

2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. ZEROREQ-AMD-18-0022	5. PROJECT NO. (If applicable)
6. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-07B20M 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 PAUL MALDONADO 6220 CULEBRA RD SAN ANTONIO TX 782385166	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. 31310018D0001
		10B. DATED (SEE ITEM 13) 03/30/2018
CODE 007936842	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 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)  
N/A

**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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 CHANGES-COST REIMBURSEMENT (AUG 1987) - ALTERNATE I (APR 1984)
	D. OTHER (Specify type of modification and authority)

**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) update the indirect billing rates in paragraph (a) of G.3 2052.216-71 INDIRECT COST RATES-ALTERANTE II (OCT 1999) to reflect Revised Forward Pricing Rate Recommendation (FPRR) dated April 4, 2018, these rates were established by DCMA, per Southwest Research Institute's Forward Pricing Rate Proposal, dated December 07, 2017, and DCAA Audit Report 3311-2018W23000001, dated 29 March 2018; (2) update Section G.7 Electronic Payment to reflect NRC's new payment office, Department of Treasury, Bureau of the Fiscal Service; and (3) replace clause H.29 in its entirety to correct paragraph A first sentence and delete outdated language in paragraph C. See Pages 3-5 of the modification for details.

Ceiling Amount for Base Year: \$8,098,087.00 (Unchanged)

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SHARLENE M. MCCUBBIN
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA 
	16C. DATE SIGNED 05/17/2018

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
31310018D0001/P00001PAGE OF  
2 5NAME OF OFFEROR OR CONTRACTOR  
SOUTHWEST RESEARCH INSTITUTE

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Ceiling Amount for Base Year and All Option Years: \$51,999,812.00 (Unchanged)  Period of Performance: 03/30/2018 to 03/29/2019				



Clause H.29 is being revised as follows:

1. The first sentence Paragraph A “Notwithstanding the provisions of Clause H.1” is replaced with “In accordance with the provisions of Clause H.3”.
2. Paragraph C deleting the last sentence “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.” As a result of these changes, Clause H.29 is being deleted and replaced in its entirety.

## **H.29 OTHER CONTRACT-PRIOR NOTIFICATION**

### **A. SwRI Proposed Contracts Related to the Nuclear Fuel Cycle**

In accordance with the provisions of Clause H.3, 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.29.

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.

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