

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

M0004

08/18/2015

6. ISSUED BY

CODE

NRCHQ

7. ADMINISTERED BY (if other than Item 6)

CODE

US NRC - HQ
ACQUISITION MANAGEMENT DIVISION
MAIL STOP 3WFN-05-C64MP
WASHINGTON DC 20555-0001

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

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

SOUTHWEST RESEARCH INSTITUTE
ATTN LAURA KLUS
NA
SAN ANTONIO TX 782385166

x

10A. MODIFICATION OF CONTRACT/ORDER NO.
NRC-HQ-12-C-02-0089

10B. DATED (SEE ITEM 13)

CODE 007936842

FACILITY CODE

09/27/2012

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 ACKNOWLEDGEMENT 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)

0000-00000-RECON-00-000000-00-0-000-00000-0000

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

CHECK ONE	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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.217-9 Exercise of Option Year 2

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ 0 _____ copies to the issuing office.

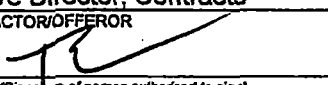
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of the modification is to (1) exercise Option Year Two, thereby increasing the ceiling from \$58,100,000 to \$66,700,000.00 and (2) revise the period of performance, (3) modify points of contact in G.1 through G.3 and Attachment 8, (4) modify G.6 2052.216-71 INDIRECT COST RATES-ALTERANTE 2 (OCT 1999) (5) modify H.14 to incorporate remaining property from NRC-02-07-006 and (6) modify Clause I.12 52.222-2 Payment for Overtime Premiums (Jul 1990) paragraph (a).

See Continuation pages for modification.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) R. B. Kalmbach Executive Director, Contracts		18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SHARLENE M. MCCUBBIN	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 09/03/2015	18C. DATE SIGNED 08/27/2015

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

SEP 10 2015

ADM002

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NRC-HQ-12-C-02-0089/M0004

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NAME OF OFFEROR OR CONTRACTOR
SOUTHWEST RESEARCH INSTITUTE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Period Of Performance: 09/29/2012 to 09/28/2016(changed) Base and Exercised Options: \$66,700,000.00 (changed) Base and All Options: \$84,400,000.00</p> <p>Period of Performance: 09/28/2012 to 09/28/2016</p>				

The purpose of the modification is to (1) exercise Option Year Two, thereby increasing the ceiling from \$58,100,000 to \$66,700,000.00 and (2) revise the period of performance, (3) modify points of contact in G.1 through G.3 and Attachment 8, (4) modify G.6 2052.216-71 INDIRECT COST RATES-ALTERANTE 2 (OCT 1999) (5) modify H.14 to incorporate remaining property from NRC-02-07-006 and (6) modify Clause I.12 52.222-2 Payment for Overtime Premiums (Jul 1990) paragraph (a). THEREFORE, THE FOLLOWING SECTIONS ARE REVISED:

1. SECTION B.2 CONSIDERATION AND OBLIGATION-INDEFINITE QUANTITY CONTRACT, item (a) - deleted the first sentence and replace with the following:

"(a) The total ceiling of this contract for the products/services under this contract is \$66,700,000 (inclusive of base period and option year 1 and option year2).

2. Section F.6 PERIOD OF PERFORMANCE (ALTERNATE IV) (AUG 2011)

The initial ordering period for this contract shall commence on September 28, 2012 and will expire on September 28, 2016. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional one-year option.

Base Period: September 28, 2012 – September 28, 2014 (two years)
Option Period 1: September 28, 2014 – September 28, 2015 (exercised)
Option Period 2: September 28, 2015 – September 28, 2016 (exercised)
Option Period 3: September 28, 2016 – September 28, 2017 (one year)

3. Section G1 through G.3 are hereby modified as follows:

G.1 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY (NOVEMBER 2006)

(a) The contracting officer's authorized representative (hereinafter referred to as the COR) for this contract is:

Name: Tracy Clark,
Address: Program Planning, Budgeting and Program Analysis Staff
Mail Stop: TWFN 04/A12
Washington, D.C. 20555
Telephone: (301) 415-5943
Email: Tracy.Clark@nrc.gov

(b) Performance of the work under this contract is subject to the technical direction of the NRC COR. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor 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 contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The Contracting Officer's Representative does not have the authority to and may not issue any technical direction which:

- (1) Constitutes an assignment of work outside the general scope of the contract.
- (2) Constitutes a change as defined in the "Changes" clause of this contract.
- (3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
- (4) Changes any of the expressed terms, conditions, or specifications of the contract.
- (5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the COR or must be confirmed by the COR in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within the COR's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the COR is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the COR may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 -Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the COR shall:

- (1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.
- (2) Assist the contractor in the resolution of technical problems encountered during performance.
- (3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.
- (4) Assist the contractor in obtaining the badges for the contractor personnel.
- (5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRG issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRG controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRG, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRG Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

G.2 TECHNICAL ASSISTANCE SPONSORS

A. The individuals listed in "C" below are hereby designated as Technical Assistance Sponsors. The individual Technical Assistance Sponsors have overall technical responsibility for the work placed at the Center, within their respective areas, as detailed in paragraph C. below and are responsible for: (1) identifying, prioritizing and recommending work to be placed at the Center; (2) monitoring the Center's progress to ensure that work completed is commensurate with resources expended and is on schedule including surveillance and assessment of performance, and recommending to the NRC CO changes in requirements; (3) interpreting the scope of work as required; (4) performing technical evaluations as necessary; (5) performing technical reviews and acceptances as required; and (6) assisting the Center in the resolution of technical problems encountered during performance. Within the purview of this authority the Technical Assistance Sponsors are authorized to review all costs requested for reimbursement by the Center which are associated to their particular program area and submit recommendations for approval, disapproval, or suspension for supplies/services required under the contract to the NRC CNWRA Program Manager. The NRC CO is responsible for directing or negotiating any changes in terms, conditions, or amounts cited in the contract and elements.

B. The Technical Assistance Sponsors are not authorized to approve or request any action which results in or could result in an increase in contract cost; or terminate the contract, settle any claim or dispute arising under the contract or issue any unilateral directive whatsoever.

C. The Technical Assistance Sponsors are:

Spent Fuel Management	Mark Lombard, Director Division of Spent Fuel Management, NMSS
Spent Fuel Management	Anthony Hsia, Deputy Director Division of Spent Fuel Management, NMSS
DUWP Sponsor	Andrew Persinko, Deputy Director Division of Decommissioning, Uranium Recovery and Waste Programs, NMSS
FCSS Sponsor	Marissa Bailey, Director Division of Fuel Cycle Safety, Safeguards and Environmental Review, NMSS

FCSS Sponsor: Craig Erlanger, Deputy Director
Division of Fuel Cycle Safety, Safeguards and Environmental
Review, NMSS

RES Sponsor: Brian Sheron, Director
Office of Nuclear Regulatory Research

G.3 CENTER PROGRAM MANAGEMENT

G.3.1 NRC CNWRA Program Manager

- A. The individual listed in "C" below is hereby designated as the NRC CNWRA Program Manager.

The NRC CNWRA PM is responsible for: (1) monitoring the overall program performance of the Center's operations; (2) assuring appropriate integration of work assigned to the Center; (3) assessing the overall performance of the Center; and (4) recommending approval, disapproval, or suspension of costs requested for reimbursement by the Center based on review of the Center's progress and input received from the individual Technical Assistance Sponsors, NRC TO CORs and CORs.

- B. The NRC CNWRA PM is not authorized to approve or request any action which results in or could result in an increase in contract cost; or terminate the contract, settle any claim or dispute arising under the contract, or issue any unilateral directive whatsoever.

- C. Name: Anthony Hsia, Deputy Director
Division of Spent Fuel Management, NMSS
Mail Stop: TWFN-4 B 3 4
Washington, D.C. 20555
Telephone Number: (301) 415-9956

G.3.2 NRC CNWRA Deputy Program Manager

- A. The individual listed in "C" below is hereby designated as the NRC CNWRA Deputy Program Manager.

The NRC CNWRA DPM assists/acts for the NRC CNWRA PM in his responsibilities for: (1) monitoring the overall program performance of the Center's operations; (2) assuring appropriate integration of work assigned to the Center; (3) assessing the overall performance of the Center; and (4) recommending approval, disapproval, or suspension of costs requested for reimbursement by the Center based on review of the Center's progress and input received from the individual Sponsors, NRC COR or TO CORs.

- B. The NRC CNWRA DPM is not authorized to approve or request any action that results in or could result in an increase in contract cost; or terminate the contract, settle any claim or dispute arising under the contract, or issue any unilateral directive whatsoever.

- C. Name: Constance Schum
Office Address: Program Planning, Budgeting and Program Analysis Staff
Mail Stop: TWFN 04/A12
Washington, D.C. 20555
Telephone Number: (301) 415-5628

In addition to Section G, **Attachment 8**, Award Fee Determination Plan Section C.2. Center Review Group (CRG) paragraph a is also updated to reflect the correct points of contact.

2. Center Review Group (CRG)

a. The Chairman of the CRG is Mark Lombard or his designee, the CRG consists of the following member:

- Mark Lombard, NMSS/DSFM
- Anthony Hsia, NMSS/DSFM
- Andrew Persinko, NMSS/DUWP
- James Rubenstone, NMSS/YMD
- Brian Thomas, RES
- Michael Case, RES
- Robin Baum, OGC
- Sharlene McCubbin, ADM/AMD

4. G.6 2052.216-71 INDIRECT COST RATES-ALTERANTE 2 (OCT 1999) change to:

Indirect Cost Pool	FY14 Provisional Billing Rates	FY15 Provisional Billing Rates	FY16 Projected Provisional Billing Rates	Allocation Base
CNWRA Fringe Benefits	[REDACTED]	[REDACTED]	[REDACTED]	CNWRA Direct Labor
CNWRA Overhead	[REDACTED]	[REDACTED]	[REDACTED]	CNWRA Direct Labor & Fringe Benefits
CNWRA G&A	[REDACTED]	[REDACTED]	[REDACTED]	CNWRA Direct Labor & Fringe Benefits
CNWRA Combined Overhead & G&A	[REDACTED]	[REDACTED]	[REDACTED]	CNWRA Direct Labor & Fringe Benefits
SWRI Overhead	[REDACTED]	[REDACTED]	[REDACTED]	SWRI Direct Labor & Fringe Benefits
SWRI G&A	[REDACTED]	[REDACTED]	[REDACTED]	SWRI Direct Labor & Fringe Benefits
SWRI Combined Overhead & G&A	[REDACTED]	[REDACTED]	[REDACTED]	SWRI Direct Labor & Fringe Benefits
Materials Handling Burden	[REDACTED]	[REDACTED]	[REDACTED]	Direct Materials & Subcontracts
Cost on Facilities Capital Combined SwRI	[REDACTED]	[REDACTED]	[REDACTED]	Total Direct SwRI Labor
Cost on Facilities Capital Combined CNWRA	[REDACTED]	[REDACTED]	[REDACTED]	Total Direct CNWRA Labor

5. H.14 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY (AUG 2011)

(a) The NRC will provide the contractor with the following items for use under this contract, which are hereby transferred from Contract Number NRC-02-07-006 to Contract Number NRC-HQ-12-C-02-0089:

Barcode	Asset Name	PN	Model	Serial Number	Manufacturer	FSC	Price
04893	Cyclic Corrosion Chamber	None	CCT-NC-40	NC-40-F-41977	Auto Technology	6636	[REDACTED]
NRC03215	Scaler/Retemeter/SCA	48-1651	2200	110912	Ludlum	6695	[REDACTED]
NRC03216	Alpha Scintillation Detector	47-1516	43-1	RP112636	Ludlum	6695	[REDACTED]
NRC03220	21K Centrifuge w/High Speed Fixed Angle Rotor #04-976-694	04-977-21K	None	15920164	Fisher	4330	[REDACTED]
NRC03221	Benchtop Beta Radiation Shields	None	None	None	Welch	6665	[REDACTED]
NRC03224	Aneroid Barograph, Oakton 3 Speed	G0857002	None	None	Oakton	6655	[REDACTED]
NRC03225	Multichannel Peristaltic Cassette Pump	72-500-000	None	3315	Manostat	4320	[REDACTED]
						Total	\$69,270.32
	Non Taggable Equipment						
not taggable	Acid Digestion Bomb (125 ML)	4748	None	None	Parr Instrument Co	6685	[REDACTED]
not taggable	Acid Digestion Bomb (125 ML)	4748	None	None	Parr Instrument Co	6685	[REDACTED]
not taggable	Acid Digestion Bomb (125 ML)	4748	None	None	Parr Instrument Co	6685	[REDACTED]
not taggable	Acid Digestion Bomb (125 ML)	4748	None	None	Parr Instrument Co	6685	[REDACTED]
not taggable	Acid Digestion Bomb (125 ML)	4748	None	None	Parr Instrument Co	6685	[REDACTED]
not taggable	Acid Digestion Bomb (125 ML)	4748	None	None	Parr Instrument Co	6685	[REDACTED]
not taggable	Acid Digestion Bomb (125 ML)	4748	None	None	Parr Instrument Co	6685	[REDACTED]
not taggable	Acid Digestion Bomb (125 ML)	4748	None	None	Parr Instrument Co	6685	[REDACTED]
not taggable	Acid Digestion Bomb (125 ML)	4748	None	None	Parr Instrument Co	6685	[REDACTED]
not taggable	Acid Digestion Bomb (125 ML)	4748	None	None	Parr Instrument Co	6685	[REDACTED]
not taggable	Acid Digestion Bomb (125 ML)	4748	None	None	Parr Instrument Co	6685	[REDACTED]
not taggable	Acid Digestion Bomb (125 ML)	4748	None	None	Parr Instrument Co	6685	[REDACTED]
not taggable	Guelph Permea meter (POC: Don Bannon)	2800	None	None	Soil Moisture Equipment Corp	6695	[REDACTED]
not taggable	Soil Water Sampler	None	None	None	Soil Moisture Equipment Corp	6695	[REDACTED]
						Total	\$10,603.00

6. Clause I.12 52.222-2 Payment for Overtime Premiums (Jul 1990) paragraph (a) as follows:

“(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed [REDACTED] or the overtime premium is paid for work—”

All other terms and conditions remain the same.