

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO. 1. CONTRACT ID CODE PAGE 1 OF PAGES 2

| | | | |
|---|-------------------------------------|---|--------------------------------|
| 2. AMENDMENT/MODIFICATION NO. M002 | 3. EFFECTIVE DATE See Block 16c. | 4. REQUISITION/PURCHASE REQ. NO. NRC-03-06-052 | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Kala Shankar 301-415-6310 Mail Stop T-7-I-2 Washington, DC 20555 | CODE 3100 | 7. ADMINISTERED BY (If other than Item 6) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Washington, DC 20555 | CODE 3100 |

| | | |
|---|---------------|--|
| 8. NAME AND ADDRESS OF CONTRACTOR No., street, county, State and ZIP Code LEGIN GROUP INC. 12850 MIDDLEBROOK ROAD, SUITE 308 GERMANTOWN, MD 20874-5204 | (X) | 9A. AMENDMENT OF SOLICITATION NO. |
| | | 9B. DATED (SEE ITEM 11) |
| | | 10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-03-06-052 |
| | X | 10B. DATED (SEE ITEM 13) 09-20-2006 |
| CODE 076183909 | 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 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) |
| X | Bilateral; Mutual Agreement of Both 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 Page 2 for description of Modification Two.

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) <i>Thomas C. Pruitt Jr., President</i> | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Donald A. King Contracting Officer |
| 15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign) | 15C. DATE SIGNED 11/21/06 |
| 16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer) | 16C. DATE SIGNED 11/19/2006 |

STANDARD FORM 30 (REV. 10-83)

The purpose of this modification is to recognize a contractor requested change to the contract billing procedures. This change allows Legin Group to bill the NRC at revised hourly labor rates for employees in the monthly invoice which differ from the hourly labor billing rates negotiated at contract award. This revision is due to the semi monthly payroll system that Legin Group uses as opposed to a bi-weekly payroll system. This revision does not impact the overall negotiated hourly rate for each labor category in the contract, over the contract period.

Accordingly, the following section of the contract is hereby modified:

As a result, of recognizing Legin Group's request to bill the NRC at revised hourly labor rates for employees in the monthly invoice which differ from the hourly labor billing rates negotiated at contract award, Attachment no. 3 to the contract is revised to authorize this change and include the following: **(NOTE):** Legin is allowed to bill various hourly labor rates depending on the number of hours in the billing cycle (either 72, 80 or 88 hours). Therefore, contract Attachment no. 3 is deleted in its entirety and the revised Attachment no. 3 REV1 (attached to this modification) is substituted in-lieu thereof.

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

| | |
|-------------------------------------|---------------|
| Total FY 06 obligations | \$ 200,000.00 |
| Total FY 07 obligations | \$ 217,000.00 |
| Cumulative Total of NRC Obligations | \$ 417,000.00 |

This modification does not obligate any funds.

All other terms and conditions remain unchanged.

BILLING INSTRUCTIONS FOR
COST REIMBURSEMENT TYPE CONTRACTS (November 2006)

1. **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.**

Number of Copies: 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.

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

U.S. Nuclear Regulatory Commission
Division of Contracts - T-7-1-2
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.

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

Format: 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.

Task Ordering Contracts: 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.

Fee Recovery Billings: 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".

Currency: 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.

(NOTE): Legin is allowed to bill various hourly labor rates depending on the number of hours in the billing cycle (either 72 hours, 80 hours or 88 hours).

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-l-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 Category | Hrs. Billed | Rate | Total | Cumulative 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:

| <u>Start Date</u> | | <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.
- i. **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.
- l. **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 voucher represents reimbursable costs for the billing period for the billing period from ___ through___.

| | | <u>Amount Billed</u> |
|-------------------------|--------------------|-----------------------|
| | | <u>Current Period</u> |
| <u>Cumulative</u> | | |
| (a) <u>Direct Costs</u> | | |
| (1) | Direct labor*..... | |
| (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*.....

Total Direct Costs

- (b) Indirect Costs
 - (A) Overhead ___ % of _____ (Indicate Base).....
 - (B) General & Administrative Expense ___ % of Cost Elements Nos. _____ Total Direct & Indirect Costs
 - (c) Fixed-Fee (Cite Formula):
 - (d) Total Amount Billed.....
 - (e) Adjustments.....
 - (f) Grand Totals.....
- * (Requires Supporting Information -- See Sample below)

SAMPLE SUPPORTING INFORMATION

1) Direct Labor - \$2400

| <u>Labor Category</u> | <u>Hours Billed</u> | <u>Rate</u> | <u>Total</u> | <u>Cumulative Hrs. Billed</u> |
|-----------------------|---------------------|-------------|---------------|-------------------------------|
| Senior Engineer I | 100 | \$14.00 | \$1400 | 975 |
| Engineer | 50 | \$10.00 | \$500 | 465 |
| Computer Analyst | 100 | \$5.00 | <u>\$500</u> | 320 |
| | | | <u>\$2400</u> | |

3) Capitalized Non-Expendable Equipment

Prototype Spectrometer - item number 1000-01 \$60,000

4) Non-capitalized Equipment, Materials, and Supplies

10 Radon tubes @ \$110.00 = \$1100.00
 6 Pairs Electrostatic gloves @ \$150.00 = \$900.00
\$2000.00

5) Premium Pay

Walter Murphy - 10 hours @ \$10.00 Per Hour = \$100
 (This was approved by NRC in letter dated 3/6/95).

6) Consultants' Fee

Dr. Carney - 1 hour @ \$100 = \$100

7) Travel

| <u>Start Date</u> | <u>Destination</u> | <u>Costs</u> |
|-------------------|--------------------|--------------|
| 3/1/89 | Wash., DC | \$200 |

FEE RECOVERY BILLING REPORT

FIN:

Facility Name or Report Title:

TAC or Inspection Report Number:

(or other unique identifier)

Docket Number (if applicable):

| Cost Categories | Period Amt. | Period Cost Incurred | Fiscal Year To Date Costs | Total Cumulative Costs |
|-----------------|-------------|----------------------|---------------------------|------------------------|
|-----------------|-------------|----------------------|---------------------------|------------------------|

Labor

Materials

Subcontractor/
Consultant

Travel

Other (specify)

Common Costs

Total

Remarks: