

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		BPA NO.	1. CONTRACT ID CODE	PAGE 1	OF PAG
2. AMENDMENT/MODIFICATION NO. 10	3. EFFECTIVE DATE SEP 23 2004	4. REQUISITION/PURCHASE REQ. NO. RES-C04-070	5. PROJECT NO. (If applicable)		
6. ISSUED BY U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 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		CODE 3100	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SC&A, Inc. ATTN: Sanford Cohen, Prin. Investigator 6858 Old Dominion Drive Suite 301 McLean VA 22101	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-04-01-065
	X	10B. DATED (SEE ITEM 13) 07-16-2001
CODE	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 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)	31X0200.460 46015303223	252A Obligated Amount: \$56,000	Y6407
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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:
X	D. OTHER (Specify type of modification and authority) Changes - Cost Reimbursement Alternate I (APR 1984) FAR 52.243-2

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 page 2)

15A. NAME AND TITLE OF SIGNER (Type or print) <i>Sanford Cohen, President</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <i>Mary Mace, Contracting Officer</i>	
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	15C. DATE SIGNED <i>9/23/04</i>	16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED <i>9-21-04</i>

TEMPLATE - ADM001

STANDARD FORM 10-63
ADM002

The purpose of this modification is to: (1) provide for additional within-scope work in accordance with the contractor's proposal dated September 14, 2004 (Attachment 1) and incorporated under the subject contract; (2) extend the expiration date of the contract through January 31, 2005; (3) increase the contract's ceiling amount by \$75,000 from \$910,052.81 to \$985,052.81; (4) increase the contract's obligated amount by \$56,000 from \$910,052.81 to \$966,052.81; and (5) incorporate DCAA's final approved rates for FY 2001 (Attachment 2) and approved provisional rates for FY 2004 (Attachment 3). Note: This additional work is required to complete the contract and covers cost and no additional fee. No further modifications to add work will be required. Accordingly, the contract is hereby modified as follows:

- (1) Section B.3, CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE (JUN 1988), Alternate I (JUN 1991), paragraphs (a) and (c) are DELETED in their entirety and SUBSTITUTED with the following paragraphs in lieu thereof:

"a. The total estimated cost to the Government for full performance under this contract is \$985,052.81 of which the sum of \$938,991.30 represents the reimbursable costs, and \$46,061.51 represents the fixed fee."

"c. The amount obligated by the Government with respect to this contract is \$966,052.81 of which the sum of \$919,991.30 represents the reimbursable costs, and \$46,061.51 represents the fixed fee."

- (2) Section F.5, DURATION OF CONTRACT PERIOD (MAR 1987), is DELETED and SUBSTITUTED with the following paragraph:

"This contract shall commence on July 16, 2001 and will expire January 31, 2005."

- (3) Section G.3, 2052.216-71 INDIRECT COST RATES (JAN 1993), paragraph (a) is revised to add the provisional cost rates for FY 2004 as follows:

"(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 indirect costs as follows:

INDIRECT COST POOL	RATE	BASE	PERIOD
Fringe Benefits	42.63%	0	FY 2004
Overhead	25.85%	0	FY 2004
G&A	19.89%	0	FY 2004
Subcontractor Handling	7.76%	0	FY 2004"

- (4) Section G.3, 2052.216-71 INDIRECT COST RATES - ALTERNATE I (JAN 1993), is added to incorporate the final approved cost rates for FY 2001 as follows:
- (a) The contractor is reimbursed for allowable indirect costs in accordance with the following predetermined rates for FY 2001:

INDIRECT CATEGORY	RATE	PERIOD
Fringe Benefits	39.20%	FY 2001 ending 9/30/2001
Overhead	28.27%	FY 2001 ending 9/30/2001
Handling	3.74%	FY 2001 ending 9/30/2001
G&A	28.92%	FY 2001 ending 9/30/2001

A summary of obligations for this contract, from date of award through the date of this action, is given below:

Total FY2001 Obligation Amount:	\$200,870.00
Total FY2002 Obligation Amount:	\$382,728.81
Total FY2003 Obligation Amount:	\$326,454.00
Total FY2004 Obligation Amount:	\$ 56,000.00
Cumulative Total of NRC Obligations:	\$966,052.81

This modification obligates \$56,000 in FY2004 funds.

All other terms and conditions remain the same.

OFFICE OF NUCLEAR REGULATORY RESEARCH
STATEMENT OF WORK
NRC-04-01-065

TITLE: NUREG-1640 Finalization: Radiological Assessments for Clearance of Equipment and Materials from Nuclear Facilities

I. INTRODUCTION

The statement of work (SOW) is designed to provide technical assistance for resolving comments on NUREG-1640, Radiological Assessments for Clearance of Equipment and Materials from Nuclear Facilities and for preparing the publication-ready manuscripts and other materials for final publication. Specifically, this SOW for Modification 9 covers work that was included in the original SOW and that is not yet completed.

II. SCOPE OF WORK

- 1. Volume 2 comments** - In Section 3.2.2 of the original Statement of Work (SOW) for the subject contract, NRC stated that:

"The contractor shall plan on two complete drafts for two rounds of review, including two rounds of peer review, and comment prior to finalizing the report."

Comments on the last volume of the NUREG have been delivered to the contractor. These comments need to be addressed by the contractor prior to finalizing Volume 2.

- 2. Excel Spreadsheets** - In Section 3.2.4 of the Mod. 2 of the SOW for the subject contract, NRC stated that:

"Analyses shall be performed with EXCEL and Crystal Ball spreadsheet files and shall be deliverable in virus-free, electronic medium format with the hard copy reports. Complete documentation of the MCNP run parameters shall be in the EDFs, as well as the scoping verification calculations done in Microshield or in other virus-free, electronic program formats."

In order for NRC staff to effectively use these spreadsheets the contractor shall provide these spreadsheets to the NRC along with the complete documentation as described in the original statement of work. This means that any extraneous parameters and erroneous comments are to be removed and correct explanatory text is to be provided.

- 3. Engineering Design Files** - In Section 4.5 of the original statement of work for the subject contract, NRC stated that

"The contractor shall submit as a deliverable after termination of the contract or upon request from the NRC Project Officer the QA/QC Engineering Design Files."

In Section 3.2 of Mod 2 of the SOW, NRC stated that

"Engineering Design Files (EDFs) shall follow the format of the original SAIC EDFs to document the development of the analyses, changes, and the Quality Control and Quality Assurance processes."

This information needs to be collected and provided to the NRC at the close of the contract.

4. **Spreadsheet User's Manual** - In Section 4.3 of the original statement of work for the subject contract, NRC stated that

"A Quality Control and Quality Assurance Plan consistent with that developed by SAIC for the draft NUREG-1640 shall be delivered for review and approval within one month of the award of the contract."

The contractor submitted the QC/QA plan, which was re-named the Quality Management Plan (QMP), and was approved by the NRC Project Officer. The QMP has an explicit requirement for the Spreadsheet User's Manual. Section 3.2, Control and Management of Software, states:

"A user's manual shall be prepared for all spreadsheet programs developed as part of the project. Topics to be contained within the user's manual include: (1) determining which spreadsheet to change, (2) changing parameter values, (3) changing models (equations), (4) running a simulation, (5) obtaining output, (6) saving the files, and (7) special case modifications."

This manual shall be prepared and provided to the NRC project manager.

Period of Performance

This contract shall be extended through January 31, 2005.



BALTIMORE BRANCH OFFICE
MID-ATLANTIC REGION
DEFENSE CONTRACT AUDIT AGENCY
DEPARTMENT OF DEFENSE
8441 BELAIR ROAD, SUITE 102
BALTIMORE, MD 21236-3024
TELEPHONE (410)-962-3857
FAX (410)-962-9976
E-mail Address: DCAA-FAO6141@dcaa.mil

6141-2003B10160013
06143-04-184/820.5/HES/dkg

March 8, 2004

Sanford Cohen and Associates
6858 Old Dominion Drive, Suite 301
McLean, VA 22101

Dear Mr. Cohen:

This letter sets forth the agreed upon final indirect cost rates established by auditor determination in accordance with FAR 42.705-2(b)(2)(ii) and DoD FAR Supplement 242.705-2(b)(2)(ii):

The final annual indirect cost rates for the fiscal years ended September 30, 2000 and September 30, 2001 are as follows:

FY 2000 Ending September 30, 2000			
Indirect Category	Rate	Allocation Base	
		Amount	Description
Fringe	41.21%	\$2,203,035	(a)
Overhead	22.61%	\$2,536,811	(b)
Handling	3.60%	\$ 858,755	(c)
G & A	26.53%	\$3,687,126	(d)

FY 2001 Ending September 30, 2001			
Indirect Category	Rate	Base	Description
Fringe	39.20%	\$1,716,618	(a)
Overhead	28.27%	\$1,843,660	(b)
Handling	3.74%	\$ 746,696	(c)
G & A	28.92%	\$3,088,091	(d)

- (a) Total labor cost (not including fringe benefits)
- (b) Total direct labor dollars, fringe benefits, IR&D/B&P labor dollars plus allocated Fringe Benefits & B&P associate labor
- (c) Associate labor and subcontract costs
- (d) Total incurred costs, excluding G&A expenses, IR&D/B&P costs, associate labor and subcontract costs

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06143-04-184/820.5/HES/dkg

March 8, 2004

These rates are applicable to the base costs specified for each of the contracts performed during your fiscal years ended September 30, 2000 and September 30, 2001. The allowable costs by contract for the indicated fiscal year and from inception are shown in the Attachment, Schedule of Cumulative Allowable Costs by Contract, to this indirect rate agreement.

This indirect rate understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in the contracts listed in the Attachment. This understanding is incorporated into each of the affected contracts upon execution.

Please confirm your acceptance of the terms of the indirect cost rate agreement by signing and returning this letter to me. A duplicate of this letter is enclosed for your records.

Please promptly submit adjustment vouchers or final vouchers for all flexibly priced contracts. Audit adjustments should be clearly delineated so as to be readily identifiable for verification by this office. Care should be taken that amounts claimed do not exceed contract limitations or contract indirect cost rate ceilings.

Sincerely,

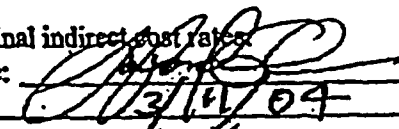

SCOTT C. HAHN
Branch Manager

Enclosures:

Attachment - Schedule of Cumulative Allowable Cost by Contract

Sanford Cohen & Associates accepts the above stated final indirect cost rates.

Name: Mr. Sanford Cohen

Signature: 

Title: President

Date: 3/11/04

Contractor: Sanford Cohen & Associates

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IN REPLY REFER TO

BALTIMORE BRANCH OFFICE
MID-ATLANTIC REGION
DEFENSE CONTRACT AUDIT AGENCY
DEPARTMENT OF DEFENSE
8441 BELAIR ROAD, SUITE 102
BALTIMORE, MD 21236-3024
TELEPHONE (410) 962-3857
FAX (410) 962-9976
E-mail Address: dcaa-fao6141@dcaa.mil

6141-2004B15500004
06143-04-091/HES/afd

December 22, 2003

Ms. Laurie Loomis, Vice President
Email Address: lloomis@scainc.com
Sanford Cohen and Associates
6858 Old Dominion Drive, Suite 301
McLean, VA 22101

Dear Ms. Loomis:

In accordance with Federal Acquisition Regulation (FAR) 42.704, we have determined Sanford Cohen and Associates provisional billing rates for FYE September 30, 2004, are as follows:

EXPENSE CATEGORY	RATE	POOL	BASE	ALLOCATION BASE
Fringe	42.63%	\$683,442	\$1,603,200	Employee Labor
Overhead	25.85%	\$484,844	\$1,875,868	Employee Labor and Fringe
G&A	19.89%	\$756,957	\$3,805,710	Employee Labor, Fringe, Overhead, Associate Labor, Non-Subcontract ODC's and Subcontractor Handling
Subcontractor Handling	7.76%	\$ 44,704	\$ 576,000	Total Subcontractor Costs

The approved rates for FY 2004 are based on an estimated sales base of approximately \$5,700,000. All contracts, both active and inactive, should be billed using these provisional rates for costs incurred in FY 2004.

The rates approved hereby shall not be used for any purpose than for provisional billings and do not apply to contracts with certain ceiling rates unless said ceiling rates are higher than the rates approved herein.

The rates, as approved, are subject to periodic review by the Government at any time their use is deemed to be improper or unreasonable. You are requested to advise the Government promptly of any circumstances that could affect the applicability of the approved rates.

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6141-2004B15500004
06143-04-091/HES/afd

December 22, 2003

The elements of indirect costs and the base or bases used in computing billing rates shall not be construed as determinative of the indirect costs to be distributed or of the bases of distribution to be used in the final settlement (FAR 42.704.d).

Inquiries should be directed to Ms. Michele Seibert, Auditor, at (610) 878-2864 or Mr. Harry Snyder, Supervisory Auditor, at (610) 878-2877. Our fax number is (610) 878-2870.

Sincerely,

/s/ Adelle Chrin
/for/ Scott C. Hahn
Branch Manager
DCAA Baltimore Branch Office

Copy Furnished:
Ms. Peggy White, ACO
(Email Address: peggy.white@dcma.mil)