

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE
FFS 5001R056

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2. AMENDMENT/MODIFICATION NO.

149

3. EFFECTIVE DATE

2/5/2001

4. REQUISITION/PURCHASE REQ NO

NMS-97-009 1/25/01

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

7. ADMINISTERED BY (If other than Item 6)

CODE

U.S. Nuclear Regulatory Commission
Division of Contracts and Property Mgt.
Attn: T-7-I-2
Contract Management Branch 2
Washington DC 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Southwest Research Institute
6220 Culebra Road
Post Office Drawer 28510
San Antonio, Texas 78228-0510
Wesley C. Patrick, President CNWRA

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

Con# NRC-02-97-009

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

X

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 of each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

n/a

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

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

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

Please see attached pages.

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)

Barbara D. Meehan

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

02-05-2001

STANDARD FORM 30 (REV 10-83)

TEMPLATE-ADM-001

ADM 02

The purpose of this modification is to revise section H.12 to include the definition of nuclear fuel cycle, and to change the name of the Project Officer for Evolution of Near-Field Environment. Accordingly, the following revisions are made:

Section G.3.1.C is revised to change the name of the Project Officer for Evolution of Near-Field Environment to John Bradbury as shown on attached change page 28.

Section H.12 is revised to include the definition of nuclear fuel cycle as shown on the attached change pages 43 and 43a.

All other terms and conditions of this contract, including the ceiling amount for the second renewal period of \$87,611,477.00, remain the same.

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

Job Code D1035 (HLW)

Total FY97 obligation amount \$445,000 (see Spent Fuel (CIS) below)

Total FY98 obligation amount \$10,792,270 (Note that this reflects the \$19,000 which was obligated on Mod. 123, but not reflected in this summary)

Total FY99 obligation amount \$11,862,000.

Total FY99 deobligation amount \$183,756.57.

Total FY00 obligation amount \$12,971,071.

Total FY00 deobligation amount of \$100,000.

Total FY01 obligation amount of \$13,415,000.

Cumulative Total of NRC Obligations for JC 1035 (HLW) \$49,201,584.43.

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Job Code D1035 (Spent Fuel (CIS))
Total FY97 obligation amount \$200,000
Total FY98 obligation amount \$250,000

Job Code J5297 (Spent Fuel (CIS))
Total FY00 obligation amount \$100,000

Cumulative Total of NRC Obligations for CIS \$550,000.

Job Code J5164 (Tank Waste Remediation)

Total FY98 obligation amount \$250,000
Total FY99 obligation amount \$285,000
Total FY00 obligation amount \$840,000

Cumulative Total of NRC Obligations for JC J5164 \$1,375,000.

Job Code J5206 (Spent Fuel Dry Transfer)
Total FY97 obligation amount \$25,000.
Total FY98 obligation amount \$200,000.
Total FY98 deobligation amount \$33,000
Total FY99 obligation amount \$283,600
Total FY00 obligation amount \$135,000
Total FY01 deobligation amount \$45,000

Cumulative Total of NRC Obligations for JC J5206 \$565,600.

Job Code J5210 (Aluminum-Based Spent Fuels)
Total FY98 obligation amount \$125,000.

Cumulative Total of NRC Obligations for JC J5210 \$125,000

Job Code J5186 (TMI-2 Fuel Debris)

Total FY98 obligation amount \$208,000.
Total FY98 deobligation amount \$8,000.
Total FY99 obligation amount \$100,000
Total FY99 deobligation amount \$15,898.
Total FY01 obligation amount \$878.

Cumulative Total of NRC Obligations for JC J5186 \$284,980.

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Job Code J5226 (Private Fuel Storage)

Total FY98 obligation amount \$158,000

Total FY99 obligation amount \$332,630

Total FY00 obligation amount \$443,920

Total FY01 obligation amount \$396,000

Cumulative Total of NRC Obligations for JC J5226 \$1,330,550.

Job Code J5324 (SKB Peer Review)

Total FY00 obligation amount \$9,987

Cumulative Total of NRC Obligations for JC J5324 \$9,987.

Job Code J5327 (Naval Spent Fuel)

Total FY00 obligation amount \$161,000

Cumulative Total of NRC Obligations for JC J5327 \$161,000.

This modification does not obligate funds.

- C. The NRC PEMs, POs, and areas of work for which they are designated are as follows:

<u>COPS/KTI Subtasks</u>	<u>Program Element Manager</u>	<u>Project Officer</u>
Management, Planning, and Computer Support (Subtask 158)	Deborah DeMarco	None
Quality Assurance (Subtask 159)	Deborah DeMarco	Ted Carter
Igneous Activity (Subtasks 461, 462)	John Trapp	None
Structural Deformation & Seismicity (Subtasks 471, 472)	Philip Justus	None
Evolution of Near-Field Environment (Subtasks 561, 562)	John Bradbury	None
Container Life & Source Term (Subtasks 571, 572)	Tae Ahn	None
Thermal Effects on Flow (Subtask 661)	Jeffrey Pohle	None
Repository Design & Thermal-mechanical Effects (Subtask 671)	Mysore Nataraja	None
TSPA & Technical Integration Consolidated Document System (Subtasks 761, 762, 763, 764)	James Firth	Larry L. Campbell (External QA)
Revision to EPA and NRC Regulations (Subtask 771)	Timothy McCartin	None
Isothermal Flow (Subtasks 861, 862, 864)	Neil Coleman	None
Radionuclide Transport (Subtask 871)	John Bradbury	None

H.12 Other Contracts - Prior Notification

Notwithstanding the provisions of Clause H.9, the Contractor shall afford NRC 30 days to review any contemplated new non-NRC contracts related to the nuclear fuel cycle in order to assure that (a) no conflict of interest exists with NRC's activities under the Nuclear Waste Policy Act, as amended, and (b) 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.

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

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 nuclear reactors. The 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. For purposes of this clause, the "nuclear fuel cycle" does not include nuclear reactor design, construction, operation, and inspection associated with the generation of commercial electrical power. At-reactor independent spent fuel storage installations are considered to be part of the nuclear fuel cycle for purposes of clause H.12.

H.13 Advocacy

The CNWRA 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 CNWRA Responsibility Requirements

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

H.15 Disposal of Assets

In the event of dissolution of the CNWRA 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 CNWRA 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 CNWRA 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

The Contractor agrees that due to the CNWRA's special relationship with the NRC, the Contractor will not accept any commercial contract for work at the CNWRA, nor will the contractor contract with any other governmental agency for work at the CNWRA without the prior written approval of the CO.