

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT D CODE	PAGE OF PAGES 1 8
2. AMENDMENT/MODIFICATION NO. M0007	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. ZEROREQ-NMSS-17-0061	5. PROJECT NO. (If applicable)
6. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-8E06M WASHINGTON DC 20555-0001	CODE NRCHQ	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 ATTN PUAL MALDONADO 6220 CULEBRA RD SAN ANTONIO TX 782385166		(X) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 007936842		FACILITY CODE	
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-HQ-12-C-02-0089	
		10B. DATED (SEE ITEM 13) 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)
See Schedule

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

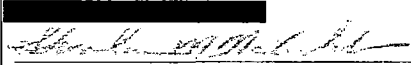
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) 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 Option to Extend the Term of the Contract & 52.243-2 Changes- Cost Reimbursement Alt. II

E. IMPORTANT Contractor is not, is required to sign this document and return 1 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 this modification is to: (1) Extend the period of performance by six months, from 09/30/2017 to 03/31/2018 (2) incorporate the Approved Billing Rates for FY2014-FY 2019; 3) revise Section C.12 of the Statement of Work; (4) revise the following clauses in Section H: H.2 OTHER CONTRACTS - PRIOR NOTIFICATION, H.3 ORGANIZATIONAL CONSTRAINTS, H.6 NOTIFICATION AND REPORTING FOR H.3.3, H.9 MAINTENANCE OF THE CENTER, and H.10 2052.215-70 KEY PERSONNEL (JAN 1993); and 5) replace Attachment 3 and incorporate the most current AP 2 procedures.

Ceiling Amount: \$75,800,000.00 (Unchanged)
 Period of Performance: 09/28/2012-03/31/2018 (Changed)
 Period of Performance: 09/28/2012 to 03/31/2018

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	SHARLENE M. MCCUBBIN
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
Signature of person authorized to sign	 (Signature of Contracting Officer)
	06/22/2017

NSN 7540-01-152-8070
Previous edition unusable

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

SUNSI REVIEW COMPLETE

TEMPLATE - ADM001

JUN 06 2017

ADM002

3. Section I.5 52.216-18 ORDERING (OCT 1995), paragraph (a), is deleted in its entirety and replaced as follows:

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through March 31, 2018.

4. Section I.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000), paragraph (c), is deleted in its entirety and replaced as follows:

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

5. Section C.12 is deleted and replaced with the following:

C.12 NRC Access to Center facilities to read "The contractor shall assure that NRC personnel have access to appropriate Center facilities and activities and obtain the cooperation of all Center personnel with respect to the scope of this contract, consistent with NRC funding of same."

6. The following clauses in SECTION H - SPECIAL CONTRACT REQUIREMENTS are hereby updated as follows:

SwRI/CNWRA and NRC agreed to change to the following Special contract requirements clauses to better reflect the current and anticipated nuclear energy and nuclear waste programs: H.2 OTHER CONTRACTS - PRIOR NOTIFICATION, H.3 ORGANIZATIONAL CONSTRAINTS, H.6 NOTIFICATION AND REPORTING FOR H.3.3, and H.9 MAINTENANCE OF THE CENTER.

H.2 OTHER CONTRACTS - PRIOR NOTIFICATION

A. SwRI Proposed Contracts Related to the Nuclear Fuel Cycle

Notwithstanding the provisions of Clause H.1, the contractor shall afford NRC 30 days to review any contemplated new contracts related to the nuclear fuel cycle for work in the United States to assure that (a) no conflict of interest exists with NRC's project activities including the Nuclear Waste Policy Act (NWPA), as amended, and (b), for the Center, proper balance and adequate resources will continue to be available for the NRC waste management program. Should NRC object to an anticipated contract, the contractor is prohibited from entering into the contract.

B. SwRI DOE Funded Work

1. Conflict of Interest Review

SwRI is prohibited from performing DOE-funded work that is related to the NWPA. Furthermore, the contractor shall request a COI review on work that meets either of the following criteria:

- (a) The proposed DOE-funded work may be related to the NWPA or the nuclear fuel cycle, or
- (b) The proposed DOE-funded work may have direct and/or likely application to the NWPA program.

SwRI is required to notify NRC of any DOE-funded work related to the nuclear fuel cycle for which SwRI has been notified of contract award that would cause the numerical goal for such work established in the current version of SwRI Administrative Practice (AP)-2 to be exceeded. The notification shall include the steps SwRI plans to take to reduce total net revenue from DOE-funded work related to the nuclear fuel cycle to below the numerical goal established in AP-2.

2. Goal for SwRI's DOE-funded Work

The contractor is required to comply with NRC approved SwRI Administrative Practice AP-2 entitled "Administrative Practice for Control of Conflict of Interest Related to the Quantity of Department of Energy Funded Work related to the nuclear fuel cycle with respect to the U.S. Nuclear Regulatory Commission Nuclear Waste Policy Act Program. SwRI's failure to meet the numerical goal as established in SwRI Administrative Practice AP-2 shall not, by itself, constitute default under this contract.

3. Reporting Requirements for SwRI's Non-NWPA Related DOE Work

SwRI shall submit a complete list or table of all active contracts involving DOE funding related to the nuclear fuel cycle twice a year (one report covering SwRI fiscal periods 1-6 and another report covering SwRI fiscal periods 7-13) including client, title of work, estimated dollar amount, and period of performance. All revenue calculations and comparisons with the numerical goal will be based on SwRI DOE actual net revenue, associated with work related to the nuclear fuel cycle, as described in SwRI Administrative Practice AP-2. The report shall also include SwRI total DOE actual gross revenue, associated with work related to the nuclear fuel cycle for the period covered by the report for information purposes only. These reports shall be provided to NRC within 6 weeks after the end of the last period covered by the report.

C. Definition of the term "nuclear fuel cycle"

As used in this clause, the term "nuclear fuel cycle" is defined as follows: The series

of steps involved in fabricating and supplying fuel for commercial nuclear reactor. The commercial nuclear fuel cycle includes the mining, milling, and isotopic enrichment of nuclear materials. It includes the fabrication of fuel elements from these materials, and their use in a reactor; the chemical reprocessing to recover the fissionable material remaining in the spent fuel, and the storage and disposal of the nuclear material and its radioactive constituents, refabrication of recycled and/or reprocessed nuclear materials into new fuel elements; and waste disposal of the resulting radiologically contaminated waste products from these processes. At-reactor independent spent fuel storage installations are considered to be part of the nuclear fuel cycle for purposes of clause H.2. However, contracts related to nuclear reactor design, construction, operation, and inspection associated with the generation of commercial electrical power, although included in the above definition of nuclear fuel cycle, are not required to be submitted for review.

- D. The contractor shall make its contracts related to the nuclear fuel cycle available for inspection if requested by NRC for conflict of interest purposes.

H.3 ORGANIZATIONAL CONSTRAINTS

H.3.1 The Center is prohibited from competing with any non-FFRDC concern in response to a Federal Agency's formal Request for Proposals for other than the operation of an FFRDC. This prohibition does not apply to any parent organization or other subsidiary of the parent organization in its non-FFRDC operations.

H.3.2 The contractor agrees to operate the Center as a not-for-profit organization outside the control of any organization that could give rise to a conflict of interest.

H.3.3 Limitation of Contracting

A General

The contractor agrees that, because of the Center's special relationship with the NRC, the contractor will not contract with any other governmental agency for work at the Center without the prior written approval of the CO. Furthermore, the contractor will not accept any commercial contract work at the Center except as permitted by the following paragraphs and Attachment 3 of this contract entitled, "Procedures for Using the Center for Nuclear Waste Regulatory Analyses, for Work for the Nuclear Regulatory Commission and Others, within its Areas of Special Competency."

B. Acceptance of Work at the Center and Use of Core Center Staff on Projects Managed by the Center

The contractor is permitted to use Core Center Staff (as defined in Attachment 3, Section 3.2, of this contract) on projects outside the Charter program that are managed by the Center when such staff is not being fully used by the NRC's waste management program and NRC's work for others

program, and neither a conflict nor a potential conflict of interest exists (refer to clauses H.1 and H.2 of this contract). The exception granted in Item iii below shall be subject to review, reconsideration, and possible rescission in the event DOE resumes active work under the NWPA or any successor statute thereto.

The contractor may accept commercial contract work at the Center without submitting a "work for others" request under Attachment 3, Section 5, of this contract provided that the work is within one or more areas of "special competency" of the Center and (i) is not nuclear-related, unless such work is funded by NRC or another NRC contractor; (ii) does not create a conflict or a potential conflict of interest (refer to clauses H.1 and H.2 of this contract); (iii) is not nuclear fuel cycle related work for the DOE, contractors to DOE under the NWPA, nor States or affected Tribes that may participate in the repository or associated interim storage site programs (as described in Attachment 3, Section 2 of this contract); and (iv) does not negatively impact work (including not being able to meet all established milestones) under this or any other NRC contract with the Center.

C. Use of Core Center Staff on Projects Managed by Other Contractor Business Units (including any other department within Division 20)

The contractor is permitted to use Core Center Staff (as defined in Attachment 3, Section 3.2, of this contract) on commercial and government projects managed by contractor business units other than the Center when such staff is not being fully used by the NRC's waste management and work for others programs, and neither a conflict nor a potential conflict of interest exists (refer to clauses H.1 and H.2 of this contract). Core Center Staff may be assigned to projects managed by other business units without the Center submitting a "work for others" request under Attachment 3, Section 5, of this contract provided that the work is within one or more areas of "special competency" of the Center and (i) is not nuclear-related, unless such work is funded by NRC or another NRC contractor; (ii) does not create a conflict or a potential conflict of interest (refer to clauses H.1 and H.2 of this contract); (iii) is not nuclear fuel cycle related work for the DOE, contractors to DOE under the NWPA, nor States or affected Tribes that may participate in the repository or associated interim storage site programs (as described in Attachment 3, Section 2 of this contract); and (iv) does not negatively impact work (including not being able to meet all established milestones) under this or any other NRC contract with the Center. The exception granted in Item iii above shall be subject to review, reconsideration, and possible rescission in the event DOE resumes active work under the NWPA or any successor statute thereto.

H.6 NOTIFICATION AND REPORTING FOR H.3.3

In accordance with clause H.3.3, the Center shall provide a brief annual report or notification, in advance of performing the work, of all work for others performed under that clause. The report notification shall include a brief description of the work, level of effort, period of performance, and shall briefly address each of the criteria noted in paragraph 2 of H.3.3.B and paragraph 1 of H.3.3.C. H.16.3 (i). If the data in this report Any notification that indicates a need for additional funding beyond that already obligated, this information may only be used as support to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause (FAR 52.232-22)."

H.9 MAINTENANCE OF THE CENTER

The contractor shall maintain the Center which includes as a minimum:

A. Business Entity

The Center shall remain as an autonomous entity that meets the FFRDC requirements of Part 35 of the Federal Acquisition Regulations.

The Center shall be operated as a not-for-profit organization free of control by any organization whose affiliations could give rise to a conflict of interest.

B. Organizing and Staffing

The Center shall be organized and staffed to effectively and efficiently perform the mission stated in the Center Charter (Attachment 1).

C. Planning and Coordinating

The contractor shall plan all activities necessary to effectively perform the mission of the Center and coordinate the annual NRC program review, as requested by NRC. The annual program review will include a summary of relevant elements of the CNWRA strategic plan for the succeeding years of the contract.

H.10 2052.215-70 KEY PERSONNEL (JAN 1993)

- (a) The following individuals are considered to be essential to the successful performance of the work hereunder:

(To be specified in each respective task order issued under this IDIQ contract.)

*The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

7. Attachment 3 is revised to reflect the current changes of NMSS.

See Attachment 3.

8. This modification also recognized the most current changes to SwRI/CNWRA document entitled AP-2 in which NRC agreed to incorporate within the next modification to the contract.

See Attachment AP-2 Revision 1

All other terms and conditions of the contract remain the same.