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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 3

1 of 3

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

121

9/2/98

NMS-97-009 8/28/98

6. ISSUED BY

CODE

7. ADMINISTERED BY (if other than item 6)

CODE

U.S. Nuclear Regulatory Commission
Division of Contracts and Property Mgt.
Attn: T-7-1-2

Washington DC 20555

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

(X) 9A. AMENDMENT OF SOLICITATION NO.

Southwest Research Institute
6220 Culebra Road, PO Drawer 28510
San Antonio TX 78228-0510
Wesley C. Patrick, President, CNWRA
210-522-5158 TIN # 74-1070544

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

Con# NRC-02-97-009

10B. DATED (SEE ITEM 13)

X

10-15-1987

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

N/A

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

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

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

X

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

D. OTHER (Specify type of modification and authority)

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

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

Please see attached.

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PDR CONTR
NRC-02-97-009 PDR

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

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

Barbara D. Meehan

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

The purpose of this modification is to add the final indirect rate for Fiscal Year 1997, change the name of one of the Center Review Group members in the award fee plan, and make some administrative changes to the paragraph numbering in sections H and I. Accordingly, the following changes are made:

Section G.1.E is revised to add the final indirect rate for Fiscal Year 1997 as shown on the attached change page 25.

The numbering of the two Sections H.7 shown on pages 37 and 38 is changed to H.7.a and H.7.b as shown on the attached.

"Section I.2 -Reserved" is added to page 49 as shown on the attached.

Page 5 of Attachment 11 (award fee plan) is revised to delete the name "Margaret V. Federline" and substitute the name "John T. Greeves" as shown on the attached.

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

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

Job Code D1035 (HLW)

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

Total FY98 Obligation amount \$10,773,270

Cumulative Total of NRC Obligations for JC 1035 (HLW) \$11,218,270.

Job Code D1035 (Spent Fuel (CIS))

Total FY97 obligation amount \$200,000

Total FY98 obligation amount \$250,000

Cumulative Total of NRC Obligations for JC 1035 (SP CIS) \$450,000.

Job Code J5164 (Tank Waste Remediation)

Total FY98 obligation amount \$250,000

Cumulative Total of NRC Obligations for JC J5164 \$250,000.

Job Code J5206 (Spent Fuel Dry Transfer)

Total FY97 obligation amount \$25,000.

Total FY98 obligation amount \$200,000.

Cumulative Total of NRC Obligations for JC J5206 \$225,000.

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

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

Job Code J5186 (TMI-2 Fuel Debris)
Total FY98 obligation amount \$175,000.
Total FY98 deobligation amount \$8,000.

Cumulative Total of NRC Obligations for JC J5186 \$167,000.

Job Code J5226 (Private Fuel Storage)
Total FY98 obligation amount \$158,000

Cumulative Total of NRC Obligations for JC J5226 \$158,000

This modification does not obligate new funds.

E. The following states the final audited indirect rates which apply to this contract.

Overhead for CNWRA	Overhead for SwRI	Applicable Period
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Basic Contract Period (NRC-02-88-005) (10/15/87 - 10/14/92)

91.57%	126.66%	10/15/87 - 9/30/88
80.87	125.43	10/1/88 - 9/30/89
71.75	125.90	10/1/89 - 9/30/90
71.35	129.60	10/1/90 - 9/30/91
67.84	129.70	10/1/91 - 9/30/92
70.78	134.92	10/1/92 - 10/14/92

First Renewal Period (NRC-02-93-005)

70.78%	134.92	10/15/92 - 9/24/93
70.52	139.74	9/25/93 - 9/30/94
71.57	138.58	10/1/94 - 9/29/95
64.71	136.97*	9/30/95 - 9/27/96
71.69	140.37*	9/28/96 - 9/26/97

*See ceiling rate set forth on page 24.

G.2 Technical Direction

G.2.1. - Definition

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

1. Technical direction to the CNWRA which shifts work emphasis within the Job Code/major program area/subtask, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the scope of work for the directive.
2. Providing assistance to the CNWRA in the preparation of drawings, specifications or technical portions of the work description.
3. Review and where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the CNWRA to the Government under the contract.

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

1. Shifts work between job codes.
2. Constitutes an assignment of additional work outside the general scope of the individual job code/major program area/subtask.

- (i) Security Clearance Personnel. The Contractor shall not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The Contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.
- (j) Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data, relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12356.)
- (k) Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the CO, the Contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.
- (l) In performing the contract work, the Contractor shall assign classifications to all documents, material, and equipment originated or generated by the contractor in accordance with classification guidance by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, or equipment shall provide that the subcontractor or supplier shall assign classifications to all such documents, material, and equipment in accordance with classification guidance furnished by the contractor.

H.7.a Site Access Badge Procedures (FEB 1995)

The Contractor shall ensure that all its employees, including any subcontractor employees and any subsequent new employees who are assigned to perform work herein and require site access, are approved by the government for building access.

Within ten working days after award of a contract, execution of a modification of a contract or proposal of new personnel for contract tasks requiring site access, the firm so notified must furnish properly completed security applications for employees. Timely receipt of properly completed security applications is a contract requirement.

The Government shall have and exercise full and complete control over granting denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract shall be required to complete and submit to the Contractor representative an acceptable Form 176 (Statement of Personal History), and two FD-258 (Fingerprint Charts) at least 48 hours prior to performing services at the NRC. The Contractor representative will submit the documents to the Project Officer who will give them to the Division of Security. Since the NRC/Government approval process takes 45 to 60 days or longer from receipt of acceptable security applications, the NRC may, among other things, grant or deny temporary building access approval to an individual based upon its review of the information contained in the GSA Form 176. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that NRC and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the Contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The Contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e. temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

The contractor will advise the NRC CNWRA PM or DPM, who, in turn, will advise the Division of Security, of the termination or dismissal of any employee who has applied for, or has been granted, NRC building access approval. It is the responsibility of the Contractor to obtain and return to the Division of Security, any photo-identification or temporary badge of an individual who no longer requires access to NRC space.

H.7.b NRCAR 2052.204-71 Site Access Badge Requirements (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all Contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the Contractor in obtaining the badges for the Contractor personnel. It is the sole responsibility of the Contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any Contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the Contractor's duty to assure that Contractor personnel enter only those work areas necessary for performance of contract work, and to assure the safeguarding of any Government

I.2 Reserved

I.3 52.216-18 ORDERING (OCT 1995)

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

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

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

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

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

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

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

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

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

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

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

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

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are

C. Organization Structure for Award Fee Administration

The following organizational structure is established for administering the award fee provisions of the contract.

1. Fee Determination Official (FDO)

- a. The FDO is the Director, NMSS, or his designee.
- b. Primary FDO responsibilities are:
 - (1) Determining the award fee earned and payable for each evaluation period as addressed in Part D.
 - (2) Changing the matters covered in this plan as addressed in Part E, as appropriate.

2. Center Review Group (CRG)

- a. The Chairman of the CRG is John J. Linehan, or his designee. The CRG consists of the following members:

John T. Greeves
 Charles J. Haughney
 Sharon D. Mearse
 E. William Brach

Advisors: Deborah A. DeMarco
 Donald F. Hassell
 Barbara D. Meehan

Evaluation Coordinator: Barbara Stiltenspole

- b. The Chairman may recommend the appointment of non-voting members to assist the Group in performing its functions.
- c. The CRG will:
 - (1) Conduct ongoing evaluations and assessments of the CNWRA's overall performance and submit a Performance Evaluation Report (PER) to the FDO covering the Group's findings and recommendations for each evaluation period, as addressed in Part D.
 - (2) Considering proposed changes in this plan and recommending those it determines appropriate for adoption by the FDO, as addressed in Part E.

3. Performance Monitors (PM)

- a. PMs are all Program Element Managers and the Senior Contract Specialist.
- b. Each PM will be responsible for complying with the General Instructions for Performance Monitors, Attachment D-1, and any specific instructions of the CRG Chairman as addressed in Part D. Primary PM responsibilities are: