

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO. _____ CONTRACT ID CODE _____ PAGE 8

2 AMENDMENT/MODIFICATION NO. **M002** 3 EFFECTIVE DATE **see block 1600** 4 REQUISITION/PURCHASE REF NO. **NFC-10-10-197M002** 5 PROJECT NO. (if applicable) _____

6 ISSUED BY **U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Donna Berkowitz
Mail Stop: TWP-01-310M
Washington, DC 20555** CODE **3120** 7 ADMINISTERED BY (if other than item 6) **U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop: TWP-01-310M
Washington, DC 20555** CODE **3120**

8 NAME AND ADDRESS OF CONTRACTOR (No. street county State and ZIP Code): **ATOMICAR TRADES, INC.
310 E DEWEY PL
SAN ANTONIO TX 782124621** 9A AMENDMENT OF SOLICITATION NO. _____ 9B DATED (SEE ITEM 11) _____ 10A MODIFICATION OF CONTRACT/ORDER NO. **NFC-10-10-197** 10B DATED (SEE ITEM 10) **07-02-2010**

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 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) **DUNS: 610560513 NAICS: 561220
This is not a funding action**

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

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 data, 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): **FAR and Mutual Agreement of the Parties**

E. IMPORTANT: Contractor _____ is not, _____ is required to sign this document and return _____ 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) exercise option year 1, 2) revise the price schedule to reflect the changes in the period of performance in contract modification no. 1, and 3) add FAR clause 52.232-18 Availability of Funds.

The period of performance for this contract is extended through June 30, 2012 (CHANGED)
The total amount obligated to this contract is \$659,314.90 (UNCHANGED)

JRC Project Officer: Harry Cepura, email: harry.cepura@nrc.gov, phone: 301-415-7830
Contractor POC: Margaret Alvarez, email: ati06@saix.fr.com, phone 210-722-6469

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 SIGNED (Type or print) Michael A. McCarty (PRESIDENT)	15A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Donna Berkowitz Contracting Officer
15B CONTRACTOR/OFFEROR Atomicar Trades, Inc. (Signature of person authorized to sign)	15C DATE SIGNED 7-14-11
15D UNITED STATES OF AMERICA Donna Berkowitz (Signature of Contracting Officer)	15E DATE SIGNED 7/14/11

2. AMENDMENT/MODIFICATION NO. M002	3 EFFECTIVE DATE (see block 16C) 3100	4 REQUISITION/PURCHASE REQ NO. NRC-10-10-397M002	5 PROJECT NO.(if applicable)
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6. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Donna Berkowitz Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100	7. ADMINISTERED BY (If other than Item 6) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ALCAZAR TRADES, INC. 310 E DEWEY PL SAN ANTONIO TX 782124021	(X)	9A AMENDMENT OF SOLICITATION NO
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-10-10-373
		10B. DATED (SEE ITEM 13) 07-28-2010
CODE	FACILITY CODE	X

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) DUNS: 610560513 NAICS: 561720
This is not a funding action

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) FAR and Mutual Agreement of the Parties

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

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The period of performance for this contract is extended through June 30, 2012 (CHANGED)
The total amount obligated to this contract is \$659,314.90 (UNCHANGED)

NRC Project Officer: Harry Cepura, email: harry.cepura@nrc.gov, phone: 301-415-7830
Contractor POC: Margaret Alvarez, email: ati06@satx.rr.com, phone 210-722-6469

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Donna Berkowitz Contracting Officer		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

Articles B.3 through B.9 are deleted in their entirety and replaced with the following Articles B.3, B.4 and B.5:

B.3 PERIOD OF PERFORMANCE

Phase-In:	December 1, 2010 to December 31, 2010
Base Period:	January 1, 2011 to June 30, 2011
Option Year 1:	July 1, 2011 to June 30, 2012
Option Year 2:	July 1, 2012 to June 30, 2013
Option Year 3:	July 1, 2013 to June 30, 2014
Option Year 4:	July 1, 2014 to June 30, 2015

B.4 CONSIDERATION AND OBLIGATION--FIRM FIXED-PRICE/ COST-REIMBURSEMENT (JUN 1988)

- (a) The ceiling for the Phase-In is \$5,300.00, of which the fixed-price portion is \$5,300.00 and the cost-reimbursement portion is \$0 for Other Related Services.
- (b) The ceiling for the Base Period is \$670,703.38, of which the fixed-price portion is \$645,703.38 and the cost-reimbursement portion is \$25,000.00 for Other Related Services.
- (c) The ceiling for Option Year 1 is \$1,372,907.48, of which the fixed-price portion is \$1,322,907.48 and the cost-reimbursement portion is \$50,000.00 for Other Related Services.
- (d) The ceiling for Option Year 2 is \$1,399,250.84, of which the fixed-price portion is \$1,349,250.84 and the cost-reimbursement portion is \$50,000.00 for Other Related Services.
- (e) The ceiling for Option Year 3 is \$1,401,120.20, of which the fixed-price portion is \$1,351,120.20 and the cost-reimbursement portion is \$50,000.00 for Other Related Services.
- (f) The ceiling for Option Year 4 is \$1,428,053.04, of which the fixed-price portion is \$1,353,053.04 and the cost-reimbursement portion is \$75,000.00 for Other Related Services.
- (g) The total amount currently obligated for the fixed-price portion of this contract is as follows:

Base Period	\$634,314.90
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- (h) The total amount currently obligated for the cost-reimbursement portions of this contract is:

Base Period	\$25,000.00
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B.5 PRICE/COST SCHEDULE

PHASE-IN (One Time Cost) (OWFN & TWFN) Period: 12/01/2010 - 12/31/2010					
ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL
001	Phase-In (One Time Cost)	1	mo	\$5,300.00	\$5,300.00

TOTAL Fixed-Price Phase-In \$5,300.00

BASE Period (OWFN & TWFN) Period: 01/01/2011 - 06/30/2011					
ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL
001	Basic Services	6	mo	\$103,183.33	\$619,099.98
002	Recycling Services	6	mo	\$373.90	\$2,243.40
003	Trash Removal Services	6	mo	\$2,560.00	\$15,360.00
004	Pest Control	6	mo	\$1,500.00	\$9,000.00
Total Monthly Fixed Fee					\$107,617.23
005	*Other Related Services Cost-Reimbursable Time & Material (Not to Exceed)	6	mo		\$25,000.00

TOTAL Fixed-Price Base Period \$645,703.38
TOAL Cost-Reimbursable Base Period \$25,000.00
Total AMOUNT Base Period \$670,703.38

OPTION YEAR ONE (OWFN & TWFN) Period: 07/01/2011 - 06/30/2012					
ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL
007	Basic Services	12	mo	\$105,720.37	\$1,268,644.44
008	Recycling Services	12	mo	\$385.12	\$4,621.44
009	Trash Removal Services	12	mo	\$2,636.80	\$31,641.60
0010	Pest Control	12	mo	\$1,500.00	\$18,000.00
Total Monthly Fixed Fee					\$110,242.29
0011	*Other Related Services Cost-Reimbursable Time & Material (Not to Exceed)	12	mo		\$50,000.00

TOTAL Fixed-Price Option Year 1 \$1,322,907.48
TOAL Cost-Reimbursable Option Year 1 \$50,000.00
TOTAL AMOUNT Option Year 1 \$1,372,907.48

OPTION YEAR TWO (OWFN & TWFN) Period: 07/01/2012 - 06/30/2013					
ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL
0012	Basic Services	12	mo	\$107,765.00	\$1,293,180.00
0013	Recycling Services	12	mo	\$396.67	\$4,760.04
0014	Trash Removal Services	12	mo	\$2,715.90	\$32,590.80
0015	Pest Control	12	mo	\$1,560.00	\$18,720.00
Total Fixed Monthly Fee					\$112,437.57
0016	*Other Related Services Cost-Reimbursable Time & Material (Not to Exceed)	12	mo		\$50,000.00

TOTAL Fixed-Price Option Year 2 **\$1,349,250.84**
TOAL Cost-Reimbursable Option Year 2 **\$50,000.00**
TOTAL AMOUNT Option Year 2 **\$1,399,250.84**

OPTION YEAR THREE (OWFN & TWFN) Period: 07/01/2013 - 06/30/2014					
ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL
0017	Basic Services	12	mo	\$107,765.00	\$1,293,180.00
0018	Recycling Services	12	mo	\$408.57	\$4,902.84
0019	Trash Removal Services	12	mo	\$2,797.38	\$33,568.56
0020	Pest Control	12	mo	\$1,622.40	\$19,468.80
Total Fixed Monthly Fee					\$112,593.35
0021	*Other Related Services Cost-Reimbursable Time & Material (Not to Exceed)	12	mo		\$50,000.00

TOTAL Fixed-Price Option Year 3 **\$1,351,120.20**
TOAL Cost-Reimbursable Option Year 3 **\$50,000.00**
TOTAL AMOUNT Option Year 3 **\$1,401,120.20**

OPTION YEAR FOUR (OWFN & TWFN) Period: 07/01/2014 - 06/30/2015					
ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	ESTIMATED QTY	UNIT	UNIT PRICE	TOTAL
0022	Basic Services	12	mo	\$107,765.00	\$1,293,180.00
0023	Recycling Services	12	mo	\$420.82	\$5,049.84
0024	Trash Removal Services	12	mo	\$2,881.30	\$34,575.60
0025	Pest Control	12	mo	\$1,687.30	\$20,247.60
Total Fixed Monthly Fee					\$1,353,053.04
0026	*Other Related Services Cost-Reimbursable Time & Material (Not to Exceed)	12	mo		\$75,000.00

TOTAL Fixed-Price Option Year 4 **\$1,353,053.04**
TOAL Cost-Reimbursable Option Year 4 **\$75,000.00**
GRAND TOTAL OPTION YEAR 4 **\$1,428,053.04**

GRAND TOTAL PHASE IN, BASE PERIOD AND OPTION YEARS 1-4 **\$6,277,334.94**

*Other Related Services – Cost-Reimbursable Time & Materials includes the following (see Article C.2.6):

- A. Incidental Custodial Tasks (ICT) – Estimated 100 ICTs per year.
- B. Reimbursable Work Orders (RWO) – Greater than 16.0 hours labor and/or \$100.00 in parts & materials.

The contractor shall submit separate invoices for the fixed-monthly fee and for other related services.

Section I – Contract Clauses is revised to add the following FAR clause 52.232-18:

I.12 52.232-18 Availability of Funds (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

Section J – List of Attachments is revised to add Attachment 3 – billing instructions for submitting invoices for cost-reimbursable, time and materials services:

ATTACHMENT 3

Billing Instructions for Labor Hour/Time and Materials Type Contracts (JUNE 2008)

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of 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 as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

Number of Copies: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nbc.gov

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop: O-4D15
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 18a. of Standard Form 1449, whichever is applicable.

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

Format: Claims shall be submitted in the format depicted on the sample form entitled "Voucher/Invoice for Purchases and Services Other than Personal," which is provided below. 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.

Billing of Cost after Expiration of Contract: If costs are incurred during the contract period and claimed after the contract has expired, you must cite the period during which these costs were incurred. 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 and 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.

**INVOICE/VOUCHER FOR PURCHASES AND SERVICES FOR OTHER THAN PERSONAL
(SAMPLE FORMAT - COVER SHEET)**

1. Official Agency Billing Office

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

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.
- 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, and year) of the period during which costs were incurred and for which reimbursement is claimed.
- g. Required Attachments (Supporting Documentation).** *Direct Costs.* The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category authorized under the contract/purchase order for each of

the activities to be performed under the contract/purchase order. The contractor shall include incurred costs for: (1) travel, (2) materials, including non-capitalized equipment and supplies, (3) capitalized nonexpendable equipment, (4) materials handling fee, (5) consultants (supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval), and (6) subcontracts (include separate detailed breakdown of all costs paid to approved subcontractors during the billing period) with the required supporting documentation, as well as the cumulative total of each cost, billed to date by activity.

3. Definitions

a. **Non-capitalized Equipment, Materials, and Supplies.** These are equipment other than that described in number (4) below, plus consumable materials, supplies. List by category. List items valued at \$1,000 or more separately. Provide the item number for each piece of equipment valued at \$1,000 or more.

b. **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.

c. **Material handling costs.** When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures.

Sample Voucher Information (Supporting Documentation must be attached)

This voucher/invoice represents reimbursable costs for the billing period from _____ through _____.

	<u>Current Period</u>	<u>Cumulative Amt Billed</u>
(f) <u>Direct Costs:</u>		
(1) Direct Labor	\$ _____	\$ _____
(2) Travel	\$ _____	\$ _____
(3) Materials	\$ _____	\$ _____
(4) Equipment	\$ _____	\$ _____
(5) Materials Handling Fee	\$ _____	\$ _____
(6) Consultants	\$ _____	\$ _____
(7) Subcontracts	\$ _____	\$ _____
 Total Direct Costs:	 \$ _____	 \$ _____