

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO:

1. CONTRACT ID CODE

PAGE

OF

1

10

2. AMENDMENT/MODIFICATION NO. M002

3. EFFECTIVE DATE 05-01-2013

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO.(If applicable)

6. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Adelis M Rodriguez, 301-492-3623 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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

SAFWARE ENGINEERING CORPORATION SAFWARE ENGINEERING

180 NICKERSON ST STE 110

SEATTLE WA 981091631

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. INRC-HQ-12-C-04-0100

10B. DATED (SEE ITEM 13)

CODE 041496865

FACILITY CODE

X 09-27-2012

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) Obligate: \$100,000 B&R: 2013-60-11-6-119 Job: V6065 BOC:252A Approp.: 31X0200 FATMTS: 132119 DUNS:041496865 NAICS:541330 PSC:R425

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) Mutual Agreement of the parties

E. IMPORTANT: Contractor is not, [X] is required to sign this document and return 1 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 re-negotiate the contract to change the contract type from cost plus fixed fee to labor hours. This modification also extends the end date of the period of performance from September 26, 2013 to through November 30, 2013, reduces the contract ceiling by \$9,784.60 and increases the obligated amount by \$100,000 from \$357,000 to \$457,000.

See additional pages for details.

Contract Ceiling: \$664,211.50 (CHANGED)

Total Obligations: \$457,000.00 (CHANGED)

Period of Performance: 09/27/2012 - 11/30/2013 (CHANGED)

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)

Grady Lee President

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Adelis M. Rodriguez Contracting Officer

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

5/24/13

16B. UNITED STATES OF AMERICA

BY

(Signature of Contracting Officer)

16C. DATE SIGNED

5/29/13

NSN 7540-01-152-8070 PREVIOUS EDITION NOT USABLE

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA - FAR (48 CFR) 53.243

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

MAY 28 2013

ADM002

In accordance with section B.1 of the contract, entitled: "Accounting System Audit", effective on May 1, 2013, this contract is modified to change from cost plus fixed fee to labor hour as a remedial action to a Defense Contract Audit Agency Audit. This modification also extends the period of performance through November 30, 2013 and reduces the contract ceiling by \$9,784.60 from \$673,996.10 to \$664,211.50. As a result, the following terms and conditions of the contract are modified:

1. Paragraph (a) of section B.3 of the contract entitled: "Consideration and Obligation – Cost Plus Fixed Fee (Aug 2011) Alternate I (AUG 2011) is modified as follows:

(a) For the period of 9/27/2012-4/30/2013, the total estimated cost to the Government for full performance of this contract is \$202,091.38, of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents the fixed-fee.

2. The following new Section B.4 is added:

B.4 Consideration and Obligation Labor Hour Contract (AUG 2011) Alternate I (AUG 2011)

(a) Starting on May 1, 2013, the remaining Labor hour ceiling price to the Government for full performance under this contract is \$462,120.12.

(b) The contract includes direct labor hours at specified fixed hourly rates, inclusive of wages, fringe, overhead, general and administrative expenses, and profit.

(c) The amount currently obligated under this contract is \$457,000.

(d) This is an incrementally-funded contract and FAR 52.232-22 - "Limitation of Funds" applies.

(End of clause)

3. The following Section B.5 is added:

B.5 Price schedule

Proposed Labor Categories	Loaded Rate	Estimated Hours	Estimated Total
Team Lead - Moore	[REDACTED]	[REDACTED]	[REDACTED]
Safety Engineer - Graham	[REDACTED]	[REDACTED]	[REDACTED]
PM - Lee	[REDACTED]	[REDACTED]	[REDACTED]
Expert 1 (Hildreth)	[REDACTED]	[REDACTED]	[REDACTED]
Expert 2 (Heimdahl and Knight)	[REDACTED]	[REDACTED]	[REDACTED]
Expert 3 (Ericson, Wassying, Vestal, and travel hours for them)	[REDACTED]	[REDACTED]	[REDACTED]
Expert 4 - Leveson (includes travel time)	[REDACTED]	[REDACTED]	[REDACTED]
Expert 5 (Chillarege, Weyuker and travel hours for both)	[REDACTED]	[REDACTED]	[REDACTED]
Total estimated labor			[REDACTED]
Estimated Travel			[REDACTED]
Goods and Service Tax - Canada			[REDACTED]
Total Contract Ceiling			[REDACTED]
Minus Cost Reimbursement previously expended (9/27/12-4/30/13)			[REDACTED]
Total Contract Ceiling Remaining			\$462,120.12

(End of clause)

4. Section E.1 entitled: "Notice Listing Contract Clauses Incorporated By Reference" is revised to replace: 52.246-5, Inspection of Services – Cost Reimbursement, Apr 1984 with 52.246-6 Inspection - Time and Materials and Labor Hour, May 2001.
5. Section F.1 entitled: "Notice Listing Contract Clauses Incorporated by Reference" is revised to replace: 52.242-15 Stop-Work Order Alternate I (Apr 1984) with 52.242-15 Stop-Work Order Aug 1989.
6. Section F.5 of the contract entitled: "Period of Performance" is modified to read as follows:
"The period of performance for this contract is September 27, 2012 through November 30, 2013.
7. Paragraph (a) of Section G.3 of the contract entitled: 2052.216-71 Indirect Cost Rates – Alternate 2 (OCT 1999) is revised to read as follows:

(a) The following rates are applicable to this contract. The ceiling* amount reimbursable for indirect costs is as follows:

Indirect Cost Pool	Rate	Base	Period
Overhead	[REDACTED]	Total direct labor costs	9/27/2012- 4/30/2013
Fringe	[REDACTED]	Direct labor and overhead	9/27/2012- 4/30/2013
General and administrative expenses	[REDACTED]	Total directs and consulting costs	9/27/2012- 4/30/2013

* If the final audit rates are lower, they will be modified through a contract modification, if the audit finds that any of the rates below are higher, the government will not accept the higher rates, since the rates proposed are the ceiling rates.

8. Section I.1 entitled: "Notice Listing Contract Clauses Incorporated by Reference" is revised as follows:

Clauses Added	Clauses Deleted
52.204-13 CENTRAL CONTRACTOR REGISTRATION MAINTENANCE, DEC 2012	52.204-7 CENTRAL CONTRACTOR REGISTRATION, FEB 2012
	52.216-8 FIXED-FEE, JUN 2011
52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS, AUG 2012	
	52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS, JAN 1997
52.243-3 CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS, SEP 2000	52.243-2 CHANGES--COST REIMBURSEMENT ALTERNATE I, APR 1984
52.249-6 TERMINATION COST-REIMBURSEMENT ALTERNATE IV, SEP 1996)	52.249-6 TERMINATION COST-REIMBURSEMENT, MAY 2004

9. Attachment No. 003 Billing instructions for Cost Reimbursement Contracts is deleted and replaced with the billing instructions below:

**BILLING INSTRUCTIONS FOR
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (MAY 2013)**

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 invoices/vouchers for reimbursement of costs in the manner and format described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

Standard Forms: Claims shall be submitted on the payee's letterhead, invoice/voucher, 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."

Electronic Invoice/Voucher Submissions: The preferred method of submitting vouchers/invoices is electronically to the U.S. Nuclear Regulatory Commission, via email to: NRCPayments@nrc.gov.

Hard-Copy Invoice/Voucher Submissions: If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation shall be submitted to the following address:

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

Purchase of Capital Property: (*\$50,000 or more with life of one year or longer*)

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

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

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

Format: Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

Task Order Contracts: The contractor must submit a separate invoice/voucher for each individual task order with detailed cost information. This includes all applicable cost elements and other items discussed in paragraphs (a) through (q) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

Billing of Costs 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 invoice/voucher, the contractor shall clearly mark it "EXPIRATION INVOICE" or "EXPIRATION VOUCHER".

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

Currency: Invoices/Vouchers must be expressed in U.S. Dollars.

Supersession: These instructions supersede previous Billing Instructions for Time-and-Materials/Labor-Hour Type Contracts (July 2011).

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

1. Official Agency Billing Office

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

2. Invoice/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 (FAR) 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- c. Taxpayer Identification Number. The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site: [http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Employer-ID-Numbers-\(EINs\)](http://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Employer-ID-Numbers-(EINs))).
- d. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- e. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**
- f. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, 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.
- g. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- h. Billing period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is requested.
- i. Labor Hours Expended. Provide a general summary description of the services performed and associated labor hours utilized during the invoice period. Specify the Contract Line Item Number (CLIN)

or SubCLIN, as applicable, and information pertaining to the contract's labor categories/positions, and corresponding authorized hours.

j. Property. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.

k. Shipping. Insert weight and zone of shipment, if shipped by parcel post.

l. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.

m. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.

n. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

o. 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 (Burdened) Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized, including a burden (or load) for indirect costs (i.e., fringe, overhead, General and Administrative, as applicable), and profit component, as follows:

<u>Labor Category</u>	<u>Hours Billed</u>	<u>Burdened Hourly Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
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(2) Contractor-acquired property (\$50,000 or more). 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) an item description, (b) manufacturer, (c) model number, (d) serial number, (e) acquisition cost, (f) date of purchase, and (g) a copy of the purchasing document.

(3) Contractor-acquired property (under \$50,000), Materials, and Supplies. These are equipment other than that described in (2) above, plus consumable materials and 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.

(4) Materials Handling Fee. Indirect costs allocated to direct materials in accordance the contractor's usual accounting procedures.

(5) Consultant Fee. 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).

(6) 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	\$

(Must include separate detailed costs for airfare, per diem, and other transportation expenses. All costs must be adequately supported by copies of receipts or other documentation.)

(7) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.

p. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.

q. Adjustments. Insert columns for any adjustments, including outstanding suspensions for unsupported or unauthorized hours or costs, for the current and cumulative periods.

r. Grand Totals.

3. Sample Invoice/Voucher Information

Sample Invoice/Voucher Information (Supporting Documentation must be attached)

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

		<u>Amount Billed</u>	
		<u>Current Period</u>	<u>Cumulative</u>
(a)	<u>Direct Costs</u>		
(1)	Direct burdened labor	\$ _____	\$ _____
(2)	Government property (\$50,000 or more)	\$ _____	\$ _____
(3)	Government property, Materials, and Supplies (under \$50,000 per item)	\$ _____	\$ _____
(4)	Materials Handling Fee	\$ _____	\$ _____
(5)	Consultants Fee	\$ _____	\$ _____
(6)	Travel	\$ _____	\$ _____
(7)	Subcontracts	\$ _____	\$ _____
	Total Direct Costs:	\$ _____	\$ _____
(b)	Total Amount Billed	\$ _____	\$ _____
(c)	Adjustments (+/-)	\$ _____	\$ _____
(d)	Grand Total	\$ _____	\$ _____

(The invoice/voucher format provided above must include information similar to that included below in the following to ensure accuracy and completeness.)

SAMPLE SUPPORTING INFORMATION

The budget information provided below is for format purposes only and is illustrative.

Cost Elements:

1) Direct Burdened Labor - \$4,800

<u>Labor Category</u>	<u>Hours Billed</u>	<u>Burdened Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
Senior Engineer I	100	\$28.00	\$2,800	975
Engineer	50	\$20.00	\$1,000	465
Computer Analyst	100	\$10.00	\$1,000	320
			<u>\$4,800</u>	1,760 hrs.

Burdened labor rates must come directly from the contract.

2) Government-furnished and contractor-acquired property (\$50,000 or more) - \$60,000

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

3) Government-furnished and contractor-acquired property (under \$50,000), Materials, and Supplies - \$2,000

10 Radon tubes @ \$110.00 = \$1,100
 6 Pairs Electrostatic gloves @ \$150.00 = \$ 900
 \$2,000

4) Materials Handling Fee - \$40

(2% of \$2,000 in item #3)

5) Consultants' Fee - \$100

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

6) Travel - \$2,640

(i) Airfare: (2 Roundtrip trips for 1 person @ \$300 per r/t ticket)

<u>Start Date</u>	<u>End Date</u>	<u>Days</u>	<u>From</u>	<u>To</u>	<u>Cost</u>
4/1/2011	4/7/2011	7	Philadelphia, PA	Wash, D.C.	\$300
7/1/2011	7/8/2011	8	Philadelphia, PA	Wash, D.C.	\$300

(ii) Per Diem: \$136/day x 15 days = \$2,040

7) Subcontracting - \$30,000

Company A = \$10,000
 Company B = \$20,000
 \$30,000

(EX: Subcontracts for Companies A & B were consented to by the Contracting Officer by letter dated 6/15/2011.)

Total Amount Billed \$99,580
 Adjustments (+/-) 0

Grand Total \$99,580

4. Definitions

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.