

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

FFS# 5097R008

1 4

2. AMENDMENT/MODIFICATION NO.

95

3. EFFECTIVE DATE

10/23/96

4. REQUISITION/PURCHASE REQ. NO.

RFPA NMS-93-005 10/22/96

5. PROJECT NO.
(if applicable)

6. ISSUED BY

CODE

U. S. Nuclear Regulatory Commission
Division of Contracts, M/S T-712
Washington, DC 20555

7. ADMINISTERED BY
(If other than Item 6)

CODE

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

Southwest Research Institute
6220 Culebra Road
Post Office Drawer 28510
San Antonio, Texas 78228-0510

Wesley C. Patrick, President, CNWRA
(210) 522-5158
TIN# 74-1070544

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NRC-02-93-005

10B. DATED (SEE ITEM 13)

10/15/87

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. 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 completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

B&R # 75015251005 JC# D1035 BOC#252a Appn. No. 31X0200 Obligate: \$6,703,000

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

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. 52.243-2 Changes - Cost Reimbursement

X 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 ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

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

D. OTHER (Specify type of modification and authority)

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

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

Please see attached pages.

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

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

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

Barbara D. Meehan

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

OCT 23 1996

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

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PDR CONTR
NRC-02-93-005 PDR

o/h
DFOR

The purpose of this modification is to obligate \$6,703,000 in Job Code D1035, to authorize an additional \$3,000,000 and to revise Section H.27 entitled "Government Furnished Equipment/Property". Accordingly, the following changes are made:

Revise Section B.2.B.b and d to increase the amount obligated in Job Code D1035 by \$6,703,000 as shown on the attached page 4.

Revise Section B.2.B.e to increase the amount authorized in Job Code D1035 by \$3,000,000 as shown on the attached page 5.

Revise Section H.27 to delete a router in Crystal City and replace it with a router in Rockville as shown on the attached page 48.

All other terms and conditions of this contract, including the ceiling amount for the renewal period of \$89,898,141.00, remain the same.

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

Job Code D1035 (HLW)

Total FY92 obligation amount \$1,640,300
Total FY93 obligation amount \$8,025,000
Total FY94 obligation amount \$9,373,700
Total FY94 deobligation amount \$56,000
Total FY95 obligation amount \$9,933,000
Total FY96 obligation amount \$9,550,400
Total FY96 deobligation amount \$25,000
Total FY97 obligation amount \$6,703,000

Cumulative Total of NRC Obligations for JC 1035 \$45,144,400.

Job Code L1590 (LSS)

Total FY92 obligation amount \$50,000.
Total FY93 deobligation amount \$55,259.71.
Cumulative Total of NRC Obligations for JC L1590 \$50,000.
Cumulative Total of NRC Deobligations for JC L1590 \$55,259.71 (Note that since this exceeds the amount obligated for the renewal period, funds in the amount of \$5,259.71 will be deobligated from funds obligated in the first five year period of the contract.)

Job Code L1793 (WSS)

Total FY93 obligation amount \$60,000.
Total FY95 obligation amount \$242,000.
Total FY96 obligation amount \$125,000.
Total FY97 obligation amount \$40,000.
Cumulative Total of NRC Obligations for JC L1793 \$467,000.

Job Code B6666 (Research)

Total FY93 obligation amount \$4,983,000
Total FY94 obligation amount \$5,733,000
Total FY95 obligation amount \$5,795,000
Cumulative Total of NRC Obligations for JC B6666 \$16,511,000.

Job Code L2516 (MRS)

Total FY96 deobligation amount \$35,771.68
Cumulative Total of NRC Obligations for JC2516 \$0
Cumulative Total of NRC Deobligations for JC2516 \$35,771.68 (Deobligated from carryover funds from the first 5 year contract period)

Job Code D1070 (TRS)

Total FY96 deobligation amount \$31,857.13
Cumulative Total of NRC Obligations for JCD1070 \$0
Cumulative Total of NRC Deobligations for JCD1070 \$31,857.13 (Deobligated from carryover funds from the first 5 year contract period)

Description of Changes Incorporated by Modification 95 to NRC-02-93-005

Page 4

Job Code J5164 (TWR)

Total FY97 obligation amount \$60,000.00

Cumulative Total of NRC Obligations for J5164 \$60,000.00

This modification obligates \$6.703,000 in Job Code D1035.

B. October 15, 1992 - September 26, 1997

- a. The total estimated ceiling amount of this Cost-Plus-Award-Fee type contract for the above mentioned period is \$89,898,141.
- b. The amount presently obligated by the Government with respect to this contract for this period is \$62,114,771.19. In addition, carryover funds in the amount of \$2,939,101.64 are available for use in this renewal period as indicated below.

The award fee pool will be as stated in the AFDP. The plan will reflect the actual award fee pool based on cumulative estimated costs for performance of approved Operations/Project Plans. The applicable base fee percentage is also described in the AFDP.

- c. Evaluation of the award fee earned will be accomplished in accordance with the then current AFDP, see Attachment 11. Neither the determination as to the amount of fee available during a given period, the amount of award fee earned, nor the determination of the criteria under which the subject award fee will be made, shall be subject to FAR Subpart 52.233-1, entitled "Disputes."
- d. Total funds currently obligated by Job Code (JC) are as follows:

High-Level Waste
Job Code: D1035
New Funds: \$ 45,225,400.00
Carryover: 1,439,917.55
Deobligation: 81,000.00
Total: 46,584,317.55

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

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

Waste Solidification Systems
Job Code: L1793
New Funds: \$ 467,000.00
Carryover: 175,391.87
Total: 642,391.87

Research
Job Code: B6666
New Funds: \$ 16,511,000.00
Carryover: 1,216,795.36
Total: 17,727,795.36

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

Tank Waste Remediation
Job Code: J5164
New Funds: \$60,000.00
Carryover: \$0
Total: \$60,000.00

Total New Funds Obligated for Renewal Period: \$ 62,313,400.00
New Funds Deobligated During Renewal Period: 198,628.81
Previously Obligated Funds Deobligated During
Renewal Period: 5,259.71

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

High-Level Waste
Job Code: D1035
Amount: \$ 39,422,917.55

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

Research
Job Code: B6666
Amount: \$ 15,763,975.36

Waste Solidification Systems
Job Code: L1793
Amount: \$642,391.87

Transportation
Job Code: D1070
Amount: \$0

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

Tank Waste Remediation
Job Code: J5164
Amount: \$60,000.00

Total amount authorized: \$ 55,945,644.48

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

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

B.3 Remittance Address

Southwest Research Institute
P.O. Drawer 841671
San Antonio, Texas 75284-1671

Section C - Description/Specifications/Work Statement

C.1 Statement of Work for Operation of the Center for Nuclear Waste Regulatory Analyses

C.1.1 Concept for CNWRA Support to NRC

C.1.1.1 Nuclear Waste Policy Act of 1982

The Nuclear Waste Policy Act of 1982, as amended (NWPAA) sets forth the policy of the United States with regard to the management, storage and disposal of this nation's high-level radioactive waste from commercial and defense activities. The NWPAA charges the Department of Energy (DOE) as the lead Federal Agency to manage the siting, construction,

H.26 Contractor Acquired Government Equipment/Property

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

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

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

(d) Only the equipment/property listed in this clause in the quantities shown, will be acquired by the contractor. Additional equipment/property as defined in (a) and (b) above may be acquired only after contracting officer approval is authorized by an amendment to this clause. The equipment/property listed in this clause is subject to the provisions of the "Government Property" clause.

H.27 Government Furnished Equipment/Property

(a) The NRC will provide the contractor with the following items for use under this contract:

Item	Tag No.	Quantity	Location
Router	039994	1	San Antonio, TX
Router	057892	1	Rockville, MD
Multiplexer	052407	1	San Antonio, TX
Power Supply	052408	1	San Antonio, TX
Power Supply	052409	1	San Antonio, TX
Power Supply	058725	1	Rockville, MD