

CMBDRF

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
2 5

2. AMENDMENT/MODIFICATION NO. 001
3. EFFECTIVE DATE See block 15c below.
4. REQUISITION/PURCHASE REQ. NO. NMS-00-001 3/29/00
5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission
7. ADMINISTERED BY (if other than Item 6)

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
ICF, Incorporated
9300 Lee Highway
Fairfax, VA 22031
Contact: Frances M. Schossow
Telephone no.: (703) 218-2761
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO.
Con# NRC-02-00-001
10B. DATED (SEE ITEM 13)
01-03-2000

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 of 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) N/A

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

(X) 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:
D. OTHER (Specify type of modification and authority) Bilateral. G.4 2052.216-71 Indirect Cost Rates, and mutual agreement of the parties.

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.)

See continuation 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) PAUL E. BAILEY SK. VICE PRESIDENT
15B. CONTRACTOR/OFFEROR Paul E. Bailey (Signature of person authorized to sign)
15C. DATE SIGNED 3/31/00
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Donald A. King Contracting Officer
16B. UNITED STATES OF AMERICA BY Donald A. King (Signature of Contracting Officer)
16C. DATE SIGNED 03-30-2000

Template = ADM-001

ADM02

The purpose of this modification is to: (1) establish contract ceiling indirect cost rates based on the U. S. Environmental Protection Agency, Office of the Inspector General's letter dated February 25, 2000, that verified receipt of ICF's proposed FY 2000 Forward Pricing Rate (Unaudited) and ICF's facsimiles dated March 28, 2000, and March 29, 2000, concerning the establishment of contract ceiling indirect rates; and (2) revise Section J List of Attachments by adding attachment number 8 entitled "Procedures for Resolving Differing Professional Views.

Accordingly, the contract is modified as follows:

- (1) Subsection G.4, NRCAR 2052.216-71 INDIRECT COST RATES, is deleted entirely and the following is substituted in lieu thereof:
 - (a) Pending the establishment of final indirect rates which must be negotiated based on audit of actual costs, the contractor shall be reimbursed for allowable cost as follows:

<u>Category</u>	<u>Rate</u>	<u>Base</u>	<u>Effective Period</u>
Overhead-	[REDACTED]	Direct labor plus Fringe	1/03/2000 - until revised
Casual	[REDACTED]	Direct labor plus Fringe	1/03/2000 - until revised
Fringe Benefit	[REDACTED]	Direct labor cost	1/03/2000 - until revised
Casual	[REDACTED]	Direct labor cost	1/03/2000 - until revised
G&A-	[REDACTED]	Total Cost	1/03/2000 - until revised
Casual	[REDACTED]	Total Cost	1/03/2000 - until revised

- (b) The Contracting Officer may adjust the above rates as appropriate during the term of the contract upon acceptance of any revisions proposed by the contractor. It is the contractor's responsibility to notify the contracting officer in accordance with FAR 52.232-20, Limitation of Cost, or FAR 52.232-22, Limitation of Funds, as applicable, if these changes affect performance of work within the established cost or funding limitations.

- (c) For this contract, the ceiling amount reimbursable for indirect cost, is as follows:

<u>Category</u>	<u>Rate</u>	<u>Base</u>	<u>Effective Period</u>
Overhead	[REDACTED]	Direct labor plus Fringe	1/03/2000 - 1/02/2005
Casual	[REDACTED]	Direct labor plus Fringe	1/03/2000 - 1/02/2005
Fringe Benefit -	[REDACTED]	Direct labor cost	1/03/2000 - 1/02/2005
Casual	[REDACTED]	Direct labor cost	1/03/2000 - 1/02/2005
G&A-H&B	[REDACTED]	Total Cost	1/03/2000 - 1/02/2005
Casual	[REDACTED]	Total Cost	1/03/2000 - 1/02/2005

- (d) In the event that indirect rates developed by the cognizant audit activity on the basis of actual allowable costs are less than the ceiling rates, the rates established by the cognizant audits must apply. The Government shall not be obligated to pay any additional amounts for indirect costs (Overhead and G&A) above the ceiling rates set forth above for the applicable period. In the event that the fringe benefit indirect rate developed by the cognizant audit activity on the basis of actual allowable costs is higher than the fringe benefit ceiling rate established, due to changes in law or market forces beyond the contractor's control, the government and the contractor will negotiate an equitable adjustment to the fringe benefit rate.
- (2) Section J List of Attachments is revised by adding attachment number 8 entitled "Procedures for Resolving Differing Professional Views. Therefore, Section J List of Attachments is deleted entirely and the following is substituted in lieu thereof:

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENTS (MAR 1987)

ATTACHMENT NUMBER	TITLE	DATE	NO. OF PAGES
1	NRC Organizational Conflicts of Interest	N/A	9
2	Billing Instructions	3/96	10
3	NRC Handbook 3.8	7/9/95	35
4	Contractor Spending Plan (CSP) Instructions	N/A	2
5	SF 3881, Payment Information Form ACH Vendor Payment System	12/90	1
6	License Tracking System Data Sheet	N/A	1
7	List of PNL cost studies	N/A	1
8	Procedures for Resolving Differing Professional Views [End of List]	12/1/99	2

ATTACHMENT NO. 8

§2052.242-71 Procedures for Resolving Differing Professional Views.

As prescribed in 2042.570-2(b), the contracting officer shall include the following clause as an attachment to cost reimbursement solicitations and contracts for professional services, as appropriate. This clause may not be altered by the contracting officer.

Procedures for Resolving NRC Contractor Differing Professional Views (DPVs) (Oct 1999)

(a) The following procedure provides for the expression and resolution of differing professional views (DPVs) of health and safety related concerns of NRC contractors and contractor personnel on matters connected to the subject of the contract. Subcontractor DPVs must be submitted through the prime contractor. The prime contractor or subcontractor shall submit all DPV's received but need not endorse them.

(b) The NRC may authorize up to eight reimbursable hours for the contractor to document, in writing, a DPV by the contractor, the contractor's personnel, or subcontractor personnel. The contractor shall not be entitled to any compensation for effort on a DPV which exceeds the specified eight hour limit.

(c) Before incurring costs to document a DPV, the contractor shall first determine whether there are sufficient funds obligated under the contract which are available to cover the costs of writing a DPV. If there are insufficient obligated funds under the contract, the contractor shall first request the NRC contracting officer for additional funding to cover the costs of preparing the DPV and authorization to proceed.

(d) Contract funds shall not be authorized to document an allegation where the use of this NRC contractor DPV process is inappropriate. Examples of such instances are: allegations of wrongdoing which should be addressed directly to the NRC Office of the Inspector General (OIG), issues submitted anonymously, or issues raised which have already been considered, addressed, or rejected, absent significant new information. This procedure does not provide anonymity. Individuals desiring anonymity should contact the NRC OIG or submit the information under NRC's Allegation Program, as appropriate.

(e) When required, the contractor shall initiate the DPV process by submitting a written statement directly to the NRC Office Director or Regional Administrator responsible for the contract, with a copy to the Contracting Officer, Division of Contracts and Property Management, Office of Administration. Each DPV submitted will be evaluated on its own merits.

(f) The DPV, while being brief, must contain the following as it relates to the subject matter of the contract:

(1) A summary of the prevailing NRC view, existing NRC decision or stated position, or the proposed or established NRC practice.

(2) A description of the submitter's views and how they differ from any of the above items.

(3) The rationale for the submitter's views, including an assessment based on risk, safety and cost benefit considerations of the consequences should the submitter's position not be adopted by NRC.

(g) The Office Director or Regional Administrator will immediately forward the submittal to the NRC DPV Review Panel and acknowledge receipt of the DPV, ordinarily within five (5) calendar days of receipt.

(h) The panel will normally review the DPV within seven calendar days of receipt to determine whether enough information has been supplied to undertake a detailed review of the issue. Typically, within 30 calendar days of receipt of the necessary information to begin a review, the panel will provide a written report of its findings to the Office Director or Regional Administrator and to the Contracting Officer, which includes a recommended course of action.

(i) The Office Director or Regional Administrator will consider the DPV Review Panel's report, make a decision on the DPV and provide a written decision to the contractor and the Contracting Officer normally within seven calendar days after receipt of the panel's recommendation.

(j) Subsequent to the decision made regarding the DPV Review Panel's report, a summary of the issue and its disposition will be included in the NRC Weekly Information Report submitted by the Office Director. The DPV file will be retained in the Office or Region for a minimum of one year thereafter. For purposes of the contract, the DPV shall be considered a deliverable under the contract. Based upon the Office Director or Regional Administrator's report, the matter will be closed.

(End of Clause)

A summary of obligations under this contract, from date of award through this modification, is given below:

Total FY 00 obligations	\$0.00
Cumulative Total of NRC Obligations	\$0.00

This modification does not obligate any funds. Funding is obligated on the individual task orders.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.