

1. AMENDMENT/MODIFICATION NO. <b>6</b>	2. EFFECTIVE DATE	3. REQUISITION/PURCHASE REQUEST NO.	4. PROJECT NO. (If applicable)
5. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555		6. ADMINISTERED BY (If other than block 5)	

7. CONTRACTOR NAME AND ADDRESS <i>(Street, city, county, state, and ZIP Code)</i> Tennessee Valley Authority Power Production Training Center Daisy, TN 37319	8. AMENDMENT OF SOLICITATION NO. DATED _____ (See block 9) MODIFICATION OF CONTRACT/ORDER NO. <b>NRC-05-76-357</b> DATED <b>9/27/76</b> (See block 11)
---	---

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offerors 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 signing and returning \_\_\_\_\_ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

**31X0200.300**                      **B & R No. 30-19-06**                      **Fin. N. X1157**                      **\$381,000.00**

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a)  This Change Order is issued pursuant to \_\_\_\_\_  
The Changes set forth in block 12 are made to the above numbered contract/order.

(b)  The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

(c)  This Supplemental Agreement is entered into pursuant to authority of **41 U.S.C. 252 (c)(10)**.  
It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

The purpose of this modification is to update agreement terms, extend the period of performance through September 30, 1983, and provide FY 1980 funding.

Accordingly, the following changes are made:

I. Article I - Period of Performance, is deleted in its entirety, and the following new Article I is substituted in lieu thereof:

"Article I - Period of Performance The period of performance is September 27, 1976 through September 30, 1983."

Approved by TVA  
Board of Directors  
SEP 29 1980  
*HSD*  
ASSISTANT SECRETARY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. <input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT		<input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <b>4</b> COPIES TO ISSUING OFFICE	
14. NAME OF CONTRACTOR/OFFEROR BY <i>W. F. Willis</i> (Signature if person authorized to sign)		17. UNITED STATES OF AMERICA BY <i>Kellogg V. Morton</i> (Signature of Contracting Officer)	
15. NAME AND TITLE OF SIGNER (Type or print) W. F. Willis General Manager	16. DATE SIGNED <b>SEP 29 1980</b>	18. NAME OF CONTRACTING OFFICER (Type or print) Kellogg V. Morton	19. DATE SIGNED <b>9-19-80</b>

II. Article II - Scope of Work, the following changes are made:

- A. Paragraph B is deleted in its entirety, and the following new paragraph B is substituted in lieu thereof:

"B. The utilization of the BWR and PWR reactor simulators is estimated to be for a minimum of twenty-five (25) weeks at forty hours per week for each reactor simulator. Scheduling of simulators and classrooms is subject to TVA approval."

- B. Paragraph C is deleted in its entirety, and the following new paragraph C is substituted in lieu thereof:

"C. The availability of the BWR and PWR reactor simulators shall occur between the hours of 12:00 midnight and 8:00 a.m. or an equivalent number of hours during the period of time designated by TVA as the third shift. In the event that during the scheduled usage of the stipulated reactor simulators, time becomes available between the hours of 8:00 a.m. and 4:00 p.m. or an equivalent number of hours during the period of time designated by TVA as the first shift, or between the hours of 4:00 p.m. and 12:00 midnight or an equivalent number of hours during the period of time designated by TVA as the second shift, the first and second shift time may be used in lieu of the third shift time at no increase in cost. It is recognized by both parties that usage of the simulator facilities will intensify during the period of use provided under this agreement and that scheduling conflicts may be experienced. TVA will through its best efforts, try to schedule third shift time for use by NRC. However, in the event that scheduling conflicts occur during the third shift and rescheduling on another third shift is not feasible, available simulator time will be utilized on the first and second weekly shifts or weekends to accommodate NRC requests."

III. Article III - Estimate of Costs and Obligation of Funds, the following changes are made:

- A. Paragraph A is deleted in its entirety, and the following new paragraph A is substituted in lieu thereof:

"A. The estimated cost of the FY 1981 effort is \$651,000.00. This is based on an hourly rate of \$323.00 which includes one thousand (1000) hours of utilization of each BWR and PWR reactor simulator, a classroom, and a furnished office including a telephone, estimated to total \$646,000.00. The technical materials and information are estimated to be \$5,000.00. TVA shall be reimbursed for the materials at cost plus the appropriate overhead rate."

- B. Paragraph B is deleted in its entirety, and the following new paragraph B is substituted in lieu thereof:

"B. The estimate cost of the FY 1982 and FY 1983 effort is as follows:

FY 1982 - \$681,000.00  
 FY 1983 - \$715,000.00

This estimate of cost is based upon the hourly rates set forth in Attachment I, Hourly Rates for FY 1981, FY 1982, and FY 1983 which is incorporated herein and made a part of this agreement. The items of cost applicable to FY 1982 and FY 1983 are as follows:

- 1) Utilization of the BWR and PWR reactor simulators and classrooms for one thousand (1000) hours each in FY 1982 and in FY 1983 at an hourly rate of \$338.00 and \$355.00, respectively.
- 2) Technical materials and information estimated to be \$5,000.00 per year."

- C. Paragraph D is deleted in its entirety, and the following new paragraph D is substituted in lieu thereof:

"D. Total estimated costs of the work for FY 1981 through FY 1983 inclusive are \$2,047,000.00."

- D. Paragraph E is deleted in its entirety, and the following new paragraph E is substituted in lieu thereof:

- "E. 1) The amount obligated by the NRC in this Modification No. 6 is \$381,000.00.
- 2) The total amount obligated by the NRC under this agreement since its inception, including this Modification No. 6, is \$954,400.00."

- IV. Article V - NRC Contacts, is deleted in its entirety, and the following new Article V is substituted in lieu thereof:

"Article V - NRC Contacts

Technical

Mr. Ed Fox  
 (301) 492-7941

Contracts

Mr. Levi Baisden  
 (301) 427-4365"

- V. Article VII - Contract Share or Benefit Exclusion is deleted in its entirety, and the following new Article VII is substituted in lieu thereof:

"Article VII - Contract Share or Benefit Exclusion

No member of or delegate to Congress or Resident Commissioner, or any officer, employee, special Government employee, or agent of TVA shall be admitted to any share or part of this agreement or to any benefit that shall arise therefrom, unless the agreement be made by a corporation for its general benefit, nor shall NRC offer or give, directly or indirectly, to any officer, employee, special Government employee, or agent of TVA, any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value, except as provided in 18 C.F.R. § 1300.735-12 or -34 (1980). Breach of this provision shall constitute a material breach of this agreement."

- VI. All other terms and conditions of this agreement, as modified, remain unchanged.

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

(f) Subcontracts. Except as provided in 41 CFR §20-1.5402(h), the contractor shall include this article, including this paragraph, in subcontracts of any tier. The terms "contract," "contractor," and "Contracting Officer," shall be appropriately modified to preserve the government's rights.

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

(h) Waiver. A request for waiver under this clause shall be directed in writing through the Contracting Officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in §20-1.5411."

Under ARTICLE X - GENERAL PROVISIONS/ALTERATIONS, the General Provisions, entitled, "Cost Type Research and Development Contracts with Commercial Organizations" dated 2/6/80 is hereby deleted and replaced by the General Provisions, entitled, "Cost Type Research and Development Contracts with Educational Institutions" dated 2/15/78.

The following clause is added to the above General Provisions:

FPR Temp  
Reg No. 50

"Utilization of Small Business Concerns  
and Small Business Concerns Owned and  
Controlled by Socially and Economically  
Disadvantaged Individuals"

June 20, 1979

The following clauses are deleted in their entirety from the above General Provisions:

Article No. 55      Publication and Publicity

Article No. 56      Dissemination of Contract Information

ATTACHMENT I

HOURLY RATES FOR FY 1981, FY 1982, AND FY 1983

Hourly rates for each simulator and simulator classroom usage will be as follows:

- A) BWR and PWR reactor simulator and simulator classrooms (Monday - Friday).
  - (1) \$323.00/hr October 1, 1980 - September 30, 1981
  - (2) \$338.00/hr October 1, 1981 - September 30, 1982
  - (3) \$355.00/hr October 1, 1982 - September 30, 1983
  
- B) The hourly rates listed above shall be subject to a surcharge of \$5.00/hr on Saturdays and \$10.00/hr on Sundays for use of the simulators if less than 15 days' notice is given to TVA for weekend use.
  
- C) Classrooms provided separately from the simulator and simulator classroom will be charged the TVA office service branch's annual distribution rate for space in the Chattanooga, Tennessee, area.