A	MENDMENT OF SOLICITATION/MODIFI	ACT	BPA NO.		1. CONTRACT ID CODE		PAGE 1	OF PA	
2. AN	ENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE		QUISITION/PURCHASE REC	. NO.		5. PROJECT NO	D. (If applicable)	
	010	3100		DM 11/07/03		•	<u> </u>		
	CODE U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Citta: Faulite Washington, DC 20555		7. ADMINISTERED BY (If other than Item 6) U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Washington, DC 20555						
8. NA	ME AND ADDRESS OF CONTRACTOR (No., street, county, State	and ZIP Code)			(X)	9A. AMENDMENT O	F SOLICITATION	NO.	
CODE		FACILITY CODE			x	10B. DATED (SEE	NOFCONTRAC	TIORDER NO. -01-06.	<u> </u>
	11. THIS ITEN	ONLY APPLIES TO	AME	NDMENTS OF SO		ITATIONS			
(a) offe KN RE by and		copies of the amen nich includes a reference to the DESIGNATED FOR THE period of this amendment you nakes reference to the solution of the CONTRACT/OR CHE CONTRACT/OR Unbority) THE CHANGES SET FOR DEFLECT THE ADMINISTRATIVE R 43.103(b).	dment; (o the so RECEI desire to citation DIFICA DER I	b) By acknowledging relicitation and amendment of OFFERS PRIO ochange an offer alread and this amendment, a ATIONS OF CONTIONS	RACED I	t of this amendmenters. FAILUR THE HOUR AN abmitted, such characteristic for the received prior to CTS/ORDER N ITEM 14. FORDER NO. IN ITEM fice, appropriation date	nent of each of RE OF YOUR D DATE SPE hange may be to the opening S,	copy of the AC- CIFIED MAY e made y hour	·
x				Administrative C actor Registratio				Central	
	D. OTHER (Specify type of modification and authority)								
E. I	MPORTANT: Contractor x is not, is	required to sign this docu	ment an	d return <u>See</u> #14	copie	es to the Issuing	office.		
:	SCRIPTION OF AMENDMENT/MODIFICATION (Organized by UC) Subject award document is herey modified. Delete NRC clause, "Electronic Payre Language (attention of the contractor Registration of the contractor Registration of the contractor of the contr	ed as follows: ment" ached in full text) on (October 2003), I Transfer- Central Co ruction - Cost Reim turn one copy of the	Alternontrac ourseme	ative 1 tor Registration ent (October 2003 m annotated with	•	DUNS OF DUNS	3 +4		
Excep	et as provided herein, all terms and conditions of the document reference	ced in Item 9A or 10A, as heratofor	changed,	remains unchanged and in full	force a	nd effect.			
15A. NAME AND TITLE OF SIGNER (Type or print)				MAME AND TITLE OF CONTRA Mary Lynn Scott Contracting Offic		OFFICER (Type	or print)		
15B. C	CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. U	INITED STATES OF AMERICA	\ 	DET		16C. DATE SIGNE	

STANDARD FORM 30 (REV. 10-83)

A.1 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

- (a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
 - (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-
 - (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- (b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-
 - (i) Making a correct payment;
 - (ii) Paying any prompt payment penalty due; and
 - (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—
- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(END OF CLAUSE)

A.2 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003) ALTERNATE I

(a) Definitions. As used in this clause-

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4- character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
 - (2) The Government has validated all mandatory data fields and has marked the record "Active".
- (b)(1) The Contractor shall be registered in the CCR database by December 31, 2003. The Contractor shall maintain registration during performance and through final payment of this contract.
- (2) The Contractor shall enter, in the block with its name and address on the cover page of the SF 30, Amendment of solicitation/ Modification of Contract, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4

number that identifies the Contractor's name and address exactly as stated in this contract. The DUNS number will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database.

- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number-
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and Zip Code.
 - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

(END OF CLAUSE)

BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS (October 2003)

General: The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

<u>Number of Copies:</u> An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

<u>Designated Agency Billing Office:</u> Vouchers/invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission Division of Contracts - T-7-I-2 Washington, DC 20555

HAND DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission One White Flint North 11555 Rockville Pike - Mail Room Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS.

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of SF 26 or Block 25 of SF 33, whichever is applicable.

<u>Frequency</u>: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

<u>Format</u>: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other than Personal" (see **Attachment 1**). The sample format is provided for guidance only. The format is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed. The instructions for preparation and itemization of the voucher/invoice are included with the sample form.

<u>Task Ordering Contracts</u>: If the contractor bills for more than one task order under a voucher/invoice, detailed cost information for each individual task order shall be submitted, together with a cumulative summary of all charges billed on the voucher/invoice. This includes all applicable cost elements discussed in paragraphs (a) through (n) of the attached instructions.

<u>Fee Recovery Billings</u>: Pursuant to the provisions of 10 CFR Part 170 and 171 on license fees, the NRC must recover the cost of work performed. Accordingly, the contractor must provide the total amount of funds billed during the period, fiscal year to date and the cumulative total for each task or task assignment by facility or report. The fee recovery billing reports shall be on a separate page, and shall be in the format provided in **Attachment 2**. The billing period for fee recovery costs should be from the first day of each calendar month to the last day of the same month. Each separate fee billing report must be attached to the monthly invoice and cover the same period as the invoice.

Each report will contain a docket number or other unique identifier. The NRC will provide a unique identifier for all work performed. Costs should be reported as whole number to the nearest cent. For work that involves more than one facility at the same site, each facility should be listed separately and the costs should be split appropriately between the facilities. Common costs, as defined below, shall be identified as a separate line item in the fee recovery billing report each month.

Common costs are those costs that are not licensee unique and associated with the performance of an overall program that benefit all similar licensees covered under that program or that are required to satisfactorily carry out the program. Common costs include costs associated with the following: preparatory or start-up efforts to interpret and reach agreement on methodology, approach, acceptance criteria, regulatory position, or technical reporting requirements; efforts associated with the "lead plant" concept that might be involved during the first one or two plant reviews; meetings and discussions involving the above efforts to provide orientation, background knowledge or guidance during the course of a program; any technical effort applied to a docket or other unique identifier; and project management. Common costs must be reporting monthly for each docket or unique identifier. Common costs must be computed based on the proportion of direct costs incurred against each docket or unique identifier for the billing period.

Billing of Cost After Expiration of Contract: If costs are incurred during the contract period and claimed after the contract has expired, the period during which these costs were incurred must be cited. To be considered a proper expiration voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" or "EXPIRATION INVOICE".

Final vouchers/invoices shall be marked "FINAL VOUCHER" or "FINAL INVOICE".

<u>Currency</u>: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records; payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

(SAMPLE FORMAT)

1. Official Agency Billing Office
U.S. Nuclear Regulatory Commission
Division of Contracts MS: T-7-I-2
Washington, DC 20555-0001

2. Voucher Information

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at http://www.ccr.gov and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer Central Contractor Registration (October 2003).
- c. Contract Number. Insert the NRC contract number.

 Task Order No. Insert the task order number (If Applicable).
- d. Voucher/invoice. The appropriate sequential number of the voucher/invoice, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- e. Date of Voucher/Invoice. Insert the date the voucher/invoice is prepared.
- f. Billing period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is claimed.
- g. Direct Costs Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).
 - (1) Direct Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized as follows:

Labor

Hrs.

Cumulative

Category

Billed Rate Total

Hrs.Billed

- (2) Fringe Benefits. This represents fringe benefits applicable to direct labor and billed as a direct cost.

 Where a rate is used indicate the rate. Fringe benefits included in direct labor or in other indirect cost pools should not be identified here.
- (3) Capitalized Non Expendable Equipment. List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; or (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule.
- (4) Non-capitalized Equipment, Materials, and Supplies. These are equipment other than that described in (3) above, plus consumable materials, supplies. List by category. List items valued at \$500 or more separately. Provide the item number for each piece of equipment valued at \$500 or more.

(5)	Premium Pay. This enumeration in excess of the basic hourly rate.	(Requires written approval
	of the Contracting Officer.)	

- (6) Consultants. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).
- (7) Travel. Total costs associated with each trip must be shown in the following format:

Start Date		<u>Destination</u>	<u>Costs</u>	
From	To	From To	\$	

- (8) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.
- (9) Other Costs. List all other direct costs by cost element and dollar amount separately.
- h. Indirect Costs (Overhead and General and Administrative Expense). Cite the formula (rate and base) in effect in accordance with the terms of the contract, during the time the costs were incurred and for which reimbursement is claimed.
- Fixed Fee. If the contract provides for a fixed fee, it must be claimed as provided for by the contract. Cite the formula or method of computation. Include this information as it applies to individual task orders as well.
 The contractor may bill for fixed fee only up to 85% of total fee.
- j. Total Amount Billed. Insert the total amounts claimed for the current and cumulative periods.
- k. Adjustments. For cumulative amount, include outstanding suspensions.
- I. Grand Totals.

Further itemization of vouchers/invoices shall only be required for items having specific limitations set forth in the contract.

3. Sample Voucher Information

This y	vouche	r represents reimbursable costs for the billing	g period for the billing period <mark>1</mark>	romthrough
			Amount Bill	<u>ed</u>
			Current Period	Cumulative
(a)	Direc	t Costs		
	(1)	Direct labor*		
	(0)	Eringa hanafita		

(2) Fringe benefits

(%, if computed as percentage).....

(3) Capitalized nonexpendable

equipment (\$50,000 or more -

see instructions)*.....

(4) Non-capitalized equipment,

materials, and supplies.....

- (5) Premium pay (NRC approved overtime)......
- (6) Consultants*.....
- (7) Travel*.....
- (8) Subcontracts*.....
- (9) Other costs*.....

Cumulative

\$1400

\$500

<u>\$500</u> \$2400

Total Hrs. Billed

465

320

975

Total Direct Costs

(b)	Indirect Costs				
\- /	(A) Overhead % of				
		Base)			
	(B) General & Adminis				
	% of Cost Eleme				
		& Indirect Costs			
	Fixed-Fee (Cite Formula):	·			
(d)	Total Amount Billed				
(e)	Adjustments	********			
. (f)	Grand Totals				
* (Red	uires Supporting Information	n – See Sample be	elow)		
. •		SAMPLE SU	JPPORTING IN	FORMAT	<u>rion</u>
1)	Direct Labor - \$2400		•		
	• •	•			
	Labor	Hours			Cum
	<u>Category</u>	•	Billed Rate	• •	<u>Total</u>
	Senior Engineer I		100	\$14.00	\$1400
	•		٠		
	Engineer		50	\$10.00	\$500
	Computer Analyst		100	\$5.00	\$500
•	•	. · · .			\$240
3)	Capitalized Non-Expendab	le Fauinment			
٠,	ocphanical Non-Baponidas	.o <u>Lquipilioiit</u>			
	Prototype Spectrometer - it	tem number 1000-	01 \$60,000		
4)	Non-capitalized Equipment, Materials, and Supplies				
	10 Radon tubes @ \$110.00		= \$1100.00		
	6 Pairs Electrostatic glove	s @ \$150.00	= \$900.00		
			\$2000	0.00	
5)	Premium Pay				
	Walter Murphy - 10 hours @				
	(This was approved by NR	C in letter dated 3/	<i>(</i> 6/95).		
6)	Consultants' Fee				
	Dr. Carney - 1 hour @ \$100		= \$10	0	
	-				
7)	Travel				
•	Start Date	Destination	Costs		
	3/1/89	Wash., DC	\$200		
	J. 1100	1145111, 50	4200		

FEE RECOVERY BILLING REPO	FEE	REC	COVE	RY	BILL	.ING	REP	ORT
---------------------------	-----	-----	------	----	------	------	-----	-----

FIN:

Facility Name or Report Title: TAC or Inspection Report Number: (or other unique identifier) Docket Number (if applicable):

Period

Fiscal Year

Total

Cost Categories

Period Amt.

Cost Incurred To Date Costs Cumulative Costs

Labor

Materials

Subcontractor/ Consultant

Travel

Other (specify)

Common Costs

Total Remarks:

G:\DC\PPT\sbh\CCR and FPDS rule\Billing instruct CR.wpd