

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

OF PAGES

1

10

2. AMENDMENT/MODIFICATION NO.

M001

3. EFFECTIVE DATE

See Block 16c

4. REQUISITION/PURCHASE REQ. NO.

RFPA: RES-13-303

FAIMIS: 132752

5. PROJECT NO.(If applicable)

6. ISSUED BY

CODE

3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Rob Robinson, 301-287-0905
Mail Stop: TWB-01-B10M
Washington, DC 20555

7. ADMINISTERED BY (If other than Item 6)

CODE

3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop: TWB-01-B10M
Washington, DC 20555

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

BATTELLE MEMORIAL INSTITUTE

505 KING AVENUE

COLUMBUS OH 432012696

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
GS23F0011L NRC-HQ-13-F-04-0001

10B. DATED (SEE ITEM 13)

05-15-2013

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)

B&R#: 2013-60-11-6-154; V6375; BOC: 252A; Appro.#: 31X0200
Amount Obligated: \$75,000;
DUNS#:007901598; NAICS: 541330

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) Pursuant to FAR 52.212-4 (c) - "Changes"

X

E. IMPORTANT: Contractor is not, 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 A) add additional labor categories to the Price Schedule; B) redistribute the level of effort amongst the new and old labor categories; C) decrease the total estimated amount from \$807,186.00 to \$807,089.40, a decrease of \$96.60; D) provide incremental funding in the amount of \$75,000.00, increasing the total obligated amount from \$25,000.00 to \$100,000.00; E) incorporate new billing procedures; and F) add Limitation of Funds Clause (FAR 52.232-22).

Total Amount Obligated: \$100,000.00 (changed)

Total Order Ceiling: \$807,089.40 (changed)

Period of Performance: 5/15/2013 - 5/14/2015 (unchanged)

See attached pages for specific details regarding this modification. All other terms and conditions remain unchanged

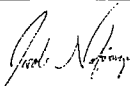
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Jacob Nofsinger, Contracts Representative

15B. CONTRACTOR/OFFEROR

(Signature of person authorized)



15C. DATE SIGNED

6 August 2013

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

Erika Eam
Contracting Officer

16B. UNITED STATES OF AMERICA

BY  (Signature of Contracting Officer)

16C. DATE SIGNED

8/6/2013

Specific changes are as follows:

1. Delete **SECTION B.2 PRICE COST SCHEDULE** in its entirety and replace with the following:

"B.2 PRICE COST SCHEDULE

All Unit Prices are Fixed Unit Prices or Fixed Hourly Rates that include all costs include, but not limited to, labor and fringe benefits. All pricing are in accordance with the offeror's GSA Schedule, GS23F0011L.

BASE PERIOD: May 15, 2013 – May 14, 2015

Task 1 – Crack Opening Displacement Calculation Methods

CLIN NUMBER	GSA LABOR CATEGORY	NRC LABOR CATEGORY	LABOR RATE*	EST QTY	UNIT	TOTAL PRICE
Rates Valid 10/11/12 – 10/10/13						
1001	PES Manager III	Program Manager	[REDACTED]		Hours	[REDACTED]
1002	PES Engineer VI	Senior Engineer	[REDACTED]		Hours	[REDACTED]
1003	PES Engineer II	Engineer II	[REDACTED]		Hours	[REDACTED]
1004	PES Functional Specialist I	Program Management Support	[REDACTED]		Hours	[REDACTED]
1005	PES Administrative Assistant I	Administrative Assistant I	[REDACTED]		Hours	[REDACTED]
1006	PES Technician I	Technician I	[REDACTED]		Hours	[REDACTED]
Rates Valid 10/11/13 – 10/10/14						
1007	PES Manager III	Program Manager	[REDACTED]		Hours	[REDACTED]
1008	PES Engineer VI	Senior Engineer	[REDACTED]		Hours	[REDACTED]
1009	PES Engineer II	Engineer	[REDACTED]		Hours	[REDACTED]
1010	PES Functional Specialist I	Program Management Support	[REDACTED]		Hours	[REDACTED]
1011	PES Administrative Assistant I	Administrative Assistant I	[REDACTED]		Hours	[REDACTED]
TASK 1 TOTAL ESTIMATED COST						\$157,263.46

Task 2 – Include Restraint of Pressure-Induced Bending in COD Calculations

CLIN NUMBER	GSA LABOR CATEGORY	NRC LABOR CATEGORY	LABOR RATE*	EST QTY	UNIT	TOTAL PRICE
Rates Valid 10/11/12 – 10/10/13						
2001	PES Manager III	Program Manager				
2002	PES Engineer VI	Senior Engineer				
2003	PES Engineer V	Engineer V				
2004	PES Functional Specialist I	Program Management Support				
2005	PES Administrative Assistant I	Administrative Assistant I				
Rates Valid 10/11/13 – 10/10/14						
2006	PES Manager III	Program Manager				
2007	PES Engineer VI	Senior Engineer				
2008	PES Engineer V	Engineer V				
2009	PES Functional Specialist I	Program Management Support				
2010	PES Administrative Assistant I	Administrative Assistant I				
TASK 2 TOTAL ESTIMATED COST						\$166,073.14

Task 3 – Crack Stability Calculation Methods

CLIN NUMBER	GSA LABOR CATEGORY	NRC LABOR CATEGORY	LABOR RATE*	EST QTY	UNIT	TOTAL PRICE
Rates Valid 10/11/12 – 10/10/13						
3001	PES Manager III	Program Manager				
3002	PES Engineer VI	Senior Engineer				
3003	PES Engineer V	Engineer V				
3004	PES Functional Specialist II	Senior Program Management Support				
3005	PES Functional Specialist I	Program Management Support				
3006	PES Administrative Assistant I	Administrative Assistant I				
Rates Valid 10/11/13 – 10/10/14						
3007	PES Manager III	Program Manager				
3008	PES Engineer VI	Senior Engineer				
3009	PES Engineer V	Engineer V				
3010	PES Functional Specialist II	Senior Program Management Support				
3011	PES Functional Specialist I	Program Management Support				
3012	PES Administrative Assistant I	Administrative Assistant I				
Rates Valid 10/11/14 – 10/10/15						
3013	PES Administrative Assistant I	Administrative Assistant I				
TASK 3 TOTAL ESTIMATED COST						\$211,932.58

Task 4 – Weld Residual Stress Finite Element Analyses

CLIN NUMBER	GSA LABOR CATEGORY	NRC LABOR CATEGORY	LABOR RATE*	EST QTY	UNIT	TOTAL PRICE
Rates Valid 10/11/12 – 10/10/13						
4001	PES Manager III	Program Manager				
4002	PES Engineer VI	Senior Engineer				
4003	PES Engineer V	Engineer V				
4004	PES Engineer II	Engineer II				
4005	PES Engineer I	Engineer I				
4006	PES Functional Specialist I	Program Management Support				
4007	PES Administrative Assistant I	Administrative Assistant I				
Rates Valid 10/11/13 – 10/10/14						
4008	PES Manager III	Program Manager				
4009	PES Engineer VI	Senior Engineer				
4010	PES Engineer V	Engineer				
4011	PES Engineer II	Engineer II				
4012	PES Engineer I	Engineer I				
4013	PES Functional Specialist I	Program Management Support				
4014	PES Administrative Assistant I	Administrative Assistant I				
Rates Valid 10/11/14 – 10/10/15						
4015	PES Manager III	Program Manager				
4016	PES Engineer VI	Senior Engineer				
4017	PES Engineer V	Engineer				
4018	PES Functional Specialist I	Program Management Support				
4019	PES Administrative Assistant I	Administrative Assistant I				
TASK 4 TOTAL ESTIMATED COST						\$244,127.22

Other Direct Costs

CLIN NUMBER	DESCRIPTION	QTY	TOTAL
5001	Travel**	LOT (Not-To-Exceed)	\$27,693.00
TOTAL ESTIMATED ODCS			\$27,693.00

GRAND TOTAL PRICE (NOT TO EXCEED): \$807,089.40

*Labor Rate – The fixed hourly rate listed shall be “loaded” and only include the following: Salary Cost or consulting fee of the individual providing the services; Payroll Costs (fringe benefits, FICA, etc.); Indirect Costs applicable to labor; and Profit or Fee, if any.

**Travel – Travel must be pre-approved in writing in accordance with USNRC Government Travel Regulations.”

2. Add Section B.4 CONSIDERATION AND OBLIGATION – TASK ORDER (AUG 2011):

“B.4 CONSIDERATION AND OBLIGATION – TASK ORDERS (AUG 2011)

(a) The ceiling of this order for services is \$807,089.40.

(b) This order is subject to the minimum and maximum ordering requirements set forth in the contract.

(c) The amount presently obligated with respect to this order is \$100,000.00. The obligated amount shall, at no time, exceed the order ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this order, in accordance with FAR Part 43 - Modifications. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk and may not be reimbursed by the Government.

(d) The Contractor shall comply with the provisions of FAR 52.232-22 - Limitation of Funds, for incrementally-funded delivery orders or task orders."

3. **Add** Section FAR 52.232-22, Limitation of Funds to Section C.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).
4. **Incorporate** new billing instructions for Time-and-Materials/Labor-Hour Type Contracts (May 2013) as Section D.5 of the contract:

"D.5 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>(a) Direct Costs</u>
		<u>Current Period</u>	<u>Cumulative</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
			\$4,800	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 (+/-)	<u>0</u>
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.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

[End of M001]