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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE FFS# 5097R006	PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 94	3. EFFECTIVE DATE 10/15/96	4. REQUISITION/PURCHASE REQ. NO. RFPA NMS-93-005 10/15/96		5. PROJECT NO. (If applicable)	
6. ISSUED BY 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. X 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 # 75015211020 JC# J5164 BOC#252a Appn. No. 31X0200 Obligate: \$60,000

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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement of the parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 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.

Dr02
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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) Robert E. Chatten, Director, Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Barbara D. Meehan	
15B. CONTRACTOR'S OFFER BY (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	
15C. DATE SIGNED 11/04/96		16C. DATE SIGNED OCT 17 1996	

The purpose of this modification is to obligate and authorize \$60,000.00 in Job Code J5164, to incorporate the FY97 Operations Plans, to incorporate final indirect rates for FY95, revises the listing of key personnel, and revises the procedures for approval of work for others. Accordingly, the following changes are made:

Revise Section B.2.B.b and d to add "Tank Waste Remediation" with initial funding of \$60,000.00 in Job Code J5164 as shown on the attached page 4.

Revise Section B.2.B.e to indicate the amount authorized in Job Code J5164 by \$60,000.00 as shown on the attached page 5.

Revise Section C.3 to incorporate the FY97 Operations Plans as shown on the attached page 12.

Revise Section G.1.E. to incorporate final indirect rates for FY95 as shown on the attached page 22a.

Revise Section H.1 to delete R. Johnson from the list of key personnel as shown on the attached page 35.

Revise Attachment 16 to the contract to delete the internal NRC requirement to obtain the approval of the Director, NMSS for non-NRC work for others requests from the CNWRA not exceeding \$50,000.00. See revised page 6 to Attachment 16.

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

Cumulative Total of NRC Obligations for JC 1035 \$38,441,400.

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 94 to NRC-02-93-005

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Job Code J5164 (TWR)

Total FY97 obligation amount \$60,000.00

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

This modification obligates \$60,000 in Job Code J5164.

d. Total funds currently obligated by Job Code (JC) are as follows:

High-Level Waste
JC: D1035
AMOUNT: \$31,303,604

Transportation
JC: D1070
AMOUNT: \$ 596,200

Research
JC: B6666
AMOUNT: \$11,662,000

Licensing Support System
JC: L1590
AMOUNT: \$ 508,880

Waste Solidification Systems
JC: L1793
AMOUNT: \$ 419,000

Monitored Retrievable Storage
JC: L2516
AMOUNT: \$ 100,000

Total amount obligated: \$44,589,684

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

High-Level Waste
JC: D1035
AMOUNT: \$31,203,604

Transportation
JC: D1070
AMOUNT: \$ 596,200

Research
JC: B6666
AMOUNT: \$11,662,000

Licensing Support System
JC: L1590
AMOUNT: \$ 508,880

Waste Solidification Systems
JC: L1793
AMOUNT: \$ 419,000

Monitored Retrievable Storage
JC: L2516
AMOUNT: \$ 50,000

Total amount authorized: \$44,439,684

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>
Oct. 15, 1987 - Apr. 14, 1988	\$102,009	\$102,009
Apr. 15, 1988 - Oct. 14, 1988	\$158,444	\$138,639
Oct. 15, 1988 - Apr. 14, 1989	\$275,870	\$275,870
Apr. 15, 1989 - Oct. 14, 1989	\$296,996	\$278,434
Oct. 15, 1989 - Apr. 14, 1990	\$318,735	\$290,846
Apr. 15, 1990 - Oct. 14, 1990	\$445,789	\$417,930
Oct. 15, 1990 - Apr. 14, 1991	\$450,777	\$394,430
Apr. 15, 1991 - Oct. 14, 1991	\$424,240	\$413,634
Oct. 15, 1991 - Apr. 14, 1992	\$482,533	\$473,486
Apr. 15, 1992 - Sept. 26, 1992	\$299,452	\$290,094

Note that some of the funds which were obligated and authorized during the base contract period are shown as carryover funds in Section B.2.B.

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 \$55,411,771.19. 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: \$ 38,522,400.00
Carryover: 1,439,917.55
Deobligation: 81,000.00
Total: 39,881,317.55

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: \$ 55,610,400.00
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: \$ 36,422,917.55

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: \$ 52,945,644.48

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,

C.3 Incorporation of Operations/Project Plans

The Contractor shall perform the work described under the then current Program Element Plans in accordance with the approved Operations/Project Plans which reflect the mutually agreed upon scope and spending plan for the work in each element/project. The following approved detailed Operations/Project Plans are hereby incorporated by reference.

Operations Plans for the Division of Waste Management for FY97 (subject to future revision). Waste Solidification Systems for FY97 and Tank Waste Remediation System Licensing for FY97.

C.4 Meetings

The Center shall participate in NRC meetings as follows:

C.4.1 Technical Meetings and Other Formal Contractual Meetings

The Center shall participate at meetings in which NRC plans to provide technical direction or discuss technical work done or being proposed by the Center. Such meetings are scheduled and chaired by the NRC in accordance with an agenda coordinated with the Center. Only the NRC is authorized to issue technical direction, work directives or otherwise change the requirements of this contract in accordance with specific limitations of authority herein.

C.4.2 Management Meetings

When required by NRC, the Center shall participate in management meetings, often held in conjunction with, but where appropriate, separate from, technical direction meetings for the purpose of discussion of the conduct of the contracted effort with Center management officials. During these meetings the Center shall brief the NRC regarding any problems encountered and/or problems anticipated and their effect on the terms of the contract. Modifications and/or the addition of new required work to the contract and revised program element plans will also be discussed jointly and the NRC may decide on any necessary changes. The Contracting Officer will issue a written directive to the Center based on changes agreed to at the meeting.

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

G.2.1. - Definition

- A. The term "Technical Direction" is defined to include the following:
1. Technical direction to the Center which shifts work emphasis within the Job Code/key technical issue/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 Center in the preparation of drawings, specifications or technical portions of the work description.

4. Contractor's Financial institutions. 9-digit ABA identifying number for routing transfer of funds.
 5. Telegraphic abbreviation of contractor's financial institution.
 6. Account number at contractor's financial institution if it receives electronic funds transfer messages through the Federal Reserve Communications System.
 7. Name and address of the correspondent financial institution if the contractor's financial institution does not receive electronic funds transfer messages through the Federal Reserve Communications System.
 8. Correspondent financial institution's 9-digit ABA identifying number for routing transfer of funds.
 9. Telegraphic abbreviation of correspondent financial institution.
 10. Signature and title of person supplying this information.
- C. Any changes to the information furnished under paragraph (B) of this clause shall be furnished to the Contracting Officer in writing. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous bank accounts.

Section H - Special Contract Requirements

H.1 Key Personnel

- A. The following individuals are considered to be essential to the successful performance of the work hereunder. Additional key personnel may be designated by the CO in individual work directives issued hereunder.

W. Patrick
A. Chowdhury
J. Russell
M. Jarzemba
N. Sridhar
C. Connor
R. Manteufel
R. Baca
R. Green
J. Stamatakis

L. McKague
B. Hill
P. Lichtner
G. Cragnolino
A. Dewispelare
R. Pabalan
E. Pearcy
D. Ferrill
B. Mabrito
S. Mohanty

H. Garcia
P. Mackin
B. Sagar
W. Murphy
S. Hsiung
D. Turner
A. Bagtzoglou
G. Wittmeyer
S. Stothoff

Please Note:

The following page is revised page 6 to attachment 16 to the contract.

stability of staff and funding at the CNWRA and would, preferably, increase that stability. The expertise, including labor hours and other resources required to conduct the work, should be delineated.

4. The requested work would not materially reduce the effectiveness of the CNWRA in carrying out its primary mission to provide support to NRC's HLWM Program (i.e., would not significantly impact costs, scope, or schedule of NWA work assigned to the Center by NRC).
5. The requested work would augment or help to maintain capabilities, technologies, management methods, and technical expertise of importance to NRC and its HLW mission.

Costs related to preparing justifications for performing work and to developing proposals in response to NRC request would be included in the Center's overhead pool. Costs for responding to requests for work from outside NRC will be borne by Southwest Research Institute (SwRI) and will not be reimbursed by NRC.

Upon receipt of the Center's request for authorization to perform the work, the NRC CNWRA Program Manager will distribute copies of the request and the justification to members of the WFOC. A meeting will be scheduled to review the request and to make a recommendation within 10 calendar days from the date of receipt. All justifications will be evaluated and authorized, based on the requirements in the FAR, restrictions in NRC's contract with SwRI for operation of the Center, these procedures, and the priorities of the currently approved program and the proposed work.

Assuming that the justification package, as submitted, is complete, the WFOC will arrive at a decision at that meeting as to whether to recommend approval of authorization to the Center to accept the work. The NRC CNWRA Program Manager will submit the WFOC's recommendation, with the approval of the Director, NMSS to the NRC Contracting Officer. For work outside of the NRC not exceeding \$50,000, the approval of the Director, NMSS is not required. The NRC Contracting Officer will determine whether the requested action is in compliance with the FAR and the contract terms and conditions, and will seek resolution of any contractual issues raised by the Center's request. After resolution, the NRC Contracting Officer will inform the Center of NRC's decision. The NRC CNWRA Program Manager, after the Contracting Officer has provided authorization to the Center, will inform the Commission of all work for others approved for placement at the Center.

For work for others, authorized by the NRC Contracting Officer, the Center will establish individual financial and labor resource tracking accounts. Center management, the NRC Contracting Officer, and the NRC CNWRA Program Manager will ensure overhead and management costs are properly distributed. Proposals for NRC work, that include the technical scope, schedules, and required resources, once accepted by the