

B.2 Consideration and Obligation

Historical Information

A. October 15, 1987 - October 14, 1992 (Original Contract NRC-02-88-005)

a. The total estimated ceiling amount of this Cost-Plus-Award-Fee type contract for the above mentioned period was $44,803,009.

b. The amount obligated by the Government with respect to this contract for this period was $44,589,684, of which the sum of $41,286,744 represents estimated reimbursable costs, and of which $3,302,940 represented the available award fee. The base fee was $0. The award fee pool was as stated in the Award Fee Determination Plan (AFDP). The AFDP reflected the actual fee pool based on cumulative estimated costs for performance of approved Operations Plans.

c. Evaluation of the award fee earned was accomplished in accordance with the current AFDP, see 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 was made, was subject to the FAR Subpart 52.233-1, entitled "Disputes."

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

High-Level Waste JC: D1035 AMOUNT: $31,303,604	Transportation JC: D1070 AMOUNT: $ 596,200
Research JC: B6666 AMOUNT: $11,662,000	Licensing Support System JC: L1590 AMOUNT: $ 508,880

Waste Solidification Systems
JC: L1793
AMOUNT: $ 419,000

Monitored Retrievable Storage
JC: L2516
AMOUNT: $ 100,000

Total amount obligated: $44,589,684

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

High-Level Waste
JC: D1035
AMOUNT: $31,203,604

Transportation
JC: D1070
AMOUNT: $ 596,200

Research
JC: B6666
AMOUNT: $11,662,000

Licensing Support System
JC: L1590
AMOUNT: $ 508,880

Waste Solidification Systems
JC: L1793
AMOUNT: $ 419,000

Monitored Retrievable Storage
JC: L2516
AMOUNT: $ 50,000

Total amount authorized: $44,439,684

f. The total award fee available; the award fee earned and the evaluation period applicable thereto was as follows:

Evaluation Period	Available Award Fee	Award Fee Earned
Oct. 15, 1987 - Apr. 14, 1988	$102,009	$102,009
Apr. 15, 1988 - Oct. 14, 1988	$158,444	$138,639
Oct. 15, 1988 - Apr. 14, 1989	$275,870	$275,870
Apr. 15, 1989 - Oct. 14, 1989	$296,996	$278,434
Oct. 15, 1989 - Apr. 14, 1990	$318,735	$290,846
Apr. 15, 1990 - Oct. 14, 1990	$445,789	$417,930
Oct. 15, 1990 - Apr. 14, 1991	$450,777	$394,430
Apr. 15, 1991 - Oct. 14, 1991	$424,240	$413,634
Oct. 15, 1991 - Apr. 14, 1992	$482,533	$473,486
Apr. 15, 1992 - Sept. 26, 1992	$299,452	$290,094

Note that some of the funds which were obligated and authorized during the base contract period are shown as carryover funds in Section B.2.B.

B. October 15, 1992 - September 26, 1997 (First Renewal Period, Contract No. NRC-02-93-005)

a. The total estimated ceiling amount of this Cost-Plus-Award-Fee type contract for the above mentioned period was $89,898,141.

b. The amount obligated by the Government with respect to this contract for this period was $64,709,671.19. In addition, carryover funds in the amount of $2,939,101.64 were available for use in this renewal period as indicated below.

The award fee pool was as stated in the AFDP. The plan reflected the actual award fee pool based on cumulative estimate costs for performance of approved Operations/Project Plans. The applicable base fee percentage was also described in the AFDP.

c. Evaluation of the award fee earned was accomplished in accordance with the 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 was made, was subject to FAR Subpart 52.233-1, entitled "Disputes."

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

High-Level Waste
Job Code: D1035
New Funds: $ 45,675,400.00
Carryover: 1,439,917.55
Deobligation: 81,000.00
Transferred from
B6666: 2,143,333.89
Total: 49,177,651.44

Licensing Support System
Job Code: L1590
New Funds: $ 50,000.00
Carryover: 18,908.35
Deobligation: 55,259.71
Total: 13,648.64

Transportation
Job Code: D1070
New Funds: $ 0
Carryover: 31,857.13
Deobligation: 31,857.13
Total: 0

Waste Solidification Systems
Job Code: L1793
New Funds: $ 517,000.00
Carryover: 175,391.87
Deobligation: 50,000.00
Total: 642,391.87
Job Code: J5190
New Funds: $39,900
Total: $39,900

Research
Job Code: B6666
New Funds: $ 16,511,000.00
Carryover: 1,216,795.36
Transferred to
D1035: 2,143,333.89
Total: 15,584,461.47

Monitored Retrievable Storage
Job Code: L2516
New Funds: $ 0
Carryover: 56,231.38
Deobligation: 35,771.68
Total: 20,459.70

Tank Waste Remediation
Job Code: J5164
New Funds: $2,000,000.00
Carryover: $0
Total: $2,000,000.00

Safety Review of TMI-2
Job Code: J5186
New Funds: $165,000
Carryover: $0
Total: $165,000

Total New Funds Obligated for Renewal Period: $ 64,958,300.00
New Funds Deobligated During Renewal Period: 248,628.81
Previously Obligated Funds Deobligated During Renewal Period: 5,259.71

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

High-Level Waste
Job Code: D1035
Amount: $ 44,662,918

Licensing Support System
Job Code: L1590
Amount: $35,900

Research
Job Code: B6666
Amount: $ 15,584,461.47

Waste Solidification Systems
Job Code: L1793
Amount: $642,391.87
Job Code: J5190
Amount: $39,900

Transportation
Job Code: D1070
Amount: $0

Monitored Retrievable Storage
Job Code: L2516
Amount: $20,459.70

Tank Waste Remediation
Job Code: J5164
Amount: $772,035.00

Safety Review of TMI-2
Job Code: J5186
Amount: $158,290

Total amount authorized: $ 61,916,356.04

f. The total award fee available; the award fee earned and the evaluation period applicable thereto were as follows:

Evaluation Period	Available Award Fee	Award Fee Earned
11 9/27/92-4/9/93	$309,465	259,951
12 4/10/93-9/24/93	347,645	316,673
13 9/25/93-9/30/94	709,894	668,010.43
14 10/1/94-9/29/95	817,617	793,088
15 9/30/95-9/27/96	665,948	645,970
16 9/28/96-9/26/97	556,736	528,899

C. September 27, 1997 - September 27, 2002 (Second Renewal Period, Contract No. NRC-02-97-009)

a. The total estimated ceiling amount of this Cost-Plus-Award-Fee type contract for the above mentioned period was $87,611,477.00.

b. The amount obligated by the Government with respect to this contract for this period was $69,123,125.12. A total of $19,151.47, which is included in this obligation amount, was deobligated under modifications 194,198 and 230 to this contract. In addition, carryover funds in the amount of $3,299,571.15 (note that $3,028.61 was deobligated in FY02 from JC J5190) were available for use in this renewal period as indicated below. The award fee pool was as stated in the AFDP. The plan reflected the actual award fee pool based on cumulative estimated costs for performance of approved Operations/Project Plans. The applicable base fee percentage was also described in the AFDP.

c. Evaluation of the award fee earned was 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 was made, was subject to FAR Subpart 52.233-1, entitled, "Disputes".

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

High-Level Waste
Job Code: D1035
New Funds: $ 63,707,482
Deob.: $378,756.57
Carryover: $1,989,455.71
Total: $65,318,181.14

Waste Solidification Systems
Job Code: L1793
New Funds: $0
Carryover: $2,763.35
Total: $2,763.35

Tank Waste Remediation
Job Code: J5164
New Funds: $1,375,000
Deobligation: $66,963.15
Carryover: $1,246,284.95
Total: $2,554,321.80

Waste Solidification Systems
Job Code: J5190
New Funds: $0
Deobligation: $3,028.61
Carryover: $35,349.05
Total: $32,320.44

Spent Fuel (TMI-2 Fuel Debris)
Job Code: J5186
New Funds: $308,878
Deob.: $24,776
Carryover: $28,746.69
Total: $312,848.69

Spent Fuel (Dry Transfer)
Job Code: J5206
New Funds: $643,600
Deobligate: $81,689.37
Carryover: $0
Total: $561,910.63

Aluminum-Based Spent Fuels
Job Code: J5210
New Funds: $125,000
Deob: $3,844.92
Total: $121,155.08

Spent Fuel (CIS)
Job Code: D1035
New Funds: $450,000
Total: $450,000

Spent Fuel (PFS)*
Job Code: J5226
New Funds: $2,291,363
Total: $2,291,363

Spent Fuel (CIS)
Job Code: J5297
New Funds: $100,331
Deob: $331
Total: $100,000

SKB Peer Review
Job Code: J5324
New Funds: $9,987
Deob.: $589.20
Total: $9,397.80

Naval Spent Fuel
Job Code J5327
New Funds: $161,000
Deob: $31,082.46
Total: $129,917.54

Diablo Canyon
Job Code: J5390
New Funds: $272,138.69
Total: $272,138.69

INEEL ISFSI-2
Job Code: J5410
New Funds: $200,000
Deobligation: $2,591.90
Total: $197,408.10

Tunnel Fire Environment
Job Code: J5434
New Funds: $50,000
Deobligation: $181.47
Total: $49,818.53

Total New Funds Obligated for 2nd Renewal Period: $69,694,779.69
Funds Deobligated during 2nd Renewal Period: 571,654.57
(Note that $3,028.61 was deobligated from carryover funds rather than new funds.)
Net Obligated: $69,123,125.12

*PFS is subject to the license fee recovery provisions located elsewhere in this contract. The TAC number for this project is L22462.

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

High-Level Waste
Job Code: D1035
Amount: $63,173,075

Waste Solidification Systems
Job Code: J5190
Amount: $32,320.44
Job Code: L1793
Amount: $2,763.35

Tank Waste Remediation
Job Code: J5164
Amount: $2,548,584

Spent Fuel (TMI-2 Fuel Debris)
Job Code: J5186
Amount: $313,726.69

Spent Fuel (Dry Transfer)
Job Code: J5206
Amount: $565,600

Spent Fuel (CIS)
Job Code: D1035
Amount: $450,000

Naval Spent Fuel
Job Code: J5327
Amount: $135,000

Aluminum-Based Spent Fuel
Job Code: J5210
Amount: $125,000

Spent Fuel (CIS)
Job Code: J5297
Amount: $100,331

Diablo Canyon
Job Code: J5390
Amount: $272,138.69

SKB Peer Review
Job Code: J5324
Amount: $9,987

Spent Fuel (PFS)
Job Code: J5226
Amount: $2,285,607.14

INEEL ISFSI-2
Job Code: J5410
Amount: $200,000

Tunnel Fire Environment
Job Code: J5434
Amount: $28,186

Total amount authorized: $70,202,521.31

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

Evaluation Period	Available Award Fee	Award Fee Earned
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

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 was $86,213,679.

b. The amount obligated by the Government with respect to this contract for this period was $86,213,679. In addition, carryover funds in the amount of $2,527,558.08* were available for use in this renewal period as indicated below. The award fee pool was as stated in the AFDP. The plan reflected the actual award fee pool based on cumulative estimated costs for performance of approved Operations/Project Plans. The applicable base fee percentage was also described in the AFDP.

c. Evaluation of the award fee earned was 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 was made, was subject to FAR Subpart 52.233-1, entitled, "Disputes".

d. Total funds obligated by Job Code (JC) were follows:

High-Level Waste (HLW)
Job Code: D1035
New Funds: $82,020,167.79
Deobligation: $473,000
Carryover: $2,367,427.02
Total: $83,914,594.81

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

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

WIR DOE South Carolina and Idaho
Job Code: J5543
New Funds: $300,000
Total: $300,000
Job Code: J5562
New Funds: $1,642,953
Total: $1,642,953

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

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

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

MacArthur Maze Fire
Job Code: J5608
New Funds: $94,249
Total: $94,249

SFST TAD
Job Code: J5606
New Funds: $320,000
Total: $320,000

*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: $86,213,679.

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

High-Level Waste (HLW)
Job Code: D1035
Amount: $82,000,000

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

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

WIR DOE South Carolina and Idaho
Job Code: J5543
Total: $300,000
Job Code: J5562
Total: $1,642,953

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

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

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

MacArthur Maze Fire
Job Code: J5608
Total: $94,249

SFST TAD
Job Code: J5606
Total: $220,000

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

Evaluation Period	Available Award Fee	Award Fee Earned
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		

Current Data

E. September 29, 2007 - September 28, 2012 (Fourth Renewal period, Contract No. NRC-02-07-006)

a. The total estimated ceiling amount of this Cost-Plus-Award-Fee type contract for the above mentioned period is $123,376,281.

b. The amount presently obligated by the Government with respect to this contract for this period is $2,564,990. In addition, carryover funds in the amount of $ 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 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 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: $2,564,990
Carryover:
Total: $2,564,990

WIR DOE South Carolina and Idaho
Job Code: J5562
New Funds:
Carryover:
Total:

Private Fuel Storage (PFS)*
Job Code: J5226
New Funds:
Carryover:
Total:

MacArthur Maze Fire
Job Code: J5608
New Funds:
Carryover:
Total:

SFST TAD
Job Code: J5606
New Funds:
Carryover:
Total:

e. Total amount authorized by Operations Plan is as follows:

High-Level Waste (HLW)
Job Code: D1035
Amount: $2,564,990

WIR DOE South Carolina and Idaho
Job Code: J5562
Amount:

Private Fuel Storage (PFS)
Job Code: J5226
Amount:

MacArthur Maze Fire
Job Code: J5608
Amount:

SFST TAD
Job Code: J5606
Amount:

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 (NWPA) 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 NWPA charges the Department of Energy (DOE) as the lead Federal Agency to

manage the siting, operation, and permanent closure of high-level waste management facilities, including geologic repositories and necessary interim storage system, and transportation of high-level waste under the NWPA . The NRC is charged under the NWPA as the Federal Agency which will regulate DOE's activities under Commission rules so as to assure protection of public health and safety and the environment. The NWPA also sets forth specific institutional processes which involve State, Tribal, and affected units of local government participation through the program and involve long-term schedules that carry the program through the performance confirmation phase.

C.1.1.2 Need for Federally Funded Research and Development Center (FFRDC) Support to NRC

Within NRC, the Office of Nuclear Material Safety and Safeguards (NMSS) has programmatic lead for developing and executing the regulatory program for NWPA activities. In fulfillment of these responsibilities, NMSS is supported by other offices, such as the Office of General Counsel (OGC) and the Office of Nuclear Regulatory Research (RES) as warranted and as the budget permits. NRC has a strong heritage of technically competent staff in nuclear regulation which it maintains today and has every intention of maintaining in the future. However, NRC recognizes the critical importance of its technical assistance and regulatory analysis support program which is obtained outside of NRC. Because of special circumstances surrounding NRC's need for NWPA related technical assistance and regulatory analysis support, NRC has established and will be the sole sponsor for the Center, an FFRDC, in accordance with Office of Management and Budget (OMB) Office of Federal Procurement Policy (OFPP) Letter 84-1 and Part 35 of the Federal Acquisition Regulations. The special circumstances necessitating sponsorship of an FFRDC are:

- **The Need to Avoid Conflict of Interest with Regard to NRC's Technical Assistance and Regulatory Analysis Support Program Related to the NWPA**

  Many of NRC's prior contractors either had contracts or were competing for contracts under the DOE nuclear waste program, as well as with NRC's licensees or other parties involved in the Commission's licensing hearings. Because DOE is the applicant in NRC licensing hearings, and States and Tribes are parties to the licensing proceedings under the NWPA, concurrent work by NRC contractors for any of the above could diminish the contractors' capacity to give impartial, technically sound, objective assistance and advice or might otherwise result in biased work products. This potential for conflict of interest could result in significant delays to or preclude participation in NRC's licensing proceeding, which is a critical path milestone of the national waste management program.

- **The Need for Long-Term Continuity in Technical Assistance and Regulatory Analysis Support**

  Because of the need to avoid conflict of interest situations, and because DOE's program budget for the NWPA is significantly larger than NRC's program budget, NRC has in the past lost access to some of its contractual support providing essential technical expertise. Action is required to preclude continued erosion in the future. Since NRC's responsibilities under NWPA span many decades, continuity in technical expertise is essential to the success of NRC's

licensing program. The investment NRC has made to establish the Center and its high level of technical competency, including the regulatory expertise developed by the Center since inception of this contract in 1987, must be maintained. Having an established Center will provide the required continuity in technical expertise.

C.1.1.3 Commitments

The specific commitments between the NRC and the Center are as follows:

C.1.1.3.1 The Center and NRC mutually commit to a long-term relationship for technical assistance and regulatory analysis support throughout the period for which NRC has responsibilities under the NWPA.

C.1.1.3.2 The Center shall assist the NRC staff in providing testimony and the Center shall provide testimony by its expert staff, as required, during adjudicatory hearings before the Commission or in court cases dealing with regulatory programs covered in this Statement of Work.

C.1.1.3.3 Pursuant to its Charter, the Center will provide independent suggestions and recommendations concerning new work that, in the opinion of the CNWRA, may benefit the NRC in the execution of its responsibilities.

C.1.1.3.4 NRC will provide the Center access to technical and programmatic materials and provide for access to NRC contractor, DOE, and other licensee or applicant facilities as NRC deems appropriate, in support of systems engineering, technical assistance and regulatory analysis support tasks.

C.1.1.3.5 NRC will keep the Center cognizant of all substantive staff and regulatory decisions on NWPA activities.

C.1.1.3.6 The Center shall provide written positions, as requested by NRC, on major regulatory and programmatic issues in support of the NRC decision-making process.

C.1.1.3.7 The Center shall consult and obtain NRC approval prior to scheduling any interactions between itself, and DOE, or other parties to the licensing proceedings.

C.1.1.3.8 The Center shall focus regulatory analysis support efforts to reduce uncertainty and improve realism in performance assessments in a risk-informed and performance-based manner to provide the bases for NRC's regulatory decision-making and associated performance assessments. It is anticipated that the regulatory analysis support efforts will include laboratory and field testing of phenomena important to repository safety and waste isolation and testing the validity of performance assessment and process-level models, and for performance confirmation primarily in the areas of the natural setting and engineered systems. Regulatory analysis support in other technical areas may be needed from time to time.

C.1.1.3.9 The Center shall focus its work in ways that help the NRC achieve its mission, strategic plan goals, related performance goals, and supporting strategies for nuclear waste safety. The strategic goal is preventing significant adverse impacts from radioactive waste to the current and future public health and safety and the

environment, and promoting the common defense and security. The performance goals are: (1) ensure protection of public health and safety and the environment; (2) ensure the secure use and management of radioactive materials; (3) ensure openness in NRC's regulatory process; (4) ensure that NRC actions are effective, efficient, realistic, and timely; and (5) ensure excellence in agency management to carry out the NRC's strategic objective. The NRC's strategic objective is to enable the use and management of radioactive materials and nuclear fuels for beneficial civilian purposes in a manner that protects public health and safety and the environment, promotes the security of our nation, and provides for regulatory actions that are open, effective, efficient, realistic, and timely.

C.2 **Scope of Work for the Center**

C.2.1 The charter discussing the requirement for the Center and delineating the mission and major functions of the Center is included as Attachment 2.

C.2.2 The Center shall provide the necessary personnel, materials, equipment, facilities, and other services to conduct technical assistance and regulatory analysis support for NRC in support of its regulatory program as related to activities under the NWPA for a high-level radioactive waste disposal system (includes high-level waste handling, storage, transportation, aging, disposal; and environmental impacts; and Section 151 activities concerning low-level waste). Technical assistance will be provided to the NRC in support of: (1) creation of regulatory requirements and technical guidance; (2) development of technical assessment capabilities and methods; (3) quality assurance, audits, reviews and field verifications; (4) technical reviews related to NWPA, including reviews of and preparation of any required supplements to environmental impact statements related to the NWPA; (5) development of inspection procedures and assistance in the performance of inspections in accordance with applicable NRC Manual Chapters, Inspection Procedures, policies and staff guidance, etc; (6) other special projects related to high-level waste management as may be assigned on a case-by-case basis; (7) assistance to NRC staff during a determination of site sufficiency and waste form adequacy, as well as licensing reviews; and (8) preparation of a Safety Evaluation Report and participation in licensing hearings in the possible event of a DOE license application. A program of regulatory analysis related to a potential repository at Yucca Mountain, including but not limited to performance confirmation, will be conducted consistent with the availability of funding to assist NRC in (1) development of licensing tools and technical bases, (2) development of independent understanding of processes and conditions affecting repository performance, and (3) maintenance of an independent confirmatory regulatory analysis support capability. In addition, the Center shall provide technical assistance to support the NRC in other areas described herein, as required.

In accordance with the provisions of the current OFPP and related regulations and procedures attendant to the conduct of work by an FFRDC on behalf of its Sponsor, the Center will exercise its independence and initiative by offering professional advice and counsel on technical matters pertaining to development, allocation and execution of technical assistance and regulatory analysis support work to be accomplished under its Charter. This will include, but not be limited to, the effective and efficient utilization of Center Charter program staff technical knowledge and experience in the selection, application and evaluation of approaches, methodologies and rationale for initiation, prioritization and conduct of new and existing work, irrespective of organizational (NRC or Center) origin.

The Center will utilize its contractually funded opportunities to strengthen the professional knowledge and skills of its staff in order to enhance the quality of such professional advice and counsel during the term of this contract. Center staff will participate in national and international studies and workshops as appropriate (and as approved by NRC) to enhance their expertise and professional reputations.

C.2.3 **The major areas of work for which specific direction may be issued are described below.**

C.2.3.1 **Systems Engineering and Integration, including Technical Support for Regulatory Analysis**

Work under this area may include, but is not limited to: (1) systems engineering and integration applied to the total high-level waste disposal and interim storage systems and subsystems performance, from NRC's regulatory perspective; (2) integration of multi-disciplinary technical reviews, analytical and strategic planning studies, technical support for regulatory analyses, including development and application of a regulatory analysis methodology; (3) development of regulations and standard review plans; (4) integration and assurance of consistency in all Center activities; and suggestions and recommendations relative to the integration of activities involving multiple disciplines and organizational units; (5) review and preparation of environmental documentation; and (6) development and application of regulatory tools, such as, models, codes and performance confirmation methodologies.

C.2.3.2 **Near-Term and Long-Term Performance of Geologic Setting**

Work under this area may include, but is not limited to: (1) site characterization review and evaluation of technical issues associated with geologic stability and near-term and long-term isolation provided or assisted by the geologic setting of a repository; (2) siting of interim storage facilities; (3) review and evaluation of selected plans and reports, and technical feasibility assessments involving high-level waste activities; (4) application of specialized capabilities related to radiological chemical contaminants in groundwater systems, investigation of geochemical parameters and processes, environmental sciences, remote sensing, and geographic information systems, and thermodynamic properties of natural and synthesized minerals, and evaluation of inadvertent human intrusion; and (5) development and application of licensing tools, such as, models, codes, and performance confirmation methodologies.

Tasks involve technical disciplines in earth sciences, such as surface water hydrology, saturated and unsaturated groundwater hydrology, geomorphology, seismology, geophysics, stratigraphy, structural geology, geochemistry, solute transport, natural resource analysis, meteorology/climatology, tectonics, volcanology and utilizing 3-D computer models to both visualize and calculate the behavior of underground structures in fractured rock, faulted regions under variable stress conditions, saturated and unsaturated flow systems, and the distribution and variability of geochemical parameters and processes and remote sensing and geographic information systems. Tasks in the regulatory analysis support areas may involve aspects of site stability, evaluation of the effects of changing geochemical conditions on waste containment systems for hazardous materials or hazardous material waste forms, analysis of groundwater flow, and evaluation of the potential for the movement or release of hazardous chemical or radioactive constituents through the geosphere.

C.2.3.3 Near-Term and Long-Term Performance of Engineered Barrier System

Work under this area may include, but is not limited to: (1) review and evaluation of technical, radiological health and safety issues and design considerations associated with near-term and long-term isolation and containment of waste materials within the engineered barrier system of a geologic repository; (2) designs and operation of interim storage facilities; (3) review and evaluation of selected plans and reports; (4) review and evaluation of the effects of adverse thermal and environmental conditions on engineered barriers and waste forms; (5) technical feasibility assessments involving high-level waste activities; and (6) development and application of licensing tools, such as, models, codes, and performance confirmation methodologies. Tasks involve technical disciplines in areas such as chemical engineering, civil engineering, geotechnical engineering, mining engineering, nuclear engineering, electrochemistry, waste form behavior, material life prediction, reliability, materials science, glass sciences, corrosion engineering, manufacturing technology for metals, ceramic processing, geochemistry, and rock mechanics.

C.2.3.4 Waste Processing or Solidification Systems

Work under this area may include, but is not limited to: (1) review and evaluation of technical issues associated with waste processing or solidification systems for waste forms that will be disposed in the proposed repository; (2) review and evaluation of technical issues related to worker and public health and safety and environmental protection associated with such processing or solidification systems; and (3) determinations with respect to whether certain wastes are high-level or non-high-level wastes.

Tasks involve technical disciplines in areas such as chemical engineering, waste form characterization and performance, nuclear materials processing, environmental science, glass science, off-glass treatment, corrosion engineering, nuclear engineering, structural and geotechnical engineering.

C.2.3.5 Interim Storage and Repository Design, Construction and Operation

Work under this area may include, but is not limited to: (1) review and evaluation of technical issues design considerations, and human reliability issues associated with the licensing, construction, and operational performance, including radiological protection aspects, of interim storage facilities, and a high-level waste geologic repository; (2) review and evaluation of selected plans and reports, and technical feasibility assessments involving high-level waste activities; (3) laboratory and field research related to the stability of underground openings; and (4) development and application of licensing tools, such as, models, codes, and performance confirmation methodologies. Tasks involve technical disciplines in geotechnical engineering, mining engineering, health physics, structural analysis, seismic design, surface-water hydrology, nuclear engineering, human reliability assessment, risk assessment, and operational safety assessment.

C.2.3.6 Regulatory Analysis Support

Consistent with availability of funding and associated priorities, regulatory analysis support tasks may be assigned in areas that include, but are not limited to the following: (1) emerging areas where analysis, development of calculation methodologies, or other exploratory work is needed to evaluate areas of high sensitivity to safety or risk; (2) evaluation of the results of regulatory analysis support conducted by NRC, DOE, their contractors, and others; and (3) new topics that may result from interactions with

review or oversight groups such as the Advisory Committee on Nuclear Waste, the Nuclear Waste Technical Review Board, and the National Research Council of the National Academies. Work in this area will consider the ongoing investigation of the potential repository site by DOE, the State, and other parties, the regulatory program of the NRC, and rule-making and related activities of the Environmental Protection Agency. Regulatory Analysis Support shall be conducted, as necessary, in each of the broad areas of geologic setting; engineered barrier systems; interim storage and transportation; repository design, construction and operations; performance assessment; performance confirmation; environmental assessment; and related disciplines.

C.2.3.7 **CNWRA Operations**

Work under this area may include, but is not limited to, the development and implementation of necessary administrative, financial, management, and quality assurance procedures and practices needed to successfully operate a FFRDC. Activities will encompass: (1) providing management and technical support; (2) Information Management Systems (IMS), records retention and input to the Licensing Support Network (LSN) [see also the scope of work described under section C.2.3.11 HLW Licensing Support Network (LSN)]; (3) developing and sustaining technical analytical, and regulatory capabilities; (4) assisting NRC with its knowledge management program and conducting related activities at the CNWRA; (5) hiring, training, and retention of staff; (6) developing and maintaining Operations Plans, and Management Plan (including a Staffing Plan); (7) performing analyses of policy, environmental, socio-economic, institutional, and legal matters applied to NWPA waste management issues; (8) conducting strategic planning studies, including analyses of alternative approaches; and (9) conducting internal quality assurance.

C.2.3.8 **Performance Assessment**

Work under this area may include, but is not limited to: (1) review and evaluation of the technical issues associated with the performance assessment (PA) of the potential repository system and any interim storage facilities; (2) review and evaluation of selected plans and reports; (3) technical assessments including sensitivity and uncertainty analyses for understanding and identifying the importance of processes and parameters associated with facility performance; (4) assistance in public outreach and communication activities; and (5) development and application of regulatory tools, such as models, codes, and performance confirmation methodologies.

Tasks include technical support for the resolution of performance assessment licensing issues; development of conceptual and mathematical models; development maintenance, and configuration management of a library of computer codes; pathway dose assessment; and radiological health and safety assessment.

C.2.3.9 **Environmental Review Activities**

Work under this area may include, but is not limited to: (1) review (and development, if requested) of draft, final and supplementary Environmental Impact Statements (EISs) and Environment Assessments (EAs) for a proposed NRC-licensed HLW Repository, HLW transportation and other activities under NWPA that may require such statements or assessments; and (2) preparation of comments documenting those reviews. Tasks would involve technical disciplines in areas such as environmental science and engineering; geosciences; cultural, natural, and economic resources; land use; dose

and risk assessment; transportation; environmental justice; and socio-economics.

C.2.3.10 **External Quality Assurance**

Work under this area may include, but is not limited to: (1) performing observation(s) and audit(s) of DOE; (2) conducting quality assurance on-site visits and verifications; (3) providing expert advice to NRC staff on its annual updates of the QA Review Plan and technical positions on quality assurance; and (4) reviewing DOE management control documents and revisions to previously approved quality assurance plans for DOE program participants/contractors.

C.2.3.11 **HLW Licensing Support System Network (LSN)**

Work under this area includes, but is not limited to: (1) project management support for the LSN (e.g., evaluation of issues related to design, development, quality assurance, and operation of the LSN); (2) assistance in development of procedures and standards for the submission of documentary materials, including compliance evaluation and protocols for access to technical data; (3) maintenance and implementation of LSN guidance documents; and (4) support related to LSN workload processing, distribution, and volume assessment.

C.2.3.12 **Inspection Program Related to Yucca Mountain and other NWPA-related Programs**

Work under this area may include, but is not limited to: (1) developing NRC Inspection Procedures; (2) supporting inspections of DOE Yucca Mountain and other NWPA-related programs and facilities; and (3) reviewing and evaluating technical issues associated with safe construction and operation of those facilities. Work involving contractor support and participation on an inspection such as preparing for the inspection, performing the inspection, and preparing the input for the inspection report shall be in accordance with applicable NRC Manual Chapters and Inspection Procedures.

C.2.3.13 **Interim Storage and Transportation**

Work under this area may include, but is not limited to: (1) review and evaluation of technical issues and design considerations associated with the licensing of NWPA-related spent fuel storage casks and facilities and the certification of NWPA-related transportation packages, including certification of spent fuel transport packages and spent fuel storage cask designs, to be used as part of the DOE transport, aging and disposal (TAD) spent fuel management program; (2) review and evaluation of selected DOE or other NWPA-related plans and reports; (3) technical feasibility assessments; (4) policy issues, strategic planning studies, as well as environmental, socio-economic, institutional and legal analyses applied to NWPA waste transportation issues, and (5) assistance in public outreach and communication activities.

Tasks involve technical disciplines in areas such as risk assessment, route planning, accident analyses and modeling.

C.2.3.14 **Performance Confirmation**

Activities under this program area include, but are not limited to: (1) review and evaluation of related DOE or other NWPA-related plans and reports; (2) independent studies on related topics to support NRC evaluations and decisions; and (3) analysis of related policy issues. Tasks involve all of the technical disciplines associated with C.2.3.1, C.2.3.2, C. 2.3.3., C. 2.3.5 and C.2.3.8, which address the primary areas subject to confirmation.

C.2.3.15 **NWPA-Related Reviews of Non-HLW Determinations**

Activities under this area may include, but are not limited to: (1) review DOE's technical analysis and associated documentation related to their non-HLW determinations; (2) provide input to NRC staff for requests for additional information; (3) provide support in the development of Technical Evaluation Reports; (4) provide support to NRC in its monitoring role, including reviewing monitoring reports , assisting in the development of NRC monitoring plans, participating in on-site audits at DOE facilities, providing input to compliance reports; and (5) assist in the analysis of cross cutting technical issues and development of multi-agency material.

C.3 Operations Plans

The Center shall perform the work under approved Operations Plans as revised through periodic guidance, which reflect the mutually agreed upon scope and spending plan for the work in each major area of work.

C.4 Meetings

The Center shall participate in NRC meetings as follows:

C.4.1 Technical Meetings and Other Formal Contractual Meetings

The Center shall participate at meetings in which NRC plans to provide technical direction or discuss technical work done or being proposed by the Center. Such meetings are scheduled and chaired by the NRC in accordance with an agenda coordinated with the Center. Only the NRC is authorized to issue technical direction, work directives or otherwise change the requirements of this contract in accordance with specific limitations of authority herein.

C.4.2 Management Meetings

When required by NRC, the Center shall participate in management meetings. Often held in conjunction with, but, where appropriate, separate from, technical direction meetings, these meetings are held for the purpose of discussing the conduct of the contracted effort with Center management officials. During these meetings the Center shall brief the NRC regarding any problems encountered and/or problems anticipated and their effect on the terms of the contract. Modifications and/or the addition of new required work to the contract and revised program element plans also will be discussed jointly and the NRC may decide on any necessary changes. The Contracting Officer will issue a written directive to the Center based on changes agreed to at the meeting.

C.4.3 HLWRS Management Board

The role of the HLWRS Management Board (the Board) is to improve overall integration of the HLWRS program. The SwRI Division Vice President and Center President shall participate, as advisors, in periodic meetings and shall provide information and advice to the NRC staff in various technical areas which fall within the scope of this contract. Other members of the Center management and staff may be asked by the Board to attend some Board meetings in order to provide information to support specific agenda topics.

C.4.4 Technical Exchange Meetings with NRC Contractors

The Center, with prior coordination with the NRC, shall establish and conduct meetings for the purpose of exchanging technical information with other NRC contractors and subcontractors. Unless otherwise notified by the NRC CNWRA Program Manager (PM), NRC CNWRA Deputy Program Manager (DPM), or NRC Program Element Manager (PEM), the Center shall provide minutes and distribute them to the NRC and the contractor(s).

C.4.5 Technical Exchange Meetings with Licensees, States and Tribes

When required by the NRC, the Center shall participate in meetings with licensees, States, tribes, and/or other governmental agencies, including their contractors, and in the associated regulatory proceedings.

C.4.6 Other Meetings

As requested, the Center shall participate in other meetings, including but not limited to, Office, Division, Branch, Section, and project-specific meetings

Section D - Packaging and Marking

Any shipments to the NRC shall be packaged by the contractor in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the contractor shall clearly identify the contract number, Operations Plan, Project Plan, Key Technical Issue (KTI), if applicable, and individual (NRC Contracting Officer/NRC Program Element Manager/Project Officer) for which the product is being provided (See F.2 for Place of Delivery).

Section E - Inspection and Acceptance

E.1 Place of Inspection and Acceptance

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made at the destination.

E.2 Quality Assurance

All work (e.g., data collection, analyses, computations, methods, etc.) conducted under this contract shall be performed in accordance with an accepted quality assurance program addressing the criteria of 10 CFR Part 50, Appendix B, 10 CFR Part 63, Subpart G, 10 CFR Part 71, Subpart H, 10 CFR Part 72, Subpart G, and other NRC requirements as may apply to the specific scope of work, as appropriate, the guidance of the NRC Review Plan for High-Level Waste Quality Assurance Program Descriptions applicable to regulatory analysis support and technical assistance, and the applicable requirements of ANSI/ASME NQA-1-1986. The program shall be established, implemented, and maintained as specified in a documented quality assurance manual, plans, and procedures. In addition, if standard test or calibration procedures are employed (e.g., ASTM standards), these should be cited in the program or associated implementing procedures. As appropriate, the work and results should receive exposure in the scientific community through publication of results in referenced journals, or through peer reviews, or both. All planned publications shall be submitted to NRC in accordance with Clause H.3, Dissemination of Contract Information.

E.3 FAR Citations

The contractor shall refer to Section I, Clause No. 52.252-2 for citations incorporated by reference.

Section F - Deliveries and Performance

F.1 Reports, Documentation and Other Deliverable End Items

F.1.1. Operations Plans

In the development of Operations Plans, the Center shall introduce recommended approaches, methodologies and rationale for initiation, prioritization and conduct of new and existing work. Any recommendations, especially for new work, shall be provided based on the state-of-the-art knowledge and experience specific to the areas of special competency manifest in the Center.

One Operations Plan shall be developed for each Job Code (unless otherwise approved by the CO), with a separate technical program description section for each major area of work. Once the Operations Plan is approved by NRC, the Contracting Officer (CO) will issue a directive to initiate work in accordance with the approved Operations/Project Plan. The Operations Plans shall be consistent with the guidance issued by the NRC.

F.1.2 Deliverable Requirements

A deliverable schedule shall be specified in each Operations Plan.

F.1.3 Spending Plan

The Center shall submit spending plans for each Operations Plan, which shall project the estimated cumulative amount of costs to be incurred relative to percentage of work to be completed for each four week period through completion of Operations Plans. The Center shall update the spending plans when required by the CO.

F.1.4 Information to be Furnished by NRC

The Center shall immediately identify any NRC decisions or input required to accomplish the contract requirements and the date by which the NRC decision/input must be communicated/provided to the Center so as not to incur cost or schedule impacts.

F.1.5 Periodic Progress Report

The contractor shall prepare a periodic progress report for each four week period addressing the status for each approved major area of work. Such report, identified as the Program Manager's Periodic Report (PMPR), shall be submitted within two weeks following the reporting period to:

NRC CNWRA Program Manager, NMSS - thirty-five (35) copies
Contracting Officer DC/ADM - one (1) copy
Other NRC management and staff as may be specified from time to time by the NRC CNWRA Deputy Program Manager or the NRC Contracting Officer

The reports shall include: title of the contract; the contract number, the Job Codes, the period of performance; the reporting period and an Executive Summary. It shall contain the following sections:

Project Status Section

(a) Technical

Provide current status of each major area of work showing current work and anticipated activity in the subsequent fiscal period. Indicate deliverables submitted for approval during the current period. Include the submission date, currently approved due date, and, if appropriate, the original due date of deliverables submitted during the period covered by the PMPR in the narrative for each major area of work. Information regarding deliverables may be provided in tabular form.

(b) Management Issues

(c) Major Problems

(d) Summary of Schedule Changes

A table should be included in the report listing schedule changes for each intermediate milestone (IM) which occurred during the preceding period or are anticipated to occur during the subsequent period. These changes should be coordinated and verbally approved by the appropriate PEM. The table should include the milestone number, type (IM or major milestone (MM)), description, current due date, requested revised date, and reason for request for Change in Schedule. The table may also include major milestone delay requests if the report will be received in sufficient time for the NRC to provide a written response before the current due date of the deliverable.

(e) Financial Status Summary

(i) Provide a summary of the current contract financial status.

(ii) Provide a listing of the Center core staff.

(f) Property Status

(1) List equipment/property (as defined in Section H.26 (b) of this contract) acquired during the month with an acquisition cost of between $500 and $49,999. Give the item number for the specific piece of equipment.

(2) Provide a separate list of equipment/property (as defined in Section H.26 (a)) acquired for the project during the month with an acquisition cost of $50,000 or more. Provide the following information for each item of equipment/property: item description or nomenclature, manufacturer, model number, serial number, acquisition cost, and receipt date. If no property was acquired during the month, include a statement to that effect. Note: The same information shall be provided for any component or peripheral equipment that is part of a "system or system unit."

(3) The Period 13 PMPR report shall provide a cumulative listing of equipment/property (as defined in Section H.26 (a)) with an acquisition cost of $50,000 or more showing the information specified in paragraph (f)(2) of this clause.

(4) The final PMPR report of the five year contract period shall provide a closeout equipment/property report containing the same elements as described above for the monthly reports for all equipment/property (as defined in Section H.26) purchased with NRC funds regardless of value unless title has been vested in the contractor. If no equipment/property was acquired under the contract, provide a statement to that effect. The report should note any equipment/property requiring special handling for security, health, safety, or other reasons as part of the report.

(g) License Fee Cost Recovery Status Section

Pursuant to the provisions of 10 CFR Parts 170 and 171 on fees, provide the total amount of funds costed during the period and fiscal year to date for each task or task assignment (which is license fee recovery work) by facility or topical report. The Certificate Fee Recovery Status Report must be on a separate page as part of the periodic report for the task, and must be in the format provided (See Attachment 21). Cost must be properly apportioned by docket number and TAC number to the appropriate site.

There should be only one Certificate Fee Recovery Cost Status table per job code. The facilities should be identified by docket number and TAC number, and costs should be reported as whole numbers rounded to the nearest dollar. For work that involves more than one site, each site should be listed separately and the costs should be split appropriately between the sites. Common costs as defined below, must be identified separately in the Certificate Fee Recovery Cost Status table each period and must be divided among all plants worked on under the program during the period. The total of the period costs reported in the Certificate Fee Recovery Cost Status table should equal the total of the period costs reported in the periodic progress report. In the event the totals of the costs reported in these two tables are not equal, an explanation for the variance should be given as a footnote to the Certificate Fee Recovery Cost Status table.

Common costs are those costs associated with the performance of an overall program that benefits both sites covered under that program or that are required to satisfactorily carry out the program. Common costs include costs associated with the following: preparatory or start-up efforts to interpret and reach agreement on methodology, approach, acceptance criteria, regulatory position, or technical reporting requirements; efforts associated with the "lead site" concept that might be involved during the first one or two plant reviews; meetings and discussions involving the above efforts to provide orientation, background knowledge, or applied to a category of plants; and project management. On a periodic (every four week) basis, the common costs for each period must be apportioned to the costs incurred during the period for each of the sites for which work was performed.

(h) Notification for H.16.3

In accordance with clause H.16.3, the Center shall provide notification, in advance of performing the work, of all work for others performed under that clause. The notification shall include a brief description of the work, level of effort, period of performance, and shall briefly address each of the criteria noted in paragraph 2 of H.16.3.
(i) If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as support to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause (FAR 52.232-22).

F.1.6 Technical Reports

All technical reports required under this contract will be specified in the individual Operations Plans and shall be submitted in accordance with NRC Handbook 3.8, Attachment 9, unless otherwise specified. NRC will designate the security or sensitive-unclassified status of such reports and deliverables.

The NRC PEM shall comment within 15 working days after submission of each report; these comments shall be addressed in the final reports or revisions thereto. When formal final reports that NRC would publish (i.e., NUREGs) are requested and approved by NRC, the reports shall be submitted in camera-ready copy for NRC publication to the NRC PEM/Project Officer. Concurrently, photo copies shall be sent to the NRC CNWRA PM, NRC CNWRA DPM, NRC PEM/PO and CO.

F.1.7 Annual Review

The Center shall provide an annual review of the major program areas as requested by the NRC. This review will serve to: (1) evaluate progress made in the previous fiscal year, (2) indicate any adjustments warranted in the Center's opinion, and (3) allow NRC to advise the Center on areas of emphasis and/or modification to the Center's originally submitted Operations Plan.

F.1.8 Technical Comments and Recommendations

A. As a result of its review and evaluation activities relating to existing work, the Center shall provide comments and recommendations in writing to the NRC CNWRA PM/NRC CNWRA DPM and/or NRC PEM along with a copy to the CO that represent an independent technical assessment for his/her consideration.

The technical comments and recommendations shall include the reasons for the recommendation and define the proposed change in appropriate form to facilitate implementation by the NRC.

Pursuant to its Charter, the Center shall provide independent suggestions and recommendations concerning new work that will, in the opinion of the Center, benefit the NRC in the execution of its responsibilities under the NWPA.

When a recommendation introduces new work and/or requires changes to existing work, it shall include:

(a) A description of the new work and/or modification to existing work resulting from a thorough evaluation of current major areas of work.

(b) A rationale for such suggestions and/or recommendations including a delineation of their cost and benefits, and

(c) Any schedule impacts, that would occur as a result of adopting these suggestions and/or recommendations.

B. The NRC CNWRA PM/NRC CNWRA DPM and/or NRC PEM will review the potential effects of the Center's technical comments and recommendations on these specific programs. After considering all other relevant factors, the NRC CNWRA PM/NRC CNWRA DPM or NRC PEM may, when appropriate, determine that a change in a particular program is necessary to assure timely and economical accomplishment of program objectives, consistent with mission requirements. Any required changes will be issued in a directive by the CO. When appropriate, prior to issuing direction, the NRC CNWRA PM/NRC CNWRA DPM and NRC PEM together with the CO will review the proposed change with the appropriate Center staff.

C. If the Center's corresponding Element Manager (EM) believes that the NRC technical decision is not in the best interest of the particular program, he/she shall inform the NRC PEM and the NRC CNWRA PM/NRC CNWRA DPM. If the issue is not resolved at the Element Level, the Center's EM may request Center senior management to initiate a higher level management review with the NRC. Center's senior management would then discuss the issue with the NRC Technical Sponsor. If resolution is not attained at that level, Center senior management should request the NRC CNWRA PM/NRC CNWRA DPM to refer the issue to the NRC's Center Review Group (CRG). Implementation of the decision may, at the discretion of the NRC CNWRA PM be withheld pending the reviews. If not otherwise resolved, ultimate referral shall be to the Director, NMSS, and the President of the Center. In the event that agreement is not reached at this level, the Center will document its recommendations for inclusion in the NRC official Center contract file. Nevertheless, the decision of the Director, NMSS, will be final (see F.5 and Attachment 18).

F.1.9 Electronic Format

The Center shall submit documentation to the NRC in electronic format in accordance with Attachment 12, entitled "Contractor Procedures for Submitting Documentation to the NRC in Electronic Format".

F.2 Place of Delivery

Interim and final deliverables shall be furnished with all transportation charges paid by the contractor to:

A. NRC CNWRA Deputy Program Manager (1 copy)
NRC CNWRA Program Assistant (1 copy)

Regular Mail

U.S. Nuclear Regulatory Commission
ATTN: NRC CNWRA Deputy Program Manager/NRC CNWRA Program Assistant
Division of High Level Waste
Repository Safety, NMSS
Mail Stop: EBB 2B2
Washington, D.C. 20555

Express Mail/Physical Delivery

U.S. Nuclear Regulatory Commission
ATTN: Lawrence E. Kokajko, Director
Division of High Level Waste
Repository Safety, NMSS
Two White Flint North
11545 Rockville Pike, Mail Stop: EBB 2B2
North Bethesda, Maryland 20852

H. NRC Contracting Officer (1 copy)
Regular Mail

U.S. Nuclear Regulatory Commission
ATTN: NRC Contracting Officer
Division of Contracts
Mail Stop: T 7I2
Washington, D.C. 20555

Express Mail/Physical Delivery

U.S. Nuclear Regulatory Commission
ATTN: NRC Contracting Officer
Division of Contracts, Mail Stop T7I2
Two White Flint North
11545 Rockville Pike
North Bethesda, Maryland 20852

C. Individual NRC PEMs and POs named in each element when the directive is issued.

F.3 Period of Performance

In order to provide program continuity, NRC desires to use the contractor as the operator for the Center throughout the duration of the NRC program under NWPA (estimated over twenty years). The original contract for this program support commenced on October 15, 1987 and expired on October 14, 1992. The first renewal period was October 15, 1992 - September 26, 1997. The second renewal period was from September 27, 1997 through September 27, 2002. The third renewal period was from September 28, 2002 through September 28, 2007. The period of performance for this contract shall be September 29, 2007 through September 28, 2012. The term of the contract may be renewed following conduct of a comprehensive review of the use and need for the Center and will not exceed five-year increments. Each Operations Plan for directed work shall specify its own duration which shall not exceed the current contract period.

F.4 FAR Citations

The contractor shall refer to Section I, Clause No. 52.252-2 for citations incorporated by reference.

F.5 Resolving NRC Contractor Differing Professional Views (DPVs)

(A) The Nuclear Regulatory Commission's (NRC) policy is to support the contractor's expression of professional health and safety related concerns associated with the contractor's work for NRC that may differ from a prevailing NRC staff view, disagree with an NRC decision or policy position, or take issue with proposed or established agency practices. An occasion may arise when an NRC contractor, contractor's personnel, or subcontractor personnel believes that a conscientious expression of a competent judgement is required to document such concerns on matters directly associated with its performance of the contract. The NRC's policy is to support these instances as Differing Professional Views (DPVs).

(B) The procedure that will be used provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns associated with the mission of the agency by NRC contractors, contractor personnel, or subcontractor personnel on matters directly associated with its performance of the contract. This procedure may be found in Section J (Attachment 18) of this contract. The contractor shall provide a copy of the NRC DPV procedure to all of its employees performing under this contract and to all subcontractors who shall, in turn, provide a copy of the procedure to its employees. The prime contractor or subcontractor shall submit all DPVs received but need not endorse them.

Section G - Contract Administration Data

G.1 2052.216-71 Indirect Cost Rates (Jan 1993)

A. Pending the establishment of final overhead rates which shall be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable indirect costs as follows:

CATEGORY	RATE	COST BASE	APPLICABLE PERIOD
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
	66%	same as above	2/12/07 - until revised
Overhead for Institute Employees	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	5/28/04-2/22/07
	49%	direct labor	2/23/07-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 - 2/22/07
	2.7%	same as above	2/23/07-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- until revised. 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.

G.2 Technical Direction

G.2.1. - Definition

A. The term "Technical Direction" is defined to include the following:

1. Technical direction to the Center which shifts work emphasis within the Job Code/major program area/task, requires pursuit of certain lines of inquiry, authorizes travel which was unanticipated in the Operations Plan, fills in details or otherwise serves to accomplish the scope of work for the directive.

2. Providing advice and guidance to the Center in the preparation of drawings, specifications or technical portions of the work description.

3. Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Center to the Government under the contract.

B. Technical direction must be within the stated scope of work. Project Officers, Program Element Managers, Technical Assistance Sponsors, the NRC CNWRA Program Manager, and the NRC CNWRA Deputy Program Manager do not have the authority to and may not issue any technical direction which:

1. Constitutes an assignment of additional work outside the general scope of the individual job code/major program area/task.

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 fee, if any, or the time required for completion of the individual job code.

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

5. Constitutes a personal services relationship.

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

C. ALL TECHNICAL DIRECTION MUST BE ISSUED IN WRITING BY THE PROJECT OFFICER, PROGRAM ELEMENT MANAGER, TECHNICAL ASSISTANCE SPONSORS, NRC CNWRA PROGRAM MANAGER, AND NRC CNWRA DEPUTY PROGRAM MANAGER OR MUST BE CONFIRMED BY SUCH PERSON IN WRITING (INCLUDING E-MAIL) WITHIN TEN (10) WORKING DAYS AFTER VERBAL ISSUANCE. A copy of such written technical direction shall be submitted to the respective NRC Program Element Manager, NRC CNWRA Program Manager, NRC CNWRA Deputy Program Manager, NRC Contracting Officer, Center President and Center Assistant Directors.

D. The Center shall proceed promptly with the performance of technical directions duly issued in the manner prescribed by this article and within such person's authority under the provisions of this article.

E. If, in the opinion of the Center, any instruction or direction or revision issued is within one of the categories as defined in B.1 through 6 above, the Center shall not proceed but shall notify the NRC Contracting Officer (CO) in writing within five (5) working days after the receipt of any such instruction or direction and shall request the NRC CO to modify the contract accordingly. Upon receiving such notification from the CNWRA, the NRC CO shall, with the assistance of the NRC CNWRA PM and NRC CNWRA DPM, investigate the circumstances. If it is determined by the NRC CO that the technical direction is within the scope of this article (G.2.1.A.1-3) and does not constitute a change under the Changes Clause, this information will be provided to the Center in writing. If it is determined that it is outside of the scope (G.2.1.B.1-6), the NRC CO may (a) issue an appropriate contract modification; or (b) issue a directive indicating that the technical direction is null and void.

F. Any unauthorized commitment or direction issued may result in an unnecessary delay in the Center's performance, and may even result in the Center expending funds for unallowable costs under the contract.

G. 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 thereto shall be subject to FAR Clause 52.233-1, entitled "Disputes".

H, In addition to providing technical direction as defined above, the project officers, program element managers, technical assistance sponsor, NRC CNWRA Program Manager, and NRC CNWRA Deputy Program Manager shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the CO 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 CO recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear

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 Operations 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:

High-Level Waste Repository Safety

Center Element	Program Element Manager	Project Officer
Center Operations	Deborah DeMarco	Deborah DeMarco
Licensing Support Network	King Stablein	Alicia Mullins
Internal Quality Assurance	Melanie Wong/ Tom Matula Designee	Tom Matula
External Quality Assurance	Melanie Wong/ Tom Matula Designee	Tom Matula

Yucca Mountain EIS	Melanie Wong/ C. Schulte Designee	Christine Schulte
HLW Public Outreach	King Stablein/ Janet Kotra Designee	Janet Kotra
Performance Confirmation	Jack Guttman/ Jeffrey Pohle Designee 1	Jeffrey Pohle
Inspection Program	Melanie Wong/ Tom Matula Designee 1	Tom Matula
Quantity and Chemistry of Water Contacting Engineered Barriers and Wasteforms	Jack Guttman/ David Brooks Designee 1 James Rubenstone Designee 2	David Brooks
RN Release Rates and Solubility Limits	Sheena Whaley/ Tae Ahn Designee 1 James Rubenstone Designee 2	Tae Ahn
RN Transport/Unsat. Zone	Jack Guttman/ John Bradbury Designee 1/ Randy Fedors Designee 2 James Rubenstone Designee 3	John Bradbury Randy Fedors
RN Transport/Sat. Zone	Jack Guttman/ John Bradbury Designee 1/ Jeffrey Pohle Designee 2 James Rubenstone Designee 3	John Bradbury
Climate and Infiltration	Jack Guttman/ Randy Fedors Designee 1/ Jeffrey Pohle Designee 2 James Rubenstone Designee 3	Randy Fedors Jeffrey Pohle
Flow Paths in the Unsat. Zone	Jack Guttman/ Randy Fedors Designee 1/ Jeffrey Pohle Designee 2 James Rubenstone Designee 3	Randy Fedors Jeffrey Pohle
Flow Paths in Sat. Zone/ Concentration of RN in Groundwater	Jack Guttman/ Randy Fedors Designee 1/ Jeffrey Pohle Designee 2 James Rubenstone Designee 3	Randy Fedors Jeffrey Pohle
General Information	Jack Guttman/ Philip Justus Designee 1 James Rubestone Designee 2	Philip Justus
Volcanic Disruption of the Waste Package	Jack Guttman/ John Trapp Designee 1 James Rubenstone Designee 2	John Trapp

Airborne Transport of Radionuclides/ Redistribution of RN in Soil	Jack Guttman/ John Trapp Designee 1 James Rubenstone Designee 2	John Trapp
Degradation of Eng. Barriers	Sheena Whaley Tae Ahn Designee 1 James Rubenstone Designee 2	Sheena Whaley
Preclosure Safety Eval.	Sheena Whaley/ Yong Kim Designee 1 Rosemary Reeves Designee 2 Robert Johnson Designee 3	Robert Johnson
Mechanical Disruption of Engineered Barriers	Sheena Whaley/ Mysore Nataraja Designee 1 James Rubenstone Designee 2	Mysore Nataraja
Methodology and Overall System Performance	Eugene Peters/ Bret Leslie Designee 1 James Rubenstone Designee 2	Bret Leslie
Biosphere Characteristics	Eugene Peters/ Keith Compton Designee 1 James Rubenstone Designee 2	Keith Compton
Support Reg. Framework	King Stablein/ Timothy McCartin Designee	Timothy McCartin
Hearing Support	King Stablein Brian Benny Designee	Brian Benny
Administrative Items - (Vol. 5)	Melanie Wong Kien Chang Designee	Kien Chang
Spent Fuel Storage and Transportation		
Private Fuel Storage	James R. Hall	James R. Hall
Transportation, Aging and Disposal Container Design	Michael Waters	Michael Waters
Analysis of Elevated Roadway Steel Support Beams and Coatings Exposed to a Severe Fire Environment	Earl Easton	Christopher Bajwa
Division of Waste Management and Environmental Protection		
WIR DOE South Carolina and Idaho	Michael Fuller	Deborah DeMarco

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 Program Manager. 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
SFST Sponsor	E. William Brach, Director Division of Spent Fuel Storage and Transportation, NMSS
DWMEP Sponsor WIR	Larry W. Camper, Director Division of Waste Management and Environmental Protection, FSME
FCSS Sponsor	Robert C. Pierson, Director Division of Fuel Cycle Safety and Safeguards, NMSS

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: EBB 2-B-2
Washington, D.C. 20555
Telephone Number: (301) 492-3165

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: EBB 2-B-2
Washington, D.C. 20555
Telephone Number: (301) 492-3143

G.5 Travel Reimbursement

A. Travel need not be approved by the cognizant NRC PEM in advance, provided that it was included in the currently approved Operations Plans and will not result in charges to NRC in excess of those negotiated for that job code. The Center shall coordinate all other travel plans in advance with the appropriate NRC

PEM/PO. It is recognized that there will be certain trips which will involve more than one Operations Plan. The cost of these trips will be shared by the affected plans.

B. The contractor is encouraged to use Government contract airlines, AMTRAK rail service, and discount hotel/motel properties in order to reduce the cost of travel under this contract. The Contracting Officer, upon request, will provide each traveler with a letter of identification which is required in order to participate in this program. The Federal Travel Directory (FTD) identifies carriers, contract fares, schedules, payment conditions, and hotel/motel properties which offer their services and rates to Government contractor personnel traveling on official business under this contract. The FTD, which is issued monthly, may be purchased from the U.S. Government Printing Office, Washington, DC 20402.

C. The contractor will be reimbursed only for those travel costs incurred that are directly related to this contract and which are allowable subject to the limitations prescribed in FAR 31.205-46.

D. Reasonable travel costs for regulatory analysis support and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

E. When the Government changes the Federal Travel Regulations, it is the responsibility of the Contractor to notify the CO in accordance with the Limitation of Cost clause of this contract if the contractor will be unable to make all of the approved trips and remain within the cost and fee limitations of this contract.

F. All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63, "Preference for U.S. Flag Air Carriers." The contractor shall submit NRC Form 445 to the NRC no later than 30 days prior to the commencement of travel. In order to receive reduced rates, a 30 days advanced booking is expected. Along with NRC Form 445s, the Center shall provide copies of papers or abstracts to be presented, and documentation of the travel, consistent with NRC policy for foreign travel. (See attachment 26)

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.

Adams, G	Ghosh, A	Lenhard, R	Painter, S	Stamatakos, J
Adams, N	He, X	Mackin, P	Pan, Y	Stothoff, S
Benke, R	Hooper, D	Manepally, C	Patrick, W	Sun, A
Bertetti, P	Howard, L	McMurry, J	Pearcy, E	Turner, D
Brient, R	Hsiung, S	Mohanty, S	Pensado, O	Wilt, T
Chowdhury, A	Ibarra, L	Myers, J	Pickett, D	Winterle, J
Dasgupta, B	Janetzke, R	Ofoegbu, G	Povetko, O	Wittmeyer, G
Dubreuilh, P	Juckett, M	Osidele, O	Sagar, B	Axler. K
Durham, J	LaPlante, P	Pabalan, R	Simpkins, A	

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.

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 approved Operations Plans, the contractor shall immediately notify the CO and shall, subject to the concurrence of the CO or his/her authorized representative, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

C. Each request for approval of substitutions hereunder 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 by the CO or needed by him/her to evaluate the proposed substitution. The CO and his/her authorized representative will evaluate such requests and promptly notify the contractor of his/her decision in writing.

D. If the CO 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 CO for default or for the convenience of the Government, as appropriate. If the CO 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.

H.2 2052.235-71 Safety, Health, and Fire Protection (Jan 1993)

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of its employees and of members of the public, including NRC employees and contractor personnel, and to minimize danger from all hazards to life and property. The contractor shall comply with all applicable health, safety, and fire protection regulations (including reporting requirements) of the Commission and the Department of Labor. If the contractor fails to comply with these regulations or requirements, the CO may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work. Thereafter, a start work order may be issued at the discretion of the CO. The contractor may not make a claim for an extension of time or for compensation or damages by reason of, or in connection with, this type of work stoppage.

H.3 Dissemination of Contract Information

(a) The contractor shall comply with the provisions of NRC Management Directive 3.8 (Vol. 3, Part 1), NRC Handbook 3.8 (Parts I-IV), and NRC Management Directive 3.9 regarding publication in refereed scientific and engineering journals or dissemination to the public of any information, oral or written, concerning the work performed under this contract, except as provided below. Failure to comply with this clause shall be grounds for termination of this contract.

(b) It is the NRC's policy to encourage publication of scientific and technological advances and information developed under its contracts in refereed journals and/or through peer reviews. However, the contractor shall not publish, permit to be published, or disseminate to the public any information, oral or written, concerning the work performed under this contract without the prior written

approval of the NRC CNWRA DPM.

The contractor shall not use classified or sensitive unclassified information or knowledge developed under NRC contracts to assist in its independent activities related to non-NRC work for others.

(c) The CNWRA 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 CNWRA 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 CNWRA 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 High-Level Waste Repository Safety Program (HLWRS)**

The following "disclaimers" may be used in Yucca Mountain High-Level Waste publications authored by NRC or the 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]

<u>Authored by CNWRA staff:</u>

This [paper/poster/presentation] describes work performed by the Center for Nuclear Waste Regulatory Analyses (CNWRA) and its contractors for the U.S. Nuclear Regulatory Commission (USNRC) under Contract No. NRC-02-07-006. The activities reported here were performed on behalf of the USNRC Office of Nuclear Material Safety and Safeguards, Division of High-Level Waste Repository

Safety (or, insert the name of other NRC Office and Division for which the work was done). This [paper/poster/presentation] is an independent product of the CNWRA and does not necessarily reflect the view or regulatory position of the USNRC.

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 (or, insert the name of another NRC activity that is addressed by the work that was done).

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) and its contractors for the U.S. Nuclear Regulatory Commission (USNRC) under Contract No. NRC-02-07-006. The activities reported here were performed on behalf of the USNRC Office of Nuclear Material Safety and Safeguards, Division of High-Level Waste Repository Safety (or, insert the name of other NRC Office and Division for which the work was done). This [paper/poster/presentation] is an independent product of the CNWRA and does not necessarily reflect the view or regulatory position of the USNRC. The USNRC 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 (or, insert the name of another NRC activity that is addressed by the work that was done).

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 USNRC.

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 (or, insert the name of another NRC activity that is addressed by the work that was done).

Joint Publication by Authors from CNWRA and NRC staff:

This abstract is an independent product of the CNWRA and does not necessarily reflect the view or regulatory position of the USNRC. The USNRC 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 (or, insert the name of another NRC activity that is addressed by the work that was done).

(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.

H.5 2052.204-70 Security

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program ;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g. bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the CO, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the CO, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial plans, other (Official Use Only) internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the CO. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

(e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. The term Restricted Data, as used in this clause means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to section 142 of the Atomic Energy Act of 1954 as amended.

(g) Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d. of the Atomic Energy Act of 1954, as amended.

(h) Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production of utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

(i) Security Clearance. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(j) Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data, relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(k) Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the CO, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(l) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classifications to all documents, material, and equipment in accordance with guidance furnished by the contractor.

H.6 Badge Requirements for Unescorted Building Access to NRC Facilities (March 2006)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (PSB/DFS). In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the NRC. The NRC CNWRA DPM shall assist the contractor in obtaining badges for the contractor personnel. All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at:

http://www.usdoj.gov/crt/recruit_employ/i9form.pdf.

It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three business days) delivered to PSB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

H.7 Security Requirements for Access to Classified Matter or Information (July 2007)

Performance under this contract will require access to classified matter or information (National Security Information or Restricted Data) in accordance with the attached NRC Form 187 (See List of Attachments). Prime contractor personnel, subcontractors or others performing work under this contract (who require access to such data) shall require a "Q" security clearance (allows access to Top Secret, Secret, and Confidential National Security Information and Restricted Data) or a "L" security clearance (allows access to Secret and Confidential National Security Information and/or Confidential Restricted Data).

The proposer/contractor must identify all individuals to work under this contract and propose the type of security clearance required for each. The NRC sponsoring office shall make the final determination of the type of security clearance required for all individuals working under this contract.

The contractor shall conduct a preliminary security interview or review for each security clearance contractor, subcontractor employee and consultant and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of security clearance for which the candidate has been proposed. The contractor will pre-screen applicants for the following:

(a) pending criminal charges or proceedings;
(b) felony arrest records including alcohol related arrest within the last seven years;
(c) record of any military courts-martial charges and proceedings in the last seven years and courts-martial convictions in the last ten years;
(d) any involvement in hate crimes;
(e) involvement in any group or organization that espouses extra-legal violence as a legitimate means to an end;
(f) dual or multiple citizenship including the issuance of a foreign passport in the last seven years;
(g) illegal use possession, or distribution of narcotics or other controlled substances within the last seven years;
(h) financial issues regarding delinquent debts, liens, garnishments, bankruptcy and civil court actions in the last seven years.

The contractor will make a written record of their pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (h)), and have the candidate verify the record, sign and date it. Two copies of the signed interview record or review will be supplied to PSB/DFS with the applicant's completed security application package.

The contractor will further ensure that all contractor employees, subcontractor employees and consultants for classified information access approval complete all security applications required by this clause within ten business days of notification by PSB/DFS of initiation of the application process. In unusual situations, the contractor may request the NRC Contracting Officer to approve an extension to the ten day requirement. In the interim, the NRC Contracting Officer may approve the contractor's assignment of another individual to perform the necessary work. Timely receipt of properly completed security applications (submitted for candidates that have a reasonable probability of obtaining the level of security clearance for which the candidate has been proposed) is a contract requirement. Failure of the contractor to comply with this condition may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the contractor. In the event of termination or cancellation, the Government may select another firm for contract award.

Such contractor personnel shall be subject to the NRC contractor personnel security requirements of NRC Management Directive (MD) 12.3, Part I and 10 CFR Part 10.11, which is hereby incorporated by reference and made a part of this contract as though fully set forth herein, and will require a favorably adjudicated Single Scope Background Investigation (SSBI) for "Q" clearances or a favorably adjudicated Limited Background Investigation (LBI) for "L" clearances.

A contractor employee shall not have access to classified information until he/she is granted a security clearance by PSB/DFS, based on a favorably adjudicated investigation. In the event the contractor employee's investigation cannot be favorably adjudicated, any interim approval could possibly be revoked and the individual could be subsequently removed from performing under the contract. If interim approval access is revoked or denied, the contractor is responsible for assigning another individual to perform the necessary work under this contract without delay to the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The individual will be subject to a reinvestigation every five years for "Q" clearances and every ten years for "L" clearances.

The contractor shall submit a completed security forms packet, including the SF-86, "Questionnaire for National Security Positions," and fingerprint charts, through the NRC CNWRA DPM to PSB/DFS for review and submission to the Office of Personnel Management for investigation. The individual may not work under this contract until PSB/DFS has granted them the appropriate security clearance, read, understand and sign the SF 312, "Classified Information Nondisclosure Agreement." The contractor shall assure that all forms are accurate, complete, and legible (except for Part 2 of the questionnaire, which is required to be completed in private and submitted by the individual to the contractor in a sealed envelope), as set forth in NRC MD 12.3. Based on PSB/DFS review of the applicant's investigation, the individual may be denied his/her security clearance in accordance with the due process procedures set forth in MD 12.3, E.O. 12968, and 10 CFR Part 10.11.

In accordance with NRCAR 2052.204-70 cleared contractors shall be subject to the attached NRC Form 187 (See Section J for List of Attachments), MD 12.3, SF-86, and the contractor's signed record or review of the pre-screening which furnishes the basis for providing security requirements to prime contractors, subcontractors or others who have or may have an NRC contractual relationship which requires access to classified information.

CANCELLATION OR TERMINATION OF SECURITY CLEARANCE ACCESS/REQUEST

When a request for clearance investigation is to be withdrawn or canceled, the contractor shall immediately (within 3 business days) notify the PO by telephone in order that he/she can immediately contact FSB/DFS so that the investigation may be promptly discontinued. The notification shall contain the full name of the individual, and the date of the request. Telephone notifications must be promptly confirmed in writing by the contractor to the PO who will forward the confirmation via email to PSB/DFS. Additionally, PSB/DFS must be immediately notified in writing when an individual no longer requires access to Government classified information, including the voluntary or involuntary separation of employment of an individual who has been approved for or is being processed for access under the NRC "Personnel Security Program."

H.8 Employee Conflict of Interest

The contractor shall assure that all Center employees are free from conflicts of interest that may arise from their prior activities, such as being assigned to a position which may involve reviewing any employee's own prior work.

H.9 48 CFR 2052.209-72 Contractor Organizational Conflicts of Interest (Jan 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

(1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and

(2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor as defined in 48 CFR 2009.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer prior to execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate), except where the NRC licensee or applicant requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants that comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the

submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order which includes the technical area and, if site-specific, the site, or when such work violates paragraphs (c) (2), (c) (3), or (c) (4) of this section.

(e) Access to and use of information.

(1) If in the performance of this contract the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)) or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)) or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have, the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 2009.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract, or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 2009.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefore (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting, management support services work, or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor, under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

H.10 Facilities

The laboratory, office, and necessary field facilities of the Center shall be provided by the contractor. If laboratory, field facilities or computers are not available within the Center, the Center must be able to gain access to such facilities when needed. The NRC may however, if it so desires, furnish property for the contractor's use under this contract.

H.11 Day-to-Day Interface

The contractor shall interface on a day-to-day basis with NRC as necessary to facilitate efficient coordination and management.

H.12 Other Contracts - Prior Notification

A. SwRI Proposed Contracts Related to the Nuclear Fuel Cycle

Notwithstanding the provisions of Clause H.9, the contractor shall afford NRC 30 days to review any contemplated new contracts related to the nuclear fuel cycle for work in the United States to assure that (a) no conflict of interest exists with NRC's activities under the Nuclear Waste Policy Act (NWPA), as amended, and (b), for the Center, proper balance and adequate resources will continue to be available for the NRC waste management program. Should NRC object to an anticipated contract, the contractor is prohibited from entering into the contract.

B. SwRI DOE Funded Work

1. Conflict of Interest Review

SwRI is prohibited from performing DOE-funded work that is related to the NWPA. Furthermore, the contractor shall request a COI review on work that meets either of the following criteria:

a) The proposed DOE-funded work may be related to the NWPA or the nuclear fuel cycle, or

b) The proposed DOE-funded work may have direct and/or likely application to the NWPA program.

SwRI is required to notify NRC of any DOE-funded work for which SwRI has been notified of contract award that would cause the numerical goal established in SwRI Administrative Practice (AP)-2 to be exceeded. The notification shall include the steps SwRI plans to take to reduce total net revenue from DOE-funded work to below the numerical goal established in AP-2. NRC's review of this notification may include an organizational COI review due to additional DOE funded work resulting from a new contract award.

2. Goal for SwRI's DOE-funded Work

The contractor is required to comply with NRC approved SwRI Administrative Practice AP-2. SwRI's failure to meet the numerical goal as established in SwRI Administrative Practice AP-2 shall not, by itself, constitute default under this contract.

3. Reporting Requirements for SwRI's Non-NWPA Related DOE Work

SwRI shall submit a complete list or table of all active contracts involving DOE funding twice a year (one report covering SwRI fiscal periods 1-6 and another report covering SwRI fiscal periods 7-13) including client, title of work, estimated dollar amount, and period of performance. All revenue calculations and comparisons with the numerical goal will be based on SwRI DOE actual net revenue, as described in SwRI Administrative Practice AP-2. The report shall also include SwRI total DOE actual gross revenue for the period covered by the report for information purposes only. These reports shall be provided to NRC within 6 weeks after the end of the last period covered by the report.

C. Definition of the term "nuclear fuel cycle"

As used in this clause, the term "nuclear fuel cycle" is defined as follows: The series of steps involved in fabricating and supplying fuel for commercial nuclear reactors. The commercial nuclear fuel cycle includes the mining, milling, and isotopic enrichment of nuclear materials. It includes the fabrication of fuel elements from these materials, and their use in a reactor; the chemical reprocessing to recover the fissionable material remaining in the spent fuel, and the storage and disposal of the nuclear material and its radioactive constituents, refabrication of recycled and/or reprocessed nuclear materials into new fuel elements; and waste disposal of the resulting radiologically contaminated waste products from these processes. At-reactor independent spent fuel storage installations are considered to be part of the nuclear fuel cycle for purposes of clause H.12. However, contracts related to nuclear reactor design, construction, operation, and

inspection associated with the generation of commercial electrical power, although included in the above definition of nuclear fuel cycle, are not required to be submitted for review.

D. The contractor shall make all its contracts available for inspection if requested by NRC for conflict of interest purposes.

H.13 Advocacy

The Center shall remain neutral on issues, positions or decisions pertaining to the resolution of high-level waste disposal, except in its relations with NRC. Furthermore, no funds under this contract shall be used to pay the salary or expenses of any contractor, or agent acting for the contractor, to engage in any activity designed to influence any pending legislation or appropriations.

H.14 Center Responsibility Requirements

All formal analyses and recommendations produced by the Center must be supported by documented reviews by senior Center staff and management. The Center must also assure that adequate peer review and quality assurance are applied to its products. In appropriate circumstances, the Center shall defend such positions in an adjudicatory proceeding.

H.15 Disposal of Assets

In the event of dissolution of the Center or termination of the FFRDC, all property and assets wholly funded either directly or indirectly by this contract shall be disposed of as the NRC shall direct.

H.16 Organizational Constraints

H.16.1 The Center is prohibited from competing with any non-FFRDC concern in response to a Federal Agency's formal Request for Proposals for other than the operation of an FFRDC. This prohibition does not apply to any parent organization or other subsidiary of the parent organization in its non-FFRDC operations.

H.16.2 The contractor agrees to operate the Center as a not-for-profit organization outside the control of any organization that could give rise to a conflict of interest.

H.16.3 Limitation of Contracting

A. General

The contractor agrees that, because of the Center's special relationship with the NRC, the contractor will not contract with any other governmental agency for work at the Center without the prior written approval of the CO. Furthermore, the contractor will not accept any commercial contract work at the Center except as permitted by the following paragraphs and Attachment 16 of this contract entitled, "Procedures for Using the Center for Nuclear Waste Regulatory Analyses, for Work for the Nuclear Regulatory Commission and Others, within its Areas of Special Competency."

The CO reserves the right to rescind this clause and to reinstate the original clause, H.16.3, of the contract NRC-02-88-005 dated October 15, 1987, at any time, if it is determined to be in the best interest of the agency.

B. Acceptance of Work at the Center and Use of Core Center Staff on Projects Managed by the Center

The contractor is permitted to use Core Center Staff (as defined in Attachment 16, Section 3.2, of this contract) on projects outside the Charter program that are managed by the Center when such staff is not being fully used by the NRC's waste management program and NRC's work for others program, and neither a conflict nor a potential conflict of interest exists (refer to clauses H.9 and H.12 of this contract).

The contractor may accept commercial contract work at the Center without 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 or a 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.

C. Use of Core Center Staff on Projects Managed by Other Contractor Business Units (including any other department within Division 20)

The contractor is permitted to use Core Center Staff (as defined in Attachment 16, Section 3.2, of this contract) on commercial and government projects managed by contractor business units other than the Center when such staff is not being fully used by the NRC's waste management and work for others programs, and neither a conflict nor a potential conflict of interest exists (refer to clauses H.9 and H.12 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 a 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.

B. Organizing and Staffing

The Center shall be organized and staffed to effectively and efficiently perform the mission stated in the Center Charter (Attachment 2).

C. Planning and Coordinating

The contractor shall plan all activities necessary to effectively perform the mission of the Center and coordinate annual NRC review and approval of the Center program of work and operations. Such planning and coordination shall cover projection of resources required to execute Center Operations (technical and managerial) each year for the succeeding five fiscal years.

H.18 Requirements for Use of Computers and Workstations by NRC Contractors

The Center shall use only computers, workstations, and associated software approved for use by NRC staff and those in the currently approved Center Computer Requirements Letter Report. Any exceptions to this requirement shall be justified by the contractor and approved by the NRC CO. The Center shall submit any questions regarding the computers, workstations and associated software currently supported by the NRC to the NRC CO.

H.19 Communications

The NRC is solely responsible for communications with other parts of the NRC, with other Governmental agencies and licensees and, except for purely technical matters, with its contractors. The Center may, in the exercise of its technical responsibility, communicate and discuss technical matters with the NRC contractors and other authorized technical organizations and will review with the NRC all correspondence relating to work pertaining to a major program area prior to transmittal of such correspondence. Technical direction to NRC contractors will be given solely by the NRC. In order to assure proper technical coordination, the NRC will inform the Center, when appropriate, of all technical correspondence to NRC's contractors prior to issuance.

H.20 Access to NRC Technical Data

NRC will provide the Center with pertinent reports, data/information received from other sources which the Center identifies as beneficial to its understanding of the study and schedules for key NRC and DOE actions.

H.21 Access to NRC or other Government Facilities

NRC will be responsible for assuring that the Center has access to technical information, facilities, (including computer facilities), and activities and obtains the cooperation of program participants. This information exchange may involve NRC contractors, government agencies, government laboratories, or other organizations.

H.22 NRC Access to Center Facilities

The Center shall assure that NRC personnel have access to all Center facilities and activities and obtain the cooperation of all Center personnel with respect to the scope of this contract.

H.23 Reciprocal Exchange of Staff

All personnel exchanges between the Center and the NRC shall be performed in accordance with Attachment No. 13 entitled "Exchanges of Personnel Between the Center and the U.S. NRC". Any change to this procedure shall be reflected via a modification to the contract.

H.24 Incorporation of Subcontracting Plan

The Southwest Research Institute's approved subcontracting plan, dated July 30, 2007, in support of the Center, and submitted in accordance with FAR 52.219-9 is hereby incorporated by reference.

H.25 Subcontract Approvals

Award of this contract does not constitute acceptance of the proposed subcontracts as required by FAR 52.244-2.

H.26 Contractor Acquired Government Equipment/Property

(a) Capital Equipment. The purchase of capital equipment (as defined below) by the Center with funds provided under this contract (other than overhead, general and administrative expenses, and fee) requires the prior written approval of the NRC CO. Capital equipment is defined as any unit having an estimated useful life of more than two years and valued in excess of $50,000 per unit (capital equipment for NRC accounting purposes). For the purpose of this clause, computer software is considered capital equipment. Any request to purchase capital equipment shall be identified in the Operations Plan when submitted for approval or in a separate letter to the NRC CO. After approval, any capital equipment purchased will be listed in this clause.

(b) Sensitive Equipment. The purchase of sensitive equipment (any of the property items listed in Attachment Number 17) by the Center with funds provided under this contract (other than overhead, general and administrative expenses, and fee), regardless of dollar value, requires the prior written approval of the NRC CO. Any request to purchase sensitive equipment shall be identified in the Operations Plan when submitted for approval or in a separate letter to the NRC CO. After approval, any sensitive equipment purchased will be listed in this clause.

(c) In the event that, during contract performance, the contractor determines that the acquisition cost for the above item(s) is (are) expected to exceed the amount(s) contained in the Center's Operations Plan or letter requesting approval to purchase the equipment, the contractor shall refer to the Limitation of Cost or Funds Clause when either is included in the contract.

(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:

Item	Manufacturer	Tag No.	Quantity	Location
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.

(c) For purposes of this clause, subcontractor means any subcontractor at any tier and the term "contracting officer" shall mean NRC contracting officer. When this clause is included in a subcontract, the term "contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

(d) The contractor shall immediately provide the contracting officer written notice of any changes in the extent and nature of FOCI over the contractor which would affect that answers to the questions presented in DD Form 441S, "Certificate Pertaining to Foreign Interest." Further, notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the contracting officer.

(e) In those cases where a contractor has changes involving FOCI, the NRC must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, the contracting officer shall consider proposals made by the contractor to avoid or mitigate foreign influences.

(f) The contractor agrees to insert terms that conform substantially to the language of this clause including this paragraph (g) in all subcontracts under this contract that will require access to classified information. Additionally, the contractor shall require such subcontractors to submit completed information required on the DD Form 441 prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the contracting officer.

(g) Information submitted by the contractor or any affected subcontractor as required pursuant to this clause shall be treated by NRC to the extent permitted by law, as business or financial information submitted in confidence to be used solely for purposes of evaluating FOCI.

(h) The requirements of this clause are in addition to the requirement that a contractor obtain and retain the security clearances required by the contract. This clause shall not operate as a limitation on NRC's rights, including its rights to terminate this contract.

(i) The contracting officer may terminate this contract for default either if the contractor fails to meet obligations imposed by this clause, e.g., provide the information required by this clause, comply with the contracting officer's instructions about safeguarding classified information, or make this clause applicable to subcontractors, or if, in the contracting officer's judgment, the contractor creates a FOCI situation in order to avoid performance or a termination for default. The contracting officer may terminate this contract for convenience if the contractor becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

H.29 License Fee Recovery Costs

Included as an attachment in Section J are billing instructions for license fee recovery costs. This information must be submitted by the contractor in conjunction with the periodic invoice.

H.30 Seat Belts

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

H.31 Final Contractor Performance Evaluations

Final evaluations of contractor performance under this contract will be prepared in accordance with FAR 42.15, "Contractor Performance Information", at the end of each five year renewal period. A sample of the form used for this evaluation is shown in Attachment 25 to this contract. These evaluations are in addition to the award fee evaluations performed under the Award Fee Determination Plan in Attachment 11 to this contract.

The Contracting Officer will transmit the NRC Project Officer's final contractor performance evaluations to the Center President. The contractor will be permitted thirty days to review the document. The contractor may concur without comment, submit additional information, or request a meeting to discuss the performance evaluation. The Contracting Officer may request the Center President, to attend a meeting to discuss the performance evaluation.

Where a contractor concurs with, or takes no exception to a performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "For Official Use Only", to the Center President, for its records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed performance evaluation will be used to support future award decisions in accordance with FAR 42.1502(a) and 42.1503(c). During the period the information is being used to provide source selection information, the completed performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

H.32 Compliance with U.S. Immigration Laws and Regulations

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

H.33 Appropriate Use of Government Furnished Information Technology (IT) Equipment and/or IT Services/Access

As part of contract performance the NRC may provide the contractor with information technology (IT) equipment and IT services or IT access as identified in the solicitation or subsequently as identified in the contract or delivery order. Government furnished IT equipment, or IT services, or IT access may include but is not limited to computers, copiers, facsimile machines, printers, pagers, software, phones, Internet access and use, and email access and use. The contractor (including the contractor's employees, consultants and subcontractors) shall use the government furnished IT equipment, and/or IT provided services, and/or IT access solely to perform the necessary efforts required under the contract. The contractor (including the contractor's employees, consultants and subcontractors) is prohibited from engaging or using the government IT equipment and government provided IT services or IT access for any personal use, misuse, abuses, or any other unauthorized usage. The requirements of this paragraph notwithstanding, the contractor is permitted to use the IT equipment listed in clause H.27 for legitimate business purposes, coincident to the operation of its remote office.

The contractor is responsible for monitoring its employees, consultants and subcontractors to ensure that government furnished IT equipment and/or IT services, and/or IT access are not being used for personal use, misused or abused. The government reserves the right to withdraw or suspend the use of its government furnished IT equipment, IT services and/or IT access arising from contractor personal usage, or misuse or abuse; and/or to disallow any payments associated with contractor (including the contractor's employees, consultants and subcontractors) personal usage, misuses or abuses of IT equipment, IT services and/or IT access; and/or to terminate for cause the contract or delivery order arising from violation of this provision.

H.34 CNWRA Conflict of Interest Review Procedures

The Center is required to comply with CNWRA Administrative Procedure AP-001 entitled, "Evaluation of Potential for Conflict of Interest" which is incorporated herein by reference.

H.35 Exempt Staff Overtime Compensation

A. The contractor is authorized to compensate exempt staff for overtime as may be deemed necessary by the contractor to fulfill its responsibilities under this contract during the period of license application review, safety evaluation report preparation, adoption and/or supplementation of the associated environmental impact statement, depositions, hearings, and related activities associated with licensing a potential repository at Yucca Mountain.

B. For purposes of this clause, "exempt staff" is defined consistent with the Fair Labor Standards Act (FLSA) and associated contractor operating policies and procedures. Nothing in this clause shall be construed as conflicting with the FLSA or contractor policies and procedures.

C. Compensation may take the form of (i) compensatory time to offset exceptional periods of work hours or (ii) financial remuneration in cases where compensatory time cannot reasonably be accommodated within the time frames required by the contractor time and cost accounting systems. Hourly financial remuneration shall not exceed the normal hourly rate of the individual earning the overtime. In addition, there is a biweekly limit on aggregate pay,(i.e., combined base salary plus overtime pay). This limit is equal to the average biweekly salary for a PL-4 Center program staff member.

D. The determination of need for either compensatory time or financial remuneration in lieu of compensatory time, and the approval of same shall be at the sole discretion of the contractor. Any compensatory time or financial remuneration will be determined and granted in accordance with contractor policies and procedures.

E. Financial remuneration that may be provided in accordance with the provisions of this section is authorized up to 10 (ten) percent of the total labor cost estimated in the Operations Plans prepared in accordance with Sections C.3 and F.1.1 of this contract. The contractor shall request and receive NRC Contractor Officer approval in advance if remuneration for exempt staff overtime will exceed this amount.

H.36 Authority to Use Government Provided Space at NRC Headquarters (July2007)

Prior to occupying any government provided space at the NRC HQ in Rockville Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space via the NRC Project Officer (NRC Center Deputy Program Manager) from the Chief, Space Planning and Property Management Branch, DFS. Failure to obtain this prior authorization may result in one or a combination of the following remedies as deemed appropriate by the Contracting Officer.

1. Rental charge for the space occupied to be deducted from invoice amount due the Contractor
2. Removal from the space occupied
3. Contract Termination

PART II - CONTRACT CLAUSES

Section I - Contract Clauses

I.1 Notice Listing Contract Clauses Incorporated by Reference

The following contract clauses pertinent to this contract are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

Section E

52.246-5 INSPECTION OF SERVICES--COST REIMBURSEMENT.(APR 1984)

Section F

52.242-15 STOP-WORK ORDER--Alternate 1. (AUG 1989)
52.247-34 F.O.B. DESTINATION (NOV 1991)
52.247-48 F.O.B. DESTINATION-EVIDENCE OF SHIPMENT (FEB 1999)

Section I

52-202-1 DEFINITIONS. (JUL 2004)
52.203-3 GRATUITIES. (APR 1984)
52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)
52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)
52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)
52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)
52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (SEP 2005)
52.204-2 SECURITY REQUIREMENTS (AUG 1996)
52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006) ALT. 1
52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (SEP 2006)
52.215-2 AUDIT AND RECORDS - NEGOTIATION ALTERNATE II. (JUN 1999)
52.215-8 ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS (OCT 1997)
52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

52.215-13 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 1997)
52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)
52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB) (JUL 2005)
52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS (OCT 1997)
52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)
52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (MAY 2004)
52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. ALTERNATE II (SEP 2006)
52.219-16 LIQUIDATED DAMAGES - SMALL BUSINESS SUBCONTRACTING PLAN (JAN 1999)
52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (FEB 1997)
52.222-3 CONVICT LABOR. (JUN 2003)
52.222-19 CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2006)
52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26 EQUAL OPPORTUNITY (MAR 2007)
52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)
52.222-50 COMBATING TRAFFICKING IN PERSONS (APR 2006)
52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (FEB 2006)
52.227-1 AUTHORIZATION AND CONSENT. (JUL 1995)
52.227-2 NOTICE AND ASSISTANCE, REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-11 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORTFORM). (JUN 1997)
52.227-14 RIGHTS IN DATA - GENERAL (JUN 1987) ALTERNATE 1, II, III, IV, AND V (JUN 1987)
52.228-7 INSURANCE LIABILITY TO THIRD PERSONS. (MAR 1996)
52.230-2 COST ACCOUNTING STANDARDS. (APR 1998)
52.230-6 ADMINISTRATION OF COST ACCOUNTING PRACTICES. (APR 2005)
52.232-17 INTEREST. (JUN 1996)
52.232-18 AVAILABILITY OF FUNDS (APR 1984)
52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25 PROMPT PAYMENT (OCT 2003) ALTERNATE 1 (FEB 2002)
52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER- CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

52.233-1 DISPUTES. (JUL 2002)
52.233-3 PROTEST AFTER AWARD (AUG 1996) ALTERNATE 1 (JUN 1985)
52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)
52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
52.242-13 BANKRUPTCY. (JUL 1995)
52.243-2 CHANGES--COST-REIMBURSEMENT. (AUG 1987) ALTERNATE I (APR 1984)
52.244-2 SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (Alternate 1) (JAN 2006)
52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)
52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (MAY 2004)--Alternate I. (JUN 2003)
52.246-5 INSPECTION OF SERVICES--COST REIMBURSEMENT (APR 1984)
52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)
52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)
52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
52.249-14 EXCUSABLE DELAYS. (APR 1984)
52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)
52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

I.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the NRC Contracting Officer, and shall not be binding until so approved.

I.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through the end of the period of performance.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

I.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) MINIMUM ORDER. When the Government requires supplies or services covered by this contract in an amount of less than N/A, the Government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract.

(b) MAXIMUM ORDER. The contractor is not obligated to honor--

(1) Any order for a single item in excess of N/A;

(2) Any order for a combination of items in excess of N/A;

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., include the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within N/A days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 52.216-21 REQUIREMENTS (OCT 1995) ALTERNATE I (APR 1984)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the contractor all of that activity's requirements for supplies or services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.

(d) The Government is not required to purchase from the contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the contractor shall not be required to make any deliveries under this contract after the expiration date of the contract.

(End of Clause)

I.6 52.232-20 LIMITATION OF COST (APR 1984)

NOTE: The offeror is hereby advised that the Limitation of Cost Clause will be applied at the job code level.

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than (1) the estimated cost specified in the Operations Plan (i.e. FIN level), or (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the operations plan. The contractor agrees to use its best efforts to perform the work specified in the operations plan and all obligations under this contract within the estimated cost, which if this is a cost-sharing contract, includes both the Government's and the contractor's share of the cost.

(b) The contractor shall notify the Contracting Officer in writing whenever it has reason to believe that--

(1) The costs the contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in each of the Operations Plans; or

(2) The total cost of the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the contractor for costs incurred in excess of (i) the estimated cost specified in each Operations Plan, or (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in each Operations Plan; and

(2) The contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in each Operations Plan, until the Contracting Officer (i) notifies the contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in each Operations Plan.

(e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the contractor for any costs in excess of the estimated cost, or if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in each Operations Plan, whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in each Operations Plan is increased, any costs the contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in each Operations Plan, unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the Government and the contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(End of Clause)

I.7 52.232-22 LIMITATION OF FUNDS. (APR 1984)

NOTE:The offeror is hereby advised that the Limitation of Funds Clause will be applied at the job code level.

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in each Operations Plan, or (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the operations plan. The contractor agrees to use its best efforts to perform the work specified in each Operations Plan and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the contractor's share of the cost.

(b) Each Operations Plan specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost, if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in each Operations Plan, exclusive of any fee. The contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government, or (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in each Operations Plan.

(d) Sixty days before the end of the period specified in each Operations Plan, the contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in each Operations Plan or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Operations Plan or another agreed-upon date, upon the contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government, or (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the contractor's corresponding share until the Contracting Officer notifies the contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated costs shall be increased to the extent that (1) the amount allotted by the Government, or (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the contractor's corresponding share, exceeds the estimated cost specified in the Operations Plan. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Operations Plan.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the contractor for any costs in excess of the total amount allotted by the government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government, or (2) if this is a cost-sharing contract, the

amount previously allotted by the Government to the contract plus the contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Operations Plan, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(1) If the Government does not allot sufficient funds to allow completion of the work, the contractor is entitled to a percentage of the fee specified in the Operations Plan equalling the percentage of completion of the work contemplated by this contract.

(End of Clause)

I.8 52.242-4 CERTIFICATION OF INDIRECT COSTS (JAN 1997)

(a) The Contractor shall--

(1) Certify any proposal to establish or modify final indirect costs rates;

(2) Use the format in paragraph (c) of this clause to certify; and

(3) Have the certificate signed by an individual of the Contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the Contractor that submits the proposal.

(b) Failure by the Contractor to submit a signed certificate, as described in this clause, shall result in payment of indirect costs at rates unilaterally established by the Government.

(c) The certificate of indirect costs shall read as follows:

Certificate of Indirect Costs

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final indirect cost rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to those contracts to which the final indirect cost rates will apply; and

2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR or its supplements.

Firm:

Signature:

Name of Certifying Official:

Title:

Date of Execution:

(End of Clause)

I.9 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)
(Applicable to Non-Exempt Staff)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed $28,725 or the overtime premium is paid for work -

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall-

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.10 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Section J - List of Attachments

Attachment Number	Title
1	Procedures for Placing and Changing Work
2	Center Charter
2a	Criteria for Placement of Work at the FFRDC
3	OFPP Policy Letter 84-1
4	Microform Specification for DWM Contracts (Deleted by Modification 116)
5	Nuclear Waste Policy Act of 1982
6	NRC's Role Under the Nuclear Waste Policy Act of 1982 (Deleted by Modification 116)
7	NRC's Role Under the Nuclear Waste Policy Act - (8/11/89) (Deleted by Modification 116)
8	NRC Contractor Organizational Conflict of Interest, 48 C.F.R. Part 2009.5
9	NRC Management Directive and Handbook 3.8 ("Publishing Documents in the NUREG Series", NUREG-0650, Revision 2 is incorporated by reference)
10	Billing Instructions
11	Center Award Fee Determination Plan
12	Reviewing and Managing CNWRA Documents (Revision 1, August 2007)
13	Exchanges of Personnel Between the Center and the U.S. NRC
14	Subcontracting Plan Dated September 17, 2007
15	Management Directive and Handbook 12.6, "NRC Sensitive Unclassified Information Security Program"
16	Procedures for Using the Center for Work for NRC and Others Within Its Areas of Special Competency
17	Listing of Sensitive Equipment
18	Procedures for Resolving NRC Contractor Differing Professional Views
19	ACH Vendor Payment Enrollment Form

20 NRC Form 187, "Contract Security and/or Classification Requirements (revised 8/2007)

21 Licence Fee Cost Recovery Status (Sample Form)

22 Inventory List of Equipment

23 Security Controls on the Dissemination of Naval Nuclear Propulsion Information

24 NRC Management Directive 3.9, "NRC Staff and Contractor Speeches, Papers, and Journal Articles on Regulatory and Technical Subjects". Included is e-mail instruction dated 6/21/02 regarding transmittal of international presentations.

25 Contractor Performance Evaluation (See Section H.31)

26 Preparation for Foreign Travel