

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 057	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
ISSUED BY U.S. Department of Energy Office of Civilian Radio Active Waste Management P.O. Box 364629 Las Vegas, NV 89036-8629 <small>CODE</small>		7. ADMINISTERED BY (If other than Item 6) <small>CODE</small> U.S. Department of Energy Office of Civilian Radio Active Waste Management P.O. Box 364629 Las Vegas, NV 89036-8629	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Bechtel SAIC Company, LLC 1180 Town Center Drive Las Vegas, NV 89144 <div style="text-align: center; font-size: 2em; opacity: 0.5;">DUPLICATE ORIGINAL</div>		(v)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC28-01RW12101
			10B. DATED (SEE ITEM 13) 11/14/00
CODE	FACILITY CODE		

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 amendment, and is received prior to the opening hour and date specified.

ACCOUNTING AND APPROPRIATION DATA (If required):

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

(v)	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: DEAR 970.5243-1 "Changes"
	D. OTHER (Specify type of modification and authority)

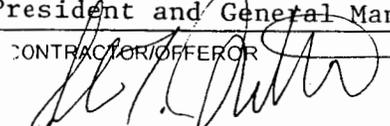
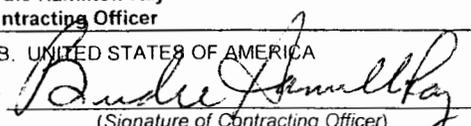
E. IMPORTANT: Contractor is not, X is required to sign this document and return 3 copies to the issuing office.

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

The purpose of this modification is to incorporate the changes from the recent contract renegotiations, which resulted in a revised scope of work and associated cost and fee. Sections B and C of the subject contract have been replaced in their entirety and are attached.

(See Attachments)

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

15A. NAME AND TITLE OF SIGNER (Type or print) John T. Mitchell President and General Manager	16. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Birdie Hamilton-Ray Contracting Officer
CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 1 MAR '04
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 3/1/04

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COST

PART I - THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COST

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PART I - SECTION B

SUPPLIES OR SERVICES AND PRICES/COST

B.1 SERVICES BEING ACQUIRED

The Contractor shall, in accordance with the terms of this contract, provide the personnel, materials, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, providing its best efforts so as to carry out in an efficient and cost-effective manner all necessary related services to manage the programs and operate the facilities as described in the Statement of Work in Section C in this Contract.

B.2 OBLIGATION OF FUNDS

The total amount of funds obligated under this contract, in accordance with Section I, Contract Clause DEAR 970.5232-4, entitled, "Obligation of Funds," is \$931,164,987.83.

B.3 ESTIMATED COST AND FEE

a. Estimated Cost for Transition Period and Phase-in Period

- (1) The transition period (effective date of award to February 11, 2001) will be on a cost reimbursement basis and the estimated cost is \$9,579,862. There will be no fee paid for the transition period.
- (2) The phase-in period (February 12 to March 31, 2001) will be on a cost reimbursement basis and the estimated cost is \$23,154,000. There will be no fee paid for the phase-in period.

b. Estimated Contract Value

- (1) The following is the estimated contract cost for the following four fiscal years based upon the annual appropriation and out year funding requirements identified in the Civilian Radioactive Waste Management Program Plan, Revision 3, and the Total System Life Cycle Costs.

FY 01	\$	156,483,309
FY 02		246,169,974
FY 03		366,879,312
FY 04		367,478,141

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- (2) The following is the estimated contract cost for the last one and one-half year period of the contract based upon the outyear funding defined in the FY 2004 Congressional Budget Request for the Civilian Radioactive Waste Management program.

FY 05	\$ 404,246,307
FY 06 (6 months)	211,999,531

- (3) The total estimated contract cost for the initial five-year period of the contract is \$1,753,256,574 plus a fee of \$133,247,500 for a total estimated contract value of \$1,886,504,074.

c. **Maximum Total Available Fee and Fee Allocation**

The fee available for the performance period 04/01/01 to 3/31/06 shall be associated with Performance Based Incentives (PBI) and the Award Fee Incentive with the following measures, amounts, adjustments, and structure.

- (1) The specific scope, measures, assumptions and conditions for achieving PBI completion are set forth in the following paragraphs. The description of the Award Fee Incentive is set forth in the following paragraphs with the details contained in the Performance Evaluation and Measurements Plan (PEMP).
- (2) The maximum fee available for PBIs and Award Fee Incentive for the performance period 04/01/01 to 03/31/06 shall be \$133,247,500.
- (3) PBIs and the Award Fee Incentive must be achieved within the cost and funding profile set forth in paragraph B.3 (b) above unless the profile is modified pursuant to (c)(6) or (c)(8).

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- (4) For the performance period 04/01/01 to 09/30/03, \$50,670,626 has been available for fee. The following fee determinations were made:

<u>Activity</u>	<u>Fee Amount</u>	<u>Type Payment</u>
Site Recommendation (SR)	\$ 17,670,000	Earned/Lost
Short-term PBIs	\$ 19,020,000	Earned/Lost
Subtotal	\$ 36,690,000	
Earned Value/Product Quality	\$ 9,725,640	Provisional
Earned Value/Product Quality	\$ 2,372,944	Recoverable
Earned Value/Product Quality	\$ 1,882,042	Non-recoverable

The total earned fee available from April 1, 2001, through September 30, 2003, for multi-year PBI SR and short-term PBIs was \$36,690,000. The total amount of fee earned was \$33,725,433. The total fee lost on multi-year PBI SR and short-term PBIs during this period is \$2,964,567.

The total provisional fee available from April 1, 2001, through September 30, 2003 for multi-year PBI LA was \$13,980,626. The fee allocated as provisional payment during this period was \$9,725,640 and will become earned based on the completion of PBI LA, Final LA Document Ready for DOE Tender to NRC before December 15, 2004, as identified below. The \$2,372,944 is fee that was withheld during this period, but is recoverable in subsequent performance periods. The \$1,882,042 is fee that was lost during this period and is non-recoverable.

- (5) The amount of fee which is available for the final performance period from 10/1/03 through 03/31/06 is the maximum available fee (\$133,247,500) minus the fee during the initial performance period, 04/01/01 to 9/30/03, which was earned/lost, provisional and non recoverable (a total of \$48,297,682), for a balance of \$84,949,818.

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The PBIs and Award Fee Incentive for the final performance period are set forth below with the distribution of the balance of the available fee:

PBI	Completion Date	Fee Amount
1. Submission of a Complete Draft LA	Jul 26, 2004	\$11,043,476
2. Final LA Document Ready for DOE Tender to NRC	Nov 30, 2004	\$15,290,967
3. LA Docketed by the NRC	Mar 2005	\$22,086,954
4. Development of Engineering, Procurement, and Construction (EPC) Performance Specifications	Apr 15, 2005	\$ 6,795,985
5. Development and Support of CD-2	Sep 30, 2005	\$ 1,698,996
6. Closure of NRC Requests for Additional Information	Apr 1, 2005 thru Mar 31, 2006	\$ 6,795,985
Award Fee Incentive – Program Management of Worldclass Quality for a Regulated Entity	Apr 1, 2004 thru Mar 31, 2006	\$21,237,455

The following describes the PBIs and the Award Fee Incentive:

- **PBI 1. Submission of a Complete Draft LA:** To obtain a license, the Department must demonstrate that a repository can be constructed, operated, monitored, and eventually closed without unreasonable risk to the health and safety of workers and the public. The content of the LA must be adequate to support NRC docketing of the LA within 91 days of the date DOE tendered the LA to the NRC, timely technical review by the NRC, and to facilitate completion of the NRC's licensing process within the three-year time frame required by the Nuclear Waste Policy Act. The contractor will have to develop the safety case for the demonstration of compliance with the Commission's performance objectives for preclosure radiological safety. The contractor will also present discussions of potential hazards, analyses of events that might disrupt operations and affect safety, and identify structures, systems, and components of the repository that would assure safety before and after repository closure. The contractor will also develop a Total System

Performance Assessment conducted to support licensing, including a discussion of the models, inputs, and assumptions used to demonstrate compliance with postclosure safety objectives; discussions of features, events, and processes that affect postclosure performance; and summaries of the contribution of engineered barriers to performance. To meet the current Program milestone schedule for submission of the *LA Document Ready for DOE to Tender to NRC* on November 30, 2004, a complete draft of all sections of the LA must be provided to DOE by July 26, 2004.

Performance Measure: The draft LA must satisfy the following attributes: the draft must address all applicable requirements of 10 CFR 63 and the NUREG 1804 revision 2; it must have all technical team reviews, as defined in the DOE License Application Management Plan, completed; and all DOE Mandatory comments and applicable Technical Direction Letters must be resolved.

Assumptions and Conditions: The following conditions are assumed: the Preclosure Safety Analysis (PCSA) and the Total System Performance Assessment (TSPA) have been completed; all AMR's consistency reviews mandatory comments have been resolved; quality assurance Corrective Action Report (CAR) numbers 1 and 2 have been closed; level-A or level-B Condition Reports (CRs) relevant to the draft LA have been dispositioned; and disposition of all Key Technical Issues (KTIs) has been confirmed.

The following parameters are key drivers to the information contained in the Draft LA.

- The major nuclear facilities addressed in the LA and in the Preclosure Safety Analysis (PCSA) for the LA are:
 - Dry Transfer Facility #1 and #2
 - Remediation Facility #1
 - Canister Handling Facility
 - Aging System
 - Transportation Cask Receipt/Return Facility
 - Underground Facility, including emplacement drifts and shafts
- The preclosure period analyzed in the LA is 100 years and the postclosure period is 10,000 years.
- The PCSA analyzes repository preclosure performance based on the maximum throughput capability of 3,000 MTHM per year.
- The aging system capability is 20,000 MTHM.
- The waste inventory used for commercial spent nuclear fuel and high-level waste used in the TSPA cannot be changed. (Shall be per Initial Radionuclide Inventories ANL-WIS-MD-000020 Rev 00)

An update has been made to several of the parameters in the previous paragraph. Those parameters and implementation conditions are contained in Authorization Letter, Subject: *Authorization for Bechtel SAIC Company, LLC (BSC) to Include a Bare Fuel Handling Facility and Increased Aging Capacity In The License Application*, dated January 27, 2004.

Fee Payment: Fee for this PBI may be earned. Should the contractor meet the *Performance Measures and Assumptions and Conditions* for this PBI and the draft LA is received on July 26, 2004, or earlier, the contractor shall receive \$11,043,476. Following July 26, 2004, the fee is reduced by 2.5% (of the amount available for this PBI) for every workday thereafter. For receipt on August 7, 2004, and thereafter, the contractor shall receive no fee and the available fee will be lost and unearnable.

- PBI 2. Final LA Document Ready for DOE Tender to NRC: This activity includes those actions associated with supporting DOE in getting ready for tendering the LA to the NRC. The Contractor must support the actions necessary to complete the final agency review and demonstrate that the LA was prepared in compliance with 10 CFR 63 and NRC's Yucca Mountain Review Plan (NUREG 1804, revision 2). The schedule for final agency review is summarized in the LA Management Plan. Actions to support the final agency review include: the contractor swiftly addressing changes to the LA during final Departmental review; contractor's responsiveness to DOE directions including General Counsel (GC) and GC's legal support contractor on any revision to the LA; contractor assisting in timely resolution of internal and external comments and requests for information; contractor's providing of the LA in print ready format for printing; contractor using lessons learned from the production and issuance of the SR to assure quality LA; contractor certifying that the LA is complete, its content is in compliance with 10 CFR 63 and with the review methods and acceptance criteria under NUREG 1804, and recommending submission to NRC; contractor assembles a team of subject matter experts to defend each LA section; and contractor documents and appropriately dispositions any related Condition Report (CR) related to the LA.

Performance Measure: The final LA must satisfy the following attributes: The final LA is received by November 30, 2004; the contractor certifies that the final LA document meets all of the applicable requirements of 10 CFR 63 and NUREG 1804 revision 2; all DOE Mandatory comments and applicable Technical Direction Letters from Departmental reviews of the final LA, including all technical mandatory and legal, are resolved; all quality conditions related to the material supporting the final LA must be dispositioned; the contractor shall have assembled a license defense team; the final LA has been signed by DOE and is in print ready and electronic format, acceptable for tendering to the NRC.

Assumptions and Conditions: The following parameters are key drivers to the information contained in the Draft LA.

- The major nuclear facilities addressed in the LA and in the Preclosure Safety Analysis (PCSA) for the LA are:
 - Dry Transfer Facility #1 and #2
 - Remediation Facility #1
 - Canister Handling Facility
 - Aging System
 - Transportation Cask Receipt/Return Facility
 - Underground Facility, including emplacement drifts and shafts
- The preclosure period analyzed in the LA is 100 years and the postclosure period is 10,000 years.
- The PCSA analyzes repository preclosure performance based on the maximum throughput capability of 3,000 MTHM per year.
- The aging system capability is 20,000 MTHM.
- The waste inventory used for commercial spent nuclear fuel and high-level waste used in the TSPA cannot be changed. (Shall be per Initial Radionuclide Inventories ANL-WIS-MD-000020 Rev 00)

An update has been made to several of the parameters in the previous paragraph. Those parameters and implementation conditions are contained in Authorization Letter, Subject: *Authorization for Bechtel SAIC Company, LLC (BSC) to Include a Bare Fuel Handling Facility and Increased Aging Capacity In The License Application*, dated January 27, 2004.

Fee Payment: Fee for this PBI is a provisional payment contingent on docketing of the LA by the NRC (PBI 3. *LA Docketed by the NRC*). Should the contractor meet all attributes of the Performance Measure for this PBI and the final LA is received on November 30, 2004, or earlier, the contractor shall receive \$15,290,967. Following November 30, 2004, fee is reduced 3.75% (of the amount available for this PBI) for every workday late. For receipt on December 15, 2004, and thereafter, the contractor shall receive no fee and the available fee will be lost and unearnable.

Prior to October 1, 2003, provisional fee payments (\$ 9,725,640) had been made based on progress towards successfully meeting the LA multi-year LA PBIs. If the final LA is received before December 15, 2004, these fee payments will be earned. If the final LA is received on December 15, 2004 or later, these provisional fee payments will be lost and unearnable.

- **PBI 3. LA Docketed by the NRC:** This PBI addresses the milestone for the formal decision by the NRC to docket the LA (in its entirety – which applies to all aspects of this PBI), which begins the Detailed Technical Review (the initial 18 month review of the overall review, scheduled to take 3 years). The 29 sections of the LA will be evaluated by NRC using NUREG 1804, revision 2. The outcome of the NRC evaluation will be to either docket the LA or reject the LA (reference NUREG 1804, revision 2, appendix B). It is anticipated the NRC will take 90 days for a decision on docketing. The importance of this milestone is to enable the NRC to begin the Detailed Technical Review of the LA to allow for the completion of the review in 3 years, and for NRC to issue the Construction Authorization at the end of the 3 year NRC review period.

Performance Measure: This PBI is considered complete when the NRC docketed the LA.

Fee Payment: Fee for this PBI may be earned and will be based on the date NRC docketed the LA. NRC will formally notify DOE of the date the LA has been docketed. If the date the LA is docketed is within 91 days of the date DOE tendered the LA to NRC, full fee will be earned.

If the NRC decision to docket the LA exceeds 91 days, because of deficiencies in the contractor's responsibilities for the LA, the OCRWM Deputy Director for Repository Development will communicate the particulars of the deficiencies to the contractor's General Manager. This communication will result in a discussion regarding the responsibility for the LA, which will be the basis of the Fee Determination Official action. The Fee Determination Official may decrease the fee earned up to 3% (of the amount available for this PBI) for every workday late.

Any provisional fee paid under PBI 2. *Final LA Document Ready for DOE Tender to NRC* will be earned when the LA has been docketed. If the LA is rejected, because of deficiencies in the contractor's responsibilities for the LA, the OCRWM Deputy Director for Repository Development will communicate the particulars of the deficiencies to the contractor's General Manager. This communication will result in a discussion regarding the responsibility for the LA, which will be the basis of the Fee Determination Official action. If the Fee Determination Official determines the rejection was because of deficiencies in the contractor's responsibilities for the LA, the available fee for this PBI and any provisional fee paid under PBI 2. *Final LA Document Ready for DOE Tender to NRC* will be lost and unearnable.

The provisional fee paid prior to October 1, 2003, (\$ 9,725,640) was converted to earned fee based on the date for the performance of PBI 2. *Final LA Document Ready for DOE Tender to NRC*. Since a determination on how much of this fee was earned during the evaluation of the performance of PBI 2. *Final LA Document Ready for DOE Tender to NRC*, this earned fee is not affected by the evaluation of PBI 3 *LA Docketed by the NRC*.

- **PBI 4. Development of Engineering, Procurement, and Construction (EPC) Performance Specifications:** The contractor will develop EPC performance specifications for each asset (facility and system) or groups of assets at the repository, as defined below. These performance specifications will define the capability and capacity for each asset and reflect optimization of design, construction, commissioning, and operations.

Performance Measure: The EPC performance specifications must be prepared addressing appropriate requirements for each asset to include cost estimates, work logic and schedules. The performance specification outline and content detail will be equivalent to those provided in Section C.5 through C.9 – Statement of Work of the contract for the Hanford Waste Treatment Plant at Richland, WA (DE-AC27-01RV14136).

Assumptions and Conditions: Separate EPC performance specifications will be prepared for the following 18 assets and groups of assets. The EPC performance specifications will be based on the design information available no later than December 2004.

- Nuclear Facilities
 - Dry Transfer Facility #1 and #2
 - Remediation Facility #1
 - Canister Handling Facility
 - Aging System
 - Transportation Cask Receipt/Return Facility
 - Transportation Cask Buffer Area
 - Rail Car Staging Area
 - Truck Staging Area
 - Underground Facility (including emplacement drifts, intake and exhaust shafts, waste packages, drip shields, and waste transporter)
- Non-Nuclear Support Facilities
 - Waste Package Receipt Facility
 - Heavy Equipment Maintenance Facility
 - Electrical Generation and Distribution System (to include switch gear facilities, switchyard, and generator facilities)
 - Security System (to include Central Security Station, Cask Receipt Security Station, North Perimeter Security Station and Administration Security Station)
 - General Utility Systems (to include Utility Facility, cooling tower, evaporation pond, firewater facilities, septic tank and leach field)
- Balance of Plant Facilities
 - Logistic Facilities (to include Equipment Maintenance/Warehouse Facility, Warehouse/Central Receiving, Materials/Yard Storage, Vehicle Maintenance

and Motor Pool, Fuel Depot and Equipment/Yard Storage)

- Administrative Facilities (to include Visitor Center and Administration Facility)
- Life/Safety Facilities (to include Fire, Rescue, and Medical Facility (Operation); Fire, Rescue, and Medical Facility (Construction/Remote))
- General Facilities (to include Helicopter Pad (Operations), Helicopter Pad (Construction/Remote) and Craft Shops)

An update has been made to several of the parameters in the previous paragraphs. Those parameters and implementation conditions are contained in Authorization Letter, Subject: *Authorization for Bechtel SAIC Company, LLC (BSC) to Include a Bare Fuel Handling Facility and Increased Aging Capacity In The License Application*, dated January 27, 2004.

Fee Payment: Fee for this PBI may be earned. Should the contractor submit the EPC performance specifications by April 15, 2005, the contractor shall receive \$6,795,985. Following April 15, 2005, fee is reduced 5% (of the amount available for this PBI) for every workday late up to receipt on May 2, 2005. For receipt on May 3, 2005 and thereafter, the contractor shall receive no fee and the available fee will be lost and unearnable.

- PBI 5. Development and Support of Critical Decision (CD)-2: Development of CD-2 package is required, under DOE Order 413.3, for approval to proceed with detailed design. To meet this requirement will require significant contractor support. Failure to submit a CD-2 package, that is in full compliance with Order 413.3, raises substantial risk to the Program being granted approval by the Energy Systems Acquisition Advisory Board for detailed design and raises risk to meet Program schedule for waste acceptance in 2010.

Performance Measure: The CD-2 package must meet the prerequisites identified by DOE Order 413.3, dated October 13, 2000, Attachment 4, page 1, and include the "core" documentation identified by M413.3-1 (hereafter referred to as the "Manual"), dated March 28, 2003, paragraph 9.4.3. Further, the CD-2 package must comply with the requirements delineated by paragraph 2.2.1 of the Manual (for CD-2 only), pages 2-5 and 2-6. Note that Section II of the Manual is provided as guidance to amplify "information on the implementation of requirements" and to describe how things can be accomplished, but is not to be construed as an additional set of requirements.

In addition to the above, OCRWM comments must be addressed and satisfactorily resolved. Professional differences of opinion, related to the resolution of CD-2 comments, are to be jointly reviewed and dispositioned by senior DOE and contractor

members of the Integrated Project Team (reference table 3-1 of the Manual).

Assumptions and Conditions: The following parameters (core documentation and other requirements) are key drivers to the information contained in the CD-2 package.

- The core documentation that is required and will be included in the CD-2 package is:
 - Project Execution Plan
 - Acquisition Strategy
 - Pre-Closure Safety Analysis
 - Pre-Closure Hazards Analysis
 - System Functions And Requirements Document (Design Criteria)
 - Results Of / Responses To Preliminary Design Site Review
 - Risk Management Assessment
 - Detailed Cost Estimate
 - Detailed Resource Loaded Schedule

- Other requirements that must be completed in support of the CD-2 schedule critical path are:
 - DOE review of the Contractor Project Management System
 - OECM Certification of the Contractor EVMS
 - OECM Independent Cost Estimate
 - OECM External Independent Review
 - OECM Review and validation of the Performance Baseline
 - Completion of NEPA Documentation
 - Project Data Sheet for Construction

- In developing the CD-2 package, the following assumptions apply:
 - The CD-2 package will be based on the design information available no later than December 2004 (the same design point as used for the Performance Specifications, see PBI 4. *Development of Engineering, Procurement, and Construction (EPC) Performance Specifications*)
 - The design may proceed throughout this phase of the project (while preparing for CD-2 review and approval) unless significant scope or cost changes have occurred (reference the Manual, paragraph 2.2.1, page 2-5).

Fee Payment: Fee for this PBI may be earned. Should the contractor meet the attributes of measurement for this PBI and the CD-2 package is received by DOE on September 30, 2005, or earlier, the contractor shall receive \$1,698,996. Following September 30, 2005, fee is reduced by 5% (of the amount available for this PBI) for every workday late up to receipt by DOE on October 15, 2005. For receipt by DOE on October 16, 2005, and

thereafter, the contractor shall receive no fee and the available fee will be lost and unearnable.

- PBI 6. Closure of NRC Requests for Additional Information: The activity would be ongoing throughout the NRC licensing technical review process. Performance of these activities will be evaluated semi-annually. From the time the NRC accepts the license application to the receipt of NRC construction authorization, it is expected NRC will make requests for additional information (RAI). Acceptable response dates to close-out the RAI will be established with NRC and DOE (in consultation with the contractor).

Performance Measure: For each of the six-month periods, after the LA has been docketed by the NRC, the number of RAIs with established response dates in that period will be determined. The measure of success will be the number of RAIs, with established response dates during that period and the successful closure of the RAI with no request for additional information (i.e. the NRC has designated as closed).

Fee Payment: The available fee established for this PBI will be divided into two equal amounts and made available for each of the six-month periods from April 1, 2005 through March 31, 2006. The available fee for each of these six-month periods, will be divided by the number of RAIs due for response during that period. Thus, an equal unit rate of available fee per RAI will be established for that period.

The available fee for a RAI will be earnable if the response to the RAI is submitted by the established response date. If the response to the RAI does not meet its established response date, the available fee for that RAI will be lost and unearnable.

The available fee for a RAI will be earned when the NRC designates the RAI as closed. If the designation by the NRC extends beyond March 31, 2006, the Fee Determining Official will decide if the available fee for that RAI should be paid or be added to the amount for the last six-month award fee period.

If no RAIs are scheduled for response in the first six-month period, the available fee amount for the first six-month period will be added to the available fee amount for the second six-month period. If there are no RAIs scheduled for response in the second six-month period, the available fee amount for the second six-month period will be added to the available fee amount for the last six-month award fee period.

Award Fee Incentive - Program Management of Worldclass Quality for a Regulated Entity: Award fee may be earned for the activity throughout the remainder of the contract base period beginning in April 2004. Fee for this incentive would be measured semi-annually. The total award fee available will be equally split among the four six-month

time periods between April 1, 2004 and March 31, 2006. This activity focuses contractor efforts on the following programmatic and management attributes: supporting DOE as the owner/licensee and performing as a world class nuclear facility operator; responsiveness to DOE direction during the licensing development and proceedings (examples of this include developing timely responses to comments, information addressing licensing contentions, and provision of expert witnesses and assistance during all phases of the licensing process); provides inputs to the Licensing Support Network and Safety Conscious Work Environment initiatives, streamlining business practices and promoting efficiency in management processes, promoting professionalism of management and staff, enhancing Environment, Safety and Health programs and processes to prevent accidents/injuries or regulatory compliance issues, and pursuing means to reduce cost, gain efficiency, and improve schedule for repository design and infrastructure readiness (preconstruction) activities.

Award Fee Measurement: This measure of the contractor's support for expectations, including but not limited to, the following: Implementation of a culture of a worldclass nuclear facility operator and at a level of performance of a NRC-regulated entity; Implement and improve OCRWM initiatives including Safety Conscious Work Environment and compliance with all direction on legal licensing issues in a timely manner to the satisfaction of the Office of General Counsel. Also, the contractor's ability to support DOE in licensing issues such as developing timely responses to internal and external comments; the contractor prepares high quality responses and information addressing licensing contentions; the contractor provides expert witnesses and expert assistance during all phases of the licensing process; the contractor provides inputs to the Licensing Support Network in accordance with 10 CFR 2; the contractor continues to develop and evidence a culture of an NRC license applicant; and, the contractor provides responsiveness and level of support sufficient to allow the NRC to complete the licensing process within the statutory 3 year period, without need for extension. Also, the contractor's ability to maintain and improve Program schedule for waste emplacement in 2010, and the contractor's ability to aggressively complete authorized preconstruction activities ensuring the site is optimally positioned to initiate repository construction following NRC issuance of Construction Authorization. Other attributes for this award fee activity will be measured using, but not limited to, the following: contractor monthly performance indicator results including positive or negative trends, management reviews and reports including the Monthly Operating Review (MOR), contractor self assessment reports, and DOE independent and program assessments.

Special Emphasis Areas: Award fee may be earned for special emphasis areas (SEAs) related to this effort. This fee will be available for such activity throughout the remainder of the contract base period. The SEAs will be developed for each six-month period beginning April 1, 2004. DOE and the contractor will collaboratively prepare them. They may change from period to period to reflect their current importance and degree of

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concern for performance. These SEAs are defined in the PEMP. The definition will include SEA description, related expectations and evaluation criteria. It is expected that there will be from about four to six SEAs for each evaluation period. The PEMP will reflect the allocation of fee for each SEA. At the conclusion of each six-month evaluation period, DOE may award fee associated with the SEAs for that period.

- (6) Adjustments to earned PBI fee and award fee may occur subject to:
 - (a) The Section I, Contract Clause DEAR 970.5215-3, entitled, "Conditional Payment of Fee," is applicable.
- (7) In the event the Annual Appropriations estimated in B.3 (b) above deviates for any fiscal year more than plus or minus 10% from the base set forth in (b) above, the Contractor agrees to negotiate with DOE, pursuant to the Section I, Contract Clause DEAR 970.5243-1, entitled, "Changes," an equitable adjustment to the contract, which may include the maximum total available fee amount, PBIs, award fee (to include SEAs), allocation of fee to PBIs, to reflect the impact of such deviation. In the event the parties are unable to reach agreement on the maximum available fee amount, the Government reserves the right to unilaterally establish the maximum available fee amount.
- (8) Changes to the fee pool, funding levels, or milestones identified in this clause may be made with the occurrence of any of the following (a) through (c).
 - (a) Assumptions:

The milestone, budgets, and requirements are based upon a set of assumptions which the Office of Civilian Radioactive Waste Management (OCRWM) is currently operating under. Should the basis for those assumptions change, the milestone, budgets and/or requirements may also change. Assumptions which do not impact level 2 or higher milestones will not change the fee pool or performance based milestones. A discussion of milestone levels is contained in the Civilian Radioactive Waste Management Major System Management Policy.

(b) Funding Levels:

OCRWM has established funding levels and/or Total System Life Cycle Costs necessary to meet the program mission. Annually, budget requests are submitted to Congress to support the program. If Congress does not appropriate sufficient funds to support the program mission, DOE may change the milestone and/or requirements to stay within the appropriated funding. Any time the actual funding varies plus or minus 10 percent of the requested funding level upon which the fee pool is based, as discussed in (7) above, a change to the fee pool amount and related requirements and/or milestone may be processed through the change control system to change the baseline with a possible change to the contract and the PEMP.

(c) Beyond the Control/Influence:

There are certain instances when changes to program mission, milestones and/or requirements may be beyond the control / influence of either the DOE or the Contractor. Some examples may include: litigation and legislation, expanding the repository to include more fuel than currently defined in legislation, acceptance of fuel earlier than anticipated, changing the radiation standards, etc. Additionally, decision-makers (to include DOE, the Executive Branch, the Congress, regulatory agencies (does not apply to PBI 3. *LA Docket by the NRC*)) may or may not make timely reviews, approvals or decisions based on circumstances outside the control/influence of the contractor.

Examples of instances within the contractor's control or influence are quality and completeness of the documents submitted and quality, completeness and timeliness of the contractor's response to questions/concerns/issues with documents submitted.

B.4 AVAILABILITY OF APPROPRIATED FUNDS

Except as may be specifically provided to the contrary in Section I, Contract Clause DEAR 952.250-70, entitled, "Nuclear Hazards Indemnity Agreement," the duties and obligations of the Government hereunder calling for the expenditure of appropriated

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funds shall be subject to the availability of funds appropriated by the Congress, which the DOE may legally spend for such purposes.

PART I – THE SCHEDULE

SECTION C

DESCRIPTION / SPECIFICATION / WORK STATEMENT

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Section C

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Statement of Work

C1. GENERAL INFORMATION

1.0 Introduction

This document describes the statement of work of the management and operating contractor for the Office of Civilian Radioactive Waste Management (OCRWM) Program's Yucca Mountain Project. A management and operating contract is defined at FAR 17.6 and DEAR 917.6. This document describes the scope of work that shall be performed under this contract period through March 31, 2011, which includes the option periods.

The Program's mission, as set out in the NWPA, is to implement the Federal policy for permanent disposal of spent nuclear fuel and high-level radioactive waste, in order to protect the public health and the environment. The Program provides leadership in developing and implementing strategies to accomplish this mission in a manner intended to ensure public and worker health and safety, protect the environment, merit public confidence, and be economically viable.

2.0 Background

The U.S. Department of Energy (DOE) is responsible for the development of the nation's high-level nuclear waste disposal system. The Nuclear Waste Policy Act of 1982, as amended, (NWPA) established the Office of Civilian Radioactive Waste Management (OCRWM) within the DOE and assigned it the responsibility to design, construct, and operate a system for spent nuclear fuel and high-level radioactive waste disposal, including a permanent geologic repository, and transportation.

In 1987, the NWPA was amended to focus OCRWM's siting activities on a site at Yucca Mountain, Nevada to determine whether it was suitable to serve as a geologic repository for the nation's spent nuclear fuel and high-level radioactive waste.

Commercial spent nuclear fuel, DOE spent nuclear fuel, Naval spent nuclear fuel and high-level radioactive waste generated primarily by defense activities will be disposed of at Yucca Mountain if a License Application to the U.S. Nuclear Regulatory Commission ("USNRC" or "NRC") to construct, operate and eventually permanently close the repository is approved.

OCRWM is headquartered in Washington, D.C. The Director, OCRWM reports to the Under Secretary of the Department of Energy. OCRWM carries out its mission through two OCRWM offices: the Office of Repository Development (ORD) in Las Vegas, Nevada, and the Office of Strategic Planning and Program Development (OSPD) in Washington, D.C. Certain functions are unique to one or the other of the two offices. However, the Contractor is responsible for the planning, management and integration of all activities supporting both unique and non-unique functions of the offices in the most cost-effective manner possible.

Beginning on the date of contract award, the Contractor shall perform those activities, necessary to assume responsibility for the contract on February 12, 2001. The Contractor shall coordinate its activities with DOE and the incumbent Contractor so as to accomplish these activities in a manner that will provide effective

management of personnel and work activities while minimizing the cost of this effort. The scope of activities that are to be performed and the available budget during this period shall be subject to DOE approval.

The Contractor shall utilize any government-furnished facilities and equipment as appropriate to minimize costs.

The pre-emplacment construction will start after NRC issues a construction authorization to DOE for all or part of the repository. The Contractor shall develop the license application amendments to be submitted to the NRC for the construction authorization, if necessary, and license to receive and possess. This amendment shall address the safety, common defense and security and environmental aspects of Yucca Mountain, as required by the NRC. Current plans indicate that the construction authorization may be granted as early as 2007. The construction activities will include, but not be limited to, site preparation activities, construction of surface facilities, construction of a pre-emplacment lag-storage facility, transition of existing underground drifts to repository facilities, excavation of subsurface facilities, and demonstration of select repository operations. Detailed design and operational information is available in the Subsurface Construction and Development Analysis, Subsurface Development Design, and Surface Nuclear Facility Space Program analysis.

Construction of the underground facilities will continue during the waste handling and emplacment operations phase. It is anticipated that the underground facilities will be completed sufficiently to support waste package emplacment by 2010.

3.0 Site and Regional Information

The Yucca Mountain Site occupies 195 square miles in a remote area about 100 miles northwest of Las Vegas, Nevada, on the edge of the nation's Nevada Test Site. As of July 1, 2003, the site includes a facility to store drilling samples in a controlled environment; laboratory facilities for testing samples; buildings used to administer field operations; 20 miles of paved roads and 28 miles of unpaved roads; utilities; communication systems; and approximately 800 test areas, including 338 boreholes, 276 pits and trenches, environmental plots, and exposed geological pavements. The underground facilities include the main loop of the Exploratory Studies Facility, which is 7.9 kilometers (5 miles) long and 7.6 meters (25 feet) in diameter, and the cross-drift (East-West drift), an excavation 2.4-kilometers (1.7-miles) long and 4.9 meters (16 feet) in diameter that crosses the potential repository block from east to west. The alcoves and niches constructed within the Exploratory Studies Facility, the cross drift and Busted Butte Facility contain scientific equipment used for testing and monitoring.

The preponderance of the current contractor employees work in leased office space in Las Vegas, Nevada. Support of functions in Washington, D.C. (rapid response, technical and regulatory analyses, waste acceptance/standard contract activities, etc.) requires the Contractor to plan for limited office space in the Washington, D.C. metropolitan area. Space requirements in the Washington, D.C. area are to be minimized as the functions to be performed and supported at this location are expected to be a small fraction of the overall contract effort.

4.0 General Management Guidelines

DOE is responsible for all programmatic, policy and funding decisions; the establishment of goals and objectives; monitoring and measuring the performance of the Contractor; and performance of all inherently governmental functions (see FAR 7.5). DOE will be the licensee and is responsible for all programmatic interactions and interfaces with the Nuclear Regulatory Commission (NRC). The work to be accomplished is identified in the multi-year baseline plan, which may be modified on a periodic basis due to funding fluctuations and/or incremental programmatic changes. Development of the multi-year baseline is a collaborative process with DOE retaining the final authority. DOE will conduct audits and surveillance of all aspects of the work performed under the terms of this Statement of Work to ensure compliance, including Safety Conscious Work Environment (SCWE). DOE reserves the right to intervene, as necessary and

appropriate, to redirect Program activities for the purposes of assuring DOE retains its ownership, accountability, fiduciary and licensing responsibilities. The Program is executing the work steps identified in the Program Plan. Specific work activities and schedules may be impacted by congressional funding and/or legislation. The Contractor is fully accountable for the entire scope of work as described in this Statement of Work, with special emphasis on accomplishing the Performance Based Incentives defined in Section B of the contract.

5.0 General Contractor Guidelines

The Contractor shall provide the technical products and support necessary for successful milestone completion. The Contractor shall be responsible for performing the work identified by OCRWM using integrated technical plans, schedules and cost control systems, to ensure that the statement of work is accomplished. The Contractor is to determine which organizations are to perform the work. It should be noted that the milestone schedule dates in the planning guidance may differ from the Project Summary Schedule dates due to planning assumptions. The Project Summary Schedule dates represent the official Program milestone dates. As defined by DOE, the Contractor shall integrate the work of the other organizations and prime contractors supporting the OCRWM Program in the accomplishment of Program Milestones.

The Quality Assurance (QA) program requirements for the OCRWM Program and the Yucca Mountain Project are described in the OCRWM Quality Assurance Requirements and Description (QARD) document. The QARD documents the regulatory requirements established by the NRC and the Program commitments necessary for the development and implementation of an effective Quality Assurance program. BSC shall develop, implement, and manage a QA program that meets QARD requirements.

The Contractor is to assure all Program deliverables comply with acceptance criteria. The Contractor shall ensure that the project activities, as defined in this Statement of Work, are executed within available funding levels. The Contractor shall implement a fully integrated management system in compliance with OCRWM requirements and shall implement quality, timely, and cost-effective programs and operations.

The Contractor will define, establish, and execute an effective corrective action program that recognizes process and behavior based conditions adverse to quality, safety, operability, and performance. This is a vital tool for improving safety, reliability, and performance as well as helping to prevent recurrence events. This program is intended to promote behaviors throughout the organization that support objective self-assessment and effective problem identification, evaluation, tracking, correction, and trending. The Contractor shall foster an environment that promotes strong learning culture, supports a questioning attitude within the workforce, promotes a safety-conscious work environment, and encourages the discovery and reporting of areas for improvement. The Contractor is accountable for aggressively identifying problems, correcting performance shortfalls, documenting and sharing knowledge through a strong Lessons Learned program, and striving for continuous improvement in processes and activities.

In performing work under this contract, the Contractor shall comply with the applicable Federal, State and local laws and regulations (including DOE regulations). The Contractor shall comply with the requirements of DOE directives, or parts thereof, identified in the List of Applicable Directives (Section J Appendix E), or a tailored set of requirements developed under a DOE approved process. The Contractor shall continuously evaluate work activities and associated hazards to assure Environmental, Safety and Health standards, practices and controls are appropriate. The Contractor is responsible for assuring compliance with the requirements made applicable to the contract regardless of the performer of the work.

C2. WORK REQUIREMENTS

This Scope of Work addresses the planning and implementation of activities to be performed by the Management and Operating contractor in support of the scientific investigation, licensing, design, engineering, construction, operation and eventual permanent closure of the geologic repository at Yucca Mountain, Nevada. In addition, this scope includes the work associated with any other tasks that may be assigned to the M&O and authorized by OCRWM.

1.0 Yucca Mountain Project

The mission of the Yucca Mountain Project is to manage and dispose of high-level radioactive waste and spent nuclear fuel in a manner that protects health, safety, and the environment; enhances national and energy security; and merits public confidence.

The DOE has focused its activities on site characterization, principally to develop subsurface testing facilities, and to complete the necessary technical and scientific work at Yucca Mountain. In 2002, site investigation activities culminated in a series of statutory decisions on whether a repository should be developed at Yucca Mountain.

In accordance with the detailed Site Recommendation process established in the NWPA, site characterization activities culminated in 2002, when the Secretary of Energy recommended to the President that the site was acceptable and should be developed. The President accepted the Secretary's recommendation and forwarded it to Congress, where it was approved/affirmed in July 2002.

The NWPA requires the Secretary to submit a license application for a high-level nuclear waste repository, in accordance with applicable laws and regulations. The date scheduled for license application submittal is December 2004. It is presumed that the process may encounter delays. To allow adequate time for final review, the draft application must be virtually complete by September 2004. The scope, complexity, and duration of repository licensing will require a significant amount of work related to licensing and interaction with the NRC. As a license applicant, DOE will be responsible for interactions with the NRC with Contractor support. This support will include maintaining an overall repository postclosure and pre-closure safety strategy, maintaining technical sufficiency arguments for the representation of natural and engineered barriers, drafting the necessary submittals for the License Application and amendments, and assisting DOE in the presentation of technical issues leading up to and during the licensing hearing process.

A. Total System Performance Assessment

The total system performance assessments will provide the basis for demonstrating reasonable assurance of the protection of public health and safety. This system performance assessment is based on models and analyses that in turn are based on testing data and other technical information.

The Contractor shall be responsible for determining the appropriate analyses and for conducting post-closure total system performance assessments to support the repository license application, the construction authorization amendments, if any, and the license application amendment to obtain a license to receive and possess nuclear material.

The Contractor shall maintain a post-closure safety case sufficient to provide an adequate basis for assessing the safety of the repository system and explaining the performance roles of the natural and engineered systems. The Contractor shall be capable of accommodating new information and by periodically performing a Total System Performance Assessment (TSPA) update. The post-closure safety case must address the ability of the repository system to protect the health and safety of the public.

The Contractor must be capable of accommodating new information and adjust analyses to changing Program constraints.

Examples of reports, documents or other products produced within this activity may include, but are not limited to: Complete Total System Performance Assessment Model Report, Total System Performance Assessment – License Application, and Total System Performance Assessment – Receive and Possess

B. Performance Confirmation

Performance Confirmation is a set of activities, including monitoring, testing, and analyses required to help provide reasonable expectation that the systems will behave as described in the License Application following repository closure. Tests will continue over the life of the Program, in compliance with the NRC's requirement for a Performance Confirmation program, to confirm the license application repository system performance. These tests will include surface and subsurface field tests and monitoring, laboratory tests, other research, and interpretation and analyses of resulting data.

The Contractor shall be responsible for completing the development of the performance confirmation plan and implementing the appropriate performance confirmation activities.

Examples of reports, documents or other products produced within this activity may include, but are not limited to: Performance Confirmation Plan, Revision 3.

C. Scientific Investigations

The focus of scientific investigation activities is to define and provide in-depth information on the characteristics and performance of the natural barriers and the functionality of the engineered barriers. Process understanding and models will be developed in the following specific areas:

- Unsaturated Zone Flow and Transport
- Saturated Zone Flow and Transport
- Waste Form and Degradation
- Waste Package Degradation
- Engineered Barrier System Performance
- Disruptive Events/Igneous & Seismic
- Biosphere
- Neutronics
- Integrated Site/Natural Analog.

Other scientific activities necessary to support TSPA, PSA and other design, licensing, construction, and operations needs, will also be performed.

The Contractor shall provide testing support for Project testing activities conducted underground in the Exploratory Studies Facility, East-West cross drift, and surface based activities.

Examples of reports, documents or other products produced within this activity may include, but are not limited to AMRs for LA, TSPA documentation for the LA, Yucca Mountain Site Description, AMRs for the receive and possess amendment, TSPA documentation for the receive and possess amendment.

D. Licensing

DOE, as the applicant for a license, has overall responsibility for the licensing of a repository at Yucca Mountain. As the licensee, DOE is responsible for all programmatic interactions and interfaces with the Nuclear Regulatory Commission.

In addition to the licensing requirements in 10CFR63, the NRC has developed approaches for License Application (LA) development in the Yucca Mountain Review Plan, NUREG 1804, and other NRC documents including regulatory guides. The license review and approval process will be multi-phased requiring the submission and periodic updating of a Safety Analysis Report (SAR). The project will

develop and submit a LA, including a Safety Analysis Report (SAR), for authorization to begin construction.

The Contractor shall be responsible for the preparation of a license application that satisfies all regulatory requirements. The Contractor shall prepare and utilize a management plan for the development, review and approval of the license application. The Contractor shall identify and monitor a set of past and current licensing proceedings for applicable licensing precedent. The Contractor shall support DOE in defining the necessary information for any subsequent license application updates.

The Contractor shall provide the development, technical editing, graphics, and production control functions for the preparation of the LA. The Contractor will be responsible for the production of hard copy and electronic file versions of the LA. The Contractor shall ensure that the regulatory filing and distribution requirements are satisfied.

The Contractor shall provide regulatory and licensing support to the DOE.

Examples of reports, documents or other products produced within this activity may include, but are not limited to: draft LA, final LA to DOE for approval and signature, , develop responses to NRC requests for additional information.

E. Pre-closure Safety Analysis

The License Application (LA) must include a pre-closure safety analysis (PSA) of the geologic repository operations area, for the period before permanent closure of the repository. The NRC regulations for Yucca Mountain provide pre-closure performance objectives and the requirements for the PSA.

The Contractor shall coordinate and integrate the design functions to ensure compliance with regulatory requirements for protecting the public, workers, and the environment. The Contractor shall be responsible for developing and conducting the pre-closure safety analysis. The Contractor shall prepare and maintain the *Q-List*. The Contractor shall report the results of the PSA in the LA submitted for Construction Authorization. The information presented in the LA shall address the review methods and acceptance criteria of the Yucca Mountain Review Plan (YMRP). The Contractor shall include a representation of the latest available version of the *Q-List* in the LA submitted for CA.

Examples of reports, documents, or other products produced within this activity may include, but are not limited to final PSA inputs to LA, and final PSA input to license application amendment to receive and possess.

F. Engineered Barrier Components

The repository will house commercial spent nuclear fuel, DOE spent nuclear fuel, Naval spent nuclear fuel, and high-level radioactive waste. These types of materials will be loaded into various configurations of waste packages that will be closed and emplaced in the repository. A drip shield is planned for closure and works in concert with the waste package over the disposal period.

The Contractor shall be responsible for developing the waste package, including: specifications, procurement and fabrication of prototype Waste Packages and associated components, and final design and delivery of the waste packages design with variations to accommodate all scheduled waste forms and associated components. Associated components include waste basket internals, trunnion collars, and emplacement pallets.

The Contractor shall design multiple waste package configurations as necessary to accommodate the diverse inventory of waste forms. The design must ensure that the waste package has the appropriate corrosion resistance to protect the waste form for the regulatory period of interest.

The Contractor shall design mockup and test facilities and perform prototype testing of the waste package, as necessary, to support equipment and process development and testing.

The Contractor shall perform structural, thermal, radiation shielding, criticality, and operational analyses; as well as, development of fabrication, welding and nondestructive examination methods for both fabrication and final closure after nuclear waste has been placed in the waste packages at the repository.

The Contractor shall be responsible for developing the design of the drip shield, and preparing the specification for fabrication, and testing. The design for the drip shield includes resistance to corrosion and maximizes the manner in which it protects the waste package(s).

Examples of reports, documents or other products produced within this activity may include, but are not limited to completion of waste package design, waste package prototype, and completion of first waste package.

G. Surface Facilities

The Monitored Geologic Repository includes an integrated set of surface facilities for the receipt, handling, and packaging of spent nuclear fuel and DOE high level radioactive waste. Transportation casks must be received, staged, unloaded, and returned. Waste packages must be received, staged, loaded, sealed, and transported to the subsurface for emplacement. Support facilities and systems for administration, maintenance, safeguards and security, mine rescue, training, and other required functions must be provided as well as interfaces with transportation systems.

The Contractor shall be responsible for providing surface engineering designs for waste receipt, surface aging facility, waste transfer from shipping casks into waste packages, waste package sealing, and waste package staging for underground emplacement. Other major facility designs may include a waste treatment facility, transporter maintenance building, site utilities, warehouses, maintenance shops, and administrative facilities.

The Contractor shall be responsible for developing the surface facility design products to support the development of the safety analyses, the design bases, and a general description of surface systems, structures and components. The Contractor shall develop the surface waste handling and disposal processes and design the surface facilities necessary to support those processes. This includes, but is not limited to, radioactive waste management systems, performance confirmation systems, maintenance and support facilities, training facilities, shops, warehouses, and administrative and safety facilities. This also includes roads, onsite rail lines, power lines, communications, decontamination and decommissioning, and other necessary design work for supporting systems and facilities. The Contractor shall design mockup and test facilities and perform prototype testing, as necessary, to support equipment and process development and testing.

Examples of reports, documents or other products produced within this activity may include, but are not limited to Complete Repository Design for LA, Design for CD-2 Estimate, Begin Detailed Design,

H. Subsurface Facility Design

The Monitored Geologic Repository includes an integrated set of subsurface facilities used for the final emplacement of waste. This includes, but is not limited to, required ground support and invert systems, ventilation and utility systems, emplacement and retrieval systems, performance confirmation support systems, and designs for final closure of the repository.

The Contractor shall be responsible for providing subsurface designs for waste emplacement, engineered barrier system, thermal load management, excavation stability, working environment safety, waste package emplacement and monitoring, waste package retrieval, and repository closure.

The Contractor shall design subsurface support systems and facilities necessary to support the waste disposal process including ventilation systems, utility systems, performance confirmation systems, backfill systems, and closure systems.

Examples of reports, documents or other products produced within this activity may include, but are not limited to: Complete design for LA, design for CD-2 estimate, Begin detailed design,

I. Construction

Construction activities include constructing, modifying and maintaining underground and surface test areas; changing the configuration of the Exploratory Studies Facility to provide a fully functional underground facility; providing direct support for test setup and execution; and constructing surface and subsurface facilities required for the Monitored Geologic Repository (MGR).

The MGR includes an integrated set of surface and subsurface facilities used for the final emplacement of waste. This includes, but is not limited to, receiving and processing facilities, emplacement and retrieval systems, and subsurface facilities to support emplacement.

The Contractor shall be responsible for all phases of construction for the temporary and permanent surface facilities. Surface facilities include access roads, temporary and permanent infrastructure, construction facilities, permanent plant process buildings, support facilities, auxiliary equipment, and balance of plant structures. Subsurface facilities include excavation and support of main entries, emplacement drifts, shafts and alcoves, ventilation and utilities systems, and performance confirmation testing support systems.

Examples of reports, documents or other products produced within this activity may include, but are not limited to: Establish the initial MGR construction baseline for CD-2, and Develop a Construction Execution Plan for CD-2.

J. Repository Operations

Repository Operations activities includes preparing various plans needed to put an operations organization into place for the initial operations of the repository, staffing for testing and startup of surface, and subsurface facilities and initial operations of the facility.

The Contractor shall provide operations input to the design and license application, prepare for operations, perform startup and initial operations, and operate all repository facilities.

Examples of reports, documents or other products produced within this activity may include, but are not limited to: Publish, and maintain current, the Functional and Operational Requirements for YMP, Prepare draft and final Startup and Testing Plans, Perform Operational Testing and demonstration runs, Initiate Hot Operations.

K. Systems Engineering

The Systems Engineering function focuses on defining needs and required functionality early in the project life-cycle; developing, documenting, and validating additional requirements; and verifying that the solution meets requirements.

Systems engineering ensure that several process control activities are established and are performed during project execution. These activities include Functions and Requirements Analysis and Allocation; Alternative Solutions Evaluation and Selection; Technical Integration; Configuration Management and Interface Control; and Verification and Validation.

The Contractor shall be responsible for implementing the Systems Engineering process in developing the configuration of the repository systems, structures, and components using a graded approach based on

risk (safety, technical, programmatic (e.g., regulatory or other commitments), and cost). The contractor shall ensure that the Risk Management Program considers integrated risk issues as input into the Risk Management Program.

Examples of reports, documents or other products produced within this activity may include, but are not limited to: Project Requirements Document, Project Design Criteria, System Design Descriptions (including Facility Design Descriptions for significant facilities), Functional and Operational Requirements Document.

2.0 Nevada Transportation Project

Nevada Transportation shall be responsible for: producing the conceptual design for the Nevada Rail; perform data collection required in support of the Rail Alignment EIS (including; Photogrammetry and Aerial Mapping, Geotechnical Engineering Analysis, and Hydrological Analysis); development of Nevada Transportation Project Level 3 Requirements; establishment of Design Criteria, as appropriate for the conceptual phase; identification and control of required interfaces; Institutional support; required data transmittal to the DOE EIS contractor; and necessary configuration management/integration to ensure efficient and acceptable performance of all associated work.

Examples of reports, documents or other products produced within this activity may include, but are not limited to: TBD

3.0 National Transportation Project

DOE may decide at a later date that the Contractor may be responsible for spent nuclear fuel and high-level radioactive waste transportation services. These include the development or acquisition of the necessary hardware, the operation of the hardware, the acceptance of spent nuclear fuel at reactor sites and DOE sites, and the necessary institutional expertise to support transportation of spent nuclear fuel and high-level radioactive waste to a DOE facility or facilities. The present DOE plans are to utilize Regional Services Contractors to provide these services, through direct DOE contracts. The integration of these activities with the Program will be the responsibility of the Contractor.

Prior to the start of any shipping campaign, DOE is responsible, as described in Section 180(c) of the NWP, to provide funds and technical assistance to States and Indian Tribes for training public safety officials of appropriate units of local government and Indian tribes through whose jurisdiction the Department plans to transport spent nuclear fuel or high-level waste. The law directs DOE to provide this assistance to States and Indian tribes to train their personnel responding to emergency situations and for safe routine transportation of nuclear materials. As the transportation component of the system is developed, the Contractor shall be responsible for assisting the Department in the development and implementation of the technical assistance program to the States and Indian Tribes eligible for assistance.

4.0 Essential Functions

A. Quality Assurance

- I. The NWP mandates that the OCRWM Program complies with applicable NRC regulations. These regulations include quality assurance requirements. Therefore, a comprehensive and effective Quality Assurance program is essential for the performance of work for all phases of the OCRWM Program. The NRC has prescribed quality assurance requirements and guidance for all aspects of the Program. OCRWM responsibilities, as the license applicant and owner, are to ensure that all of the quality assurance controls are in place for verification by NRC and to ensure that the systems, structures, and components under postulated conditions will not adversely affect the waste isolation capabilities of the site and cause undue risk to health and safety of the workers and the public.

2. The Quality Assurance functions to be performed by the Contractor include Quality Engineering, Quality Verification, and Quality Control functions for work performed under this contract by the Contractor, National Laboratories, Subcontractors and U. S. Geological Survey. Quality Engineering includes, but is not limited to: review of Contractor quality assurance procedures; review of Contractor procurement documents; in-process review of Contractor technical and design documents; providing advice to Contractor line organizations regarding quality assurance matters, especially in implementing a graded Quality Assurance program to ensure the Contractor's technical products are generated in full compliance with Quality Assurance Requirements and Description (QARD) requirements. Quality Verification includes, but is not limited to: self-assessments of Contractor processes; independent Quality Assurance program audits and surveillances of Contractor quality affecting activities; maintenance of the OCRWM Qualified Suppliers List (including quality assurance audits and surveillances of Bechtel SAIC suppliers of items and services); review, approval, and processing of Contractor generated deficiency and nonconformance reports; coordinate trending of Contractor and Bechtel SAIC supplier Quality Assurance program deficiencies (Non-Conformance Reports, Deficiency Reports and Corrective Action Reports) with OCRWM, Office of Quality Assurance. Quality Control includes, but is not limited to: independent inspection of in-process and installed facility items, receipt inspection of procured items, and nondestructive examination. The Contractor shall maintain on-site quality assurance representation at various off-site locations to provide Quality Engineering support as appropriate. Contractor shall have stop work authority over Contractor's activities to assure that work does not proceed in areas found to be significantly deficient in implementing quality assurance requirements.

OCRWM, Office of Quality Assurance will retain the responsibility for the development and maintenance of the QARD; Quality Assurance Program Management and Policy; QARD interpretation; the conduct of independent Quality Assurance program audits and surveillance at all major participant locations (other than audits of suppliers of items and services); and trending of Quality Assurance Program deficiencies (Non-Conformance Reports, Deficiency Reports and Corrective Action Reports).

OCRWM shall have access to Contractor and subcontractor facilities for purposes of quality assurance overview activities; such as audits, surveillance and reviews. Observers from NRC, state and local governments may participate in these oversight activities. The Contractor shall respond to all deficiencies identified.

B. Environmental Safety & Health

Worker and public safety and health, and protection of the environment, are critical objectives for the Contractor's Environment, Safety, and Health (ES&H) program during licensing, construction, and operation of a geologic repository.

The Contractor's Environment, Safety, and Health program shall be developed in accordance with a documented Integrated Safety Management System, as described in 48 CFR 970.5223-1, as amplified by the OCRWM Integrated Safety Management Plan. The Contractor shall develop and maintain implementing procedures that translate the Integrated Safety Management Plan requirements into work procedures and processes.

The Contractor shall continuously evaluate work activities and associated hazards to assure Environmental Safety and Health standards, practices and controls are appropriate. The Contractor shall, as appropriate, consider Environmental Safety and Health performance in selection of its subcontractors and incorporate Environmental Safety and Health requirements into subcontracts. The Contractor shall ensure that cost reduction and efficiency efforts are fully compatible with Environmental Safety and Health performance.

Protection of workers, the public and the environment are fundamental responsibilities of the Contractor and a critically important performance expectation. The Contractor's Environment, Safety and Health

program shall be operated as an integral, but visible, part of how the organization conducts business. The Contractor shall monitor all work performance to ensure compliance with implementing documents.

At different phases varying agreements between the Department of Energy and regulatory agencies are required. A systematic approach is needed to ensure that all agreements between the Department of Energy and regulatory agencies are complied with fully and commitments are met. The Contractor shall ensure that their subcontractors meet the terms and conditions of these agreements in the performance of their subcontracts.

The Contractor shall perform all activities in compliance with applicable health, safety, and environmental laws, orders, regulations, and national consensus standards where applicable and appropriate; and governing agreements and permits executed between the Department of Energy and regulatory and oversight government organizations. A systematic approach is needed to ensure full compliance. The Contractor shall take necessary actions to preclude injuries and/or fatalities, keep worker exposures and environmental releases as low as reasonably achievable below established regulatory limits, minimize the generation of waste, and maintain or increase protection to the environment, public and worker safety and health.

The Contractor will be expected continually to improve the Project's Integrated Safety Management System amplified by the OCRWM Integrated Safety Management Plan and its implementation. Safety and Health programs include those for industrial safety in office, field, and tunnel construction environments; industrial hygiene programs to include those for radon and silica protection; fire protection; occupational medicine; training; self and independent assessment programs; integrated safety review processes; operational and event reporting; accident investigations; emergency management; and development and use of performance indicators and lessons learned programs. Radiological protection programs will be required to control radon exposures and incidental use of source materials for testing and experimentation. It is recognized that the radiological protection program has to be expanded to address work activities associated with surface facility operations and handling high level waste. Environmental protection programs include maintenance and acquisition of regulatory permits and assuring operations are maintained as required by those permits, agreements or other regulatory requirements.

The Contractor shall be responsible for monitoring and data collection of the weather and other environmental conditions. These data will be used for models that support the repository design and the total system performance assessments. Monitoring results during the construction and operation phase will provide evidence of the Contractor's performance in maintaining acceptable environmental conditions.

The Contractor's ES&H program also must maintain effective and efficient communication with all OCRWM organizations, with the USGS and National Laboratories, and with other elements of the Contractor's organization to ensure that ES&H activities are fully implemented and coordinated and the fundamental objectives of the ES&H program are achieved.

C. Technical Information Management

The Contractor shall be responsible for maintenance of the integrated technical databases, application software and design documentation which hold field data, laboratory test results, engineering analyses, engineering designs, as-built information, waste inventory information, waste form characteristics, design information, performance assessment information, Licensing Support Network connectivity with appropriate data and information feeds to external parties, and comments and commitments to regulators and information feeds to external parties, and comments and commitments to regulators and oversight groups. The data will be traceable from collection to development and use in Site Recommendation and licensing documents, in accordance with Program quality assurance requirements

D. Public Information

The Contractor will provide timely and accurate information to government officials, the media, employees, stakeholders, and members of the public. Activities will include public policy and legislative analyses of OCRWM-related issues; management of public hearings and meetings; development of public information programs and products; supporting interactions with government entities, regulatory bodies and interested parties; internal communications; tours of Yucca Mountain; operation of three science information centers and a Freedom of Information Act reading room; and community outreach programs.

E. Support Functions

The Contractor shall be responsible for ensuring that common services are provided for health, safety and environmental protection, emergency management, and real property management. Some of the key common support functions are:

- training of Contractor personnel and others as specified by DOE
- property management
- inventory control
- vehicle and grounds maintenance
- design standards
- design control procedures
- general design criteria
- planning
- work control procedures
- safety analysis reviews
- site operations/infrastructure readiness
- energy management
- capital assets management
- procurement
- computer training
- media arts
- technical support in analyzing regulatory and legislative proposals

The Contractor shall be responsible for providing information management services, including information technology, telecommunications, records management, document production, reprographic services, and publication capabilities. All software development efforts will meet the criteria of Capability Maturity Model (CMM) Level 2 Certification or equivalent. The Contractor shall be responsible for managing, operating, and maintaining facilities and systems essential to information management system operations excluding those used by the federal staff and contractors providing direct support to the federal staff.

The Contractor shall be responsible for managing, operating, and maintaining site facilities and systems essential to site operations and surface testing. Functions may include providing electricity, water and janitorial services; controlling materials, property and warehousing supplies; operating a motor pool; providing staging for underground activities; providing utility feeds to underground operations; calibration of scientific equipment; maintaining public information capability; coordinating tours of the site; ensuring site security; and providing access control to work areas to ensure safe operations.

F. Management, Planning, and Control System Functions

The Contractor shall maintain management and project control systems in accordance with the Major System Management Policy and DOE Order 413.3, Project Management for the Acquisition of Capital Assets including the requirements and guidance in the Project Management Manual, related DOE Orders, and OCRWM procedures.

The Contractor shall maintain a management, planning and cost control structure, which utilizes work packages as the basis of the performance measurement process. The structure will ensure that, 1) at the work package level, work scope, cost, and schedule will be planned, baselined, and performed; 2) budgets will be established for labor, travel, subcontracts, materials, and other direct costs at the work package level time phased per the program schedule, and basis of estimates will be maintained; 3) actual performance will be assessed against the work package in terms of work accomplished and the actual cost of the work collected; 4) at the work package level, performance will be summarized into the Project Work Breakdown Structure (PWBS) at increasingly higher levels; 5) job numbers are established for the purpose of appropriately charging costs for the work being performed and tiered into the work package; 6) actual costs are reported at the work package level and summarized at each level of the PWBS.

The process of initiating job numbers will be defined and controlled by approved procedures to ensure that the work has been authorized and funded prior to costs being incurred. Actual and accrued costs will be collected at the job number level for the resources applied in the performance of the work, and the Contractor will ensure that these costs are linked to the accounting system as identified in Business Administration Functions.

The management and project control systems shall be used to identify risks and priorities; support project requirements (e.g., resources, financial and human resource management systems); assess performance against the baseline; allow the evaluation of the consequences (technical, cost, schedule) of new information, alternative activities and/or new financial scenarios; include estimating procedures, based on proven commercial techniques; propose, accumulate and report costs consistent with Generally Accepted Accounting Principles, Cost Accounting Standards, and DOE Accounting Policy; provide integrated financial, schedule, critical path analysis and activity tracking data to support baseline management; emphasize performance measurements, change control and trending data; provide the ability to both control and report direct and indirect costs; integrate data generated and provided by Bechtel Nevada, the National Laboratories, DOE, other prime contractors, the Contractor and its subcontractors; provide the information necessary to support the preparation of DOE reports pursuant to or as required by regulatory agreements; and provide DOE, via computerized files, periodic reports and analysis.

G. Business Administration Functions

The Contractor will provide, in the Las Vegas, Nevada area, general management activities, which include but are not limited to, legal services, audit services, payroll processing, business systems management, human resources, budget preparations, financial management, industrial relations and procurement. The Contractor shall maintain necessary systems to ensure that accurate and timely information is available for program management.

The Contractor must maintain, in Las Vegas area, a fully-integrated, automated accounting system that is linked to DOE's accounts through the use of reciprocal accounts and that has electronic capability to transmit monthly and year-end self-balancing trial balances to the Department's Primary Accounting System for reporting financial activities under this contract in accordance with requirements imposed by the contracting officer pursuant to the Laws, regulations and DOE directives clause of the contract. The system must have the capability to record the required financial transaction including encumbrances, to control and report costs by DOE reporting structure (appropriation, budget reporting number, activity, job, project number), and to produce auditable records.

5.0 Program Integration Functions

The Contractor shall implement a fully integrated management system in compliance with OCRWM requirements and shall implement quality, timely, and cost-effective programs and operations. The Contractor shall ensure all work under its direction is conducted in a manner that complies with applicable health, safety and environmental regulations; promotes and improves productivity and efficiency; and complies with regulatory requirements, agreements and guidance. The Contractor shall maintain the project

decision schedule and budgeting system, including the Integrated Budget Database. The Contractor shall support Program planning activities including assistance with revisions to the Civilian Radioactive Waste Management Program Plan and with Program planning sessions.

The Contractor shall manage work using integrated technical management systems in accordance with the Major System Management Policy (MSMP). The MSMP is a policy document, which defines how the CRWM Program is managed. The Contractor's integrated management system is to integrate the technical management (e.g., technical responsibilities and requirements, control and integration of the design process, and physical assets management); planning and control (e.g., establish cost and schedule baselines, identify roles and responsibilities, preparation of accurate cost estimates, establish work authorization process, and provide timely and traceable performance reports); and baseline management (e.g., establish a formal baseline change control process, and establish a formal configuration management system). The baseline shall describe activities over multiple years. The Contractor shall analyze and report on Program progress against the baseline. The Contractor shall maintain baseline control documents, such as, a work breakdown index, cost and schedule baselines, and monthly management reports on Program status.

The Contractor shall accept the OCRWM baseline documentation and the Configuration Management Information System at the expiration of the incumbent's contract and maintain both in accordance with the formal change control systems. The Contractor's transition plan shall address the review of the baseline documentation for continued implementation and enhancement.

The Contractor shall maintain a post closure safety case sufficient to provide an adequate basis for assessing the safety of the repository system and explaining the performance roles of the natural and engineered systems. The Contractor shall be capable of accommodating new information by periodically performing a Total System Performance Assessment (TSPA) and incorporating the most up to date information each time TSPA is run. The post closure safety case must address the ability of the repository system to protect the health and safety of the public. This strategy focuses on demonstrating how multiple natural and engineered barriers would work together to enhance post closure performance. As information about the site has increased, design has evolved, and performance assessments have become increasingly more sophisticated and the basis for the post closure safety case has improved. Accordingly, the strategy has evolved as the understanding of what is important to performance has improved. The Contractor must be capable of accommodating new information and changing Program constraints.

The Contractor shall coordinate and integrate the design functions to ensure compliance with regulatory requirements for protecting the public, workers, and the environment; to demonstrate that designs will operate cost-effectively and efficiently; to ensure that changes to designs and specifications are documented and controlled in accordance with OCRWM quality assurance requirements; and to verify that designs for facilities and equipment meet acceptance criteria and design requirements.

The Contractor shall maintain a Total System Life Cycle Cost estimate to be used in preparing an annual draft Fee Adequacy Report in accordance with the NWPA and use value engineering techniques to maintain lowest life cycle costs consistent with required levels of performance. The Contractor shall process and verify utility fee payment data and develop quarterly revenue projections.

In performing work under this contract, the Contractor shall comply with the applicable Federal, State and local laws and regulations. The Contractor shall comply with the requirements of DOE directives, or parts thereof, identified in the List of Applicable Directives (Section J Appendix E), appended to the contract, or a tailored set of requirements developed under a DOE approved process. The Contractor shall continuously evaluate work activities and associated hazards to assure Environmental Safety and Health standards, practices and controls are appropriate. The Contractor is responsible for assuring compliance with the requirements made applicable to the contract regardless of the performer of the work.

The Contractor shall maintain a fully integrated surveillance tracking, trending (excluding Program deficiencies trended by OCRWM, C2.8.0 Quality Assurance Functions) and reporting system to ensure site compliance with applicable health, safety, and environmental regulations; applicable DOE Orders and Standards; and quality assurance requirements. This includes the reporting and documenting of unplanned

occurrences such as spills, fires, damage to operating systems, personnel accidents, and exposure to hazardous material; subsequent critiques; disposition of unplanned occurrences; and tracking of corrective actions. The Contractor shall develop and implement a formal lessons learned program.

The Contractor shall ensure that all personnel, facilities, equipment, material, supplies, and services, except as may be expressly set forth in this contract or as furnished by the Government, are available to satisfy the terms of this contract. Further, the Contractor shall take all actions necessary for, or incident to, providing all necessary and related services to manage and subcontract for the programs and operations of the facilities as described in this Statement of Work. All supplies and services are to be procured in accordance with applicable rules, regulations and policies.

The Contractor shall be required to integrate the Waste Acceptance, Science and Technology, and National Transportation functions described in C2.18.0 and C2.19.0.

The decisions to recommend and approve the Yucca Mountain will entail significant policy decisions based on technical information about not only the site but also other components of a waste management system, including transportation, predisposal storage, finance, and system management. These policy decisions will involve the Secretary and other DOE programs, including Environmental Management, Defense Programs, Environmental Safety and Health, and the Office of Nuclear Nonproliferation; other federal agencies, particularly the Environmental Protection Agency, the Nuclear Regulatory Commission, the President's Council on Environmental Quality, and the Department of Interior; the President and the White House staff, including the Cabinet Council; the Congress; the State of Nevada and other states that may wish to comment; the nuclear utility industry; the nonproliferation and national security communities; the scientific community both within the U.S. and other nations also grappling with the nuclear waste problem; international organizations, such as the Nuclear Energy Agency and the International Atomic Energy Agency; and other stakeholders.

The Contractor will support DOE, both in Washington and Las Vegas, to shepherd the site recommendation through the policy process, including extensive communications with the many participants in the process, the analysis of policy issues, and other support activities. The integration of these support activities, including Science and Technology activities, with the technical program is vitally important. Similarly, the licensing process, though obviously focused on the Nuclear Regulatory Commission, also will involve many other parties, some supportive and others opposed, and will require significant contractor support that is integrated with the technical program.

C.3 WORK INTERACTIONS

1.0 Interaction with Other Program Participants

The OCRWM has interaction with and participation by numerous other organizations and prime contractors. The Contractor shall identify and integrate the work of the other organizations and prime contractors supporting the OCRWM Program in the accomplishment of Program milestones. The Contractor shall be required to integrate the Waste Acceptance and National Transportation functions if these functions are provided by other prime contractors.

The contractor shall coordinate the activities of the National Laboratories and the United States Geologic Survey. The National Laboratories and the United States Geological Survey (USGS) collectively and individually have provided many years of scientific and engineering studies on issues relevant to the natural physical processes of the site and the engineered materials. It is anticipated that the National Laboratories and USGS will continue to support the Program throughout the licensing process. The Contractor shall plan, integrate and manage the work activities of the National Laboratories and USGS. The work scopes of the National Laboratories and the USGS shall be defined by the Contractor, subject to DOE approval. The identification of work to be accomplished or continued by the National Laboratories and the USGS shall be consistent with Program needs. The Contractor shall ensure that all necessary testing data is appropriately

incorporated into project documents for development of the technical bases and the successful completion of scheduled milestones.

The NNSA/NSO currently provides infrastructure, emergency medical, fire response, security and logistical support and is the landlord of the site until such time as the Program receives congressional land withdrawal. The Contractor shall ensure that interfaces with the NNSA/NSO are maintained, work is coordinated effectively, and appropriate site support services continue. All of the NNSA/NSO services may be contracted for separately based upon make or buy analysis, the best overall interest of the government and DOE approval.

The Contractor shall coordinate with and provide support to the DOE and its Litigation Support Contractor in developing and implementing the Licensing Support Network. The Contractor shall transmit documents and relevant records to the Litigation Support Contractor (LSC) for screening and loading into the LSN.

The Contractor shall provide scientific test coordination interface for activities conducted under DOE cooperative agreements with Inyo County, Nye County, University and Community College System of Nevada, Atomic Energy of Canada Limited, Regulators, and others, as designated. The Contractor shall coordinate with activities performed by the Science and Technology program.