

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

BPA NO.

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO.

M005

3. EFFECTIVE DATE

09-30-2013

4. REQUISITION/PURCHASE REQ. NO.

FSM-13-183  
08-15-2013

5. PROJECT NO.(if applicable)

6. ISSUED BY

CODE

3100

7. ADMINISTERED BY (If other than Item 6)

CODE

3100

U.S. Nuclear Regulatory Commission  
Div. of Contracts  
Attn: Hugo Alcantara 301-287-0844  
Mail Stop: 3WFN 05C64MP  
Washington, DC 20555

U.S. Nuclear Regulatory Commission  
Div. of Contracts  
Mail Stop: 3WFN 05C64MP  
Washington, DC 20555

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

S C & A, INC  
SANFORD COHEN & ASSOCIATES

1608 SPRING HILL RD STE 400

VIENNA VA 221822241

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
NRC-41-10-013

10B. DATED (SEE ITEM 13)  
09-29-2010

CODE 071167910

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)

B&R: 2013-55-35-4-195; JC: F1129; BOC: 252A; APPN: 31X0200  
Obligate: \$0.00  
DUNS: 071167910; NAICS: 541620; PSC: R499; FAIMIS: 000050

**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) FAR 52.217-9 - Option to Extend the Term of the Contract

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 0 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 period two, (2) extend the period of performance through September 9, 2014, (3) increase the Maximum Ordering Limitation by \$882,396.00, from \$4,741,976.00 to \$5,624,345.00 and (4) incorporate revised billing instructions.

See Page 2 for modification details.

Current Contract Ceiling Amount (exclusive of options): \$5,624,345.00 (Changed)

Contract Ceiling (inclusive of options): \$6,536,946.00 (unchanged)

Total Obligated Amount: \$0.00 (unchanged)

Period of Performance: 09/30/2010 - 09/29/2014 w/two 1-year options (Changed)

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)

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

Monique B. Williams  
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature or person authorized to sign)

BY Monique B. Williams  
(Signature of Contracting Officer)

9/11/2013

The purpose of this modification is to (1) exercise option period two, (2) extend the period of performance through September 9, 2014, (3) increase the Maximum Ordering Limitation by \$882,396.00, from \$4,741,976.00 to \$5,624,345.00, and (4) incorporate revised billing instructions.

Accordingly, the contract is modified as follows:

1. Section **B.1. CONSIDERATION AND OBLIGATION-TASK ORDERS (AUG 1989) ALTERNATE 1 (JUN 1991)** paragraph (a) is deleted in its entirety and replaced with the following:
  - (a) The Maximum Ordering Limitation (MOL) for products and services ordered, delivered and accepted under this contract is: **\$5,624,345.00**. The MOL will increase as follows, upon exercise of the Government's options:
    - Option 1: \$882,396.00 **exercised**
    - Option 2: \$912,574.00

Total CPFF Inclusive of Options: \$6,536,946.00

The Contracting Officer may place orders with the contractor during the contract period provided the aggregate amount of such orders does not exceed the MOL.
2. Section **G.2 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT – ALTERNATE 1 (OCT 1999)** paragraph (a) is deleted in its entirety and replaced with the following:
  - (a) Total expenditure for travel may not exceed **\$142,000.00** without the prior approval of the contracting officer. This amount shall increase by the following amounts, upon exercise of the Government's options.
    - Option 1: \$30,000.00 **exercised**
    - Option 2: \$30,000.00
3. **BILLING INSTRUCTIONS FOR COST REIMBURSEMENT TYPE CONTRACTS (JUNE 2008)** are deleted in its entirety and replaced with the following:

**BILLING INSTRUCTIONS FOR  
COST-REIMBURSEMENT 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 MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

**Standard Forms:** Reimbursement requests 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 invoices/vouchers is electronically to the U.S. Nuclear Regulatory Commission, via email to: [NRCPayments@nrc.gov](mailto: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 requests 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 (s) 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 invoiced 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 Cost-Reimbursement 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. 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))).

c. 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).

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. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit cost, and total cost.

j. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the required deliverable(s).

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 Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized as follows:

<u>Labor Category</u>	<u>Hours Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
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(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) 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.

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

(5) Premium Pay. This enumeration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)

(6) 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).

(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	\$

*(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.)*

(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.

p. 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 requested.

q. Fixed-Fee. If the contract provides for a fixed-fee, it must be reimbursed as indicated in the contract. Cite the formula or method of computation. Include this information as it applies to individual task orders as well.

(1) The NRC will withhold payment of 15% of the negotiated contract fixed-fee amount, not to exceed \$100,000.

(2) If the fee withholding amount has reached \$100,000, the contractor may resume billing the NRC for the balance of its fee under subsequent invoices for work completed.

(3) Any fee amounts withheld by the NRC will be paid to the contractor during contract closeout in increments, following the submission/settlement of indirect rate proposals in accordance with FAR 52.216-8, "Fixed Fee" (JUN 2011).

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

s. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.

t. 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>
<b>(a) <u>Direct Costs</u></b>		
(1) Direct labor	\$ _____	\$ _____
(2) Fringe benefits (% of direct labor)	\$ _____	\$ _____
(3) Government property (\$50,000 or more)	\$ _____	\$ _____
(4) Government property, Materials, and Supplies (under \$50,000 per item)	\$ _____	\$ _____
(5) Premium pay (NRC approved overtime)	\$ _____	\$ _____
(6) Consultants Fee	\$ _____	\$ _____
(7) Travel	\$ _____	\$ _____
(8) Subcontracts	\$ _____	\$ _____
(9) Other costs	\$ _____	\$ _____
Total Direct Costs:	\$ _____	\$ _____

**(b) Indirect Costs** (provide the rate information applicable to your firm)

(10) Overhead \_\_\_ % of \_\_\_\_\_ (Indicate Base)      \$ \_\_\_\_\_      \$ \_\_\_\_\_

(11) General and Administrative (G&A) \_\_\_ %  
of \_\_\_\_\_ (Indicate Base) \$ \_\_\_\_\_ C \_\_\_\_\_  
Total Indirect Costs: \$ \_\_\_\_\_ \$ \_\_\_\_\_

**(c) Fixed-Fee:**

(12) Fixed-Fee Calculations:  
i. Total negotiated contract fixed-fee percent \_\_\_ and amount \$ \_\_\_\_\_  
ii. 85% allowable fee amount \$ \_\_\_\_\_  
iii. Cumulative fee billed on prior invoices \$ \_\_\_\_\_  
iv. Fee due this invoice (*not to exceed 85% of fee earned based upon negotiated contract fee percentage*)  
\$ \_\_\_\_\_

*Note: The fee balance withheld by NRC may not exceed \$100,000.*

Total Fixed-Fee: \$ \_\_\_\_\_ \$ \_\_\_\_\_  
**(d) Total Amount Billed** \$ \_\_\_\_\_ \$ \_\_\_\_\_  
**(e) Adjustments (+/-)** \$ \_\_\_\_\_ \$ \_\_\_\_\_  
**(f) 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 Labor - \$2,400

Labor Category	Hours Billed	Rate	Total	Cumulative Hours Billed
Senior Engineer I	100	\$14.00	\$1,400	975
Engineer	50	\$10.00	\$ 500	465
Computer Analyst	100	\$ 5.00	\$ 500	320
			\$2,400	1,760 hrs.

2) Fringe Benefits - \$480

Fringe @ 20% of Direct Salaries

Labor Category	Salaries	Fringe Amount
Senior Engineer I	\$1,400	\$280

Engineer	\$ 500	\$100
Computer Analyst	<u>\$ 500</u>	<u>\$100</u>
	\$2,400	\$430

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

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

4) 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	= <u>\$ 900</u>
	\$2,000

5) Premium Pay - \$150

Walter Murphy - 10 hours @ \$10.00 Per Hour (Reg. Pay) = \$100 x 1.5 OT rate = \$150  
 (EX: Premium pay for this individual was approved and authorized under this contract by the NRC Contracting Officer by letter dated 6/1/2011.)

6) Consultants' Fee - \$100

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

7) 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

8) Subcontracting - \$30,000

Company A	= \$10,000
Company B	= <u>\$20,000</u>
	\$30,000

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

9) Other Costs - \$5,100

Honorarium for speaker at American Nuclear Society conference = \$5,000  
 Nuclear Planet Journal subscription fee = \$100

10) Overhead Expense - \$41,148

Overhead @ 40% of Total Direct Costs



11) General and Administrative (G&A) Expense - \$22,784

G&A @ 20% of Total Costs, excluding subcontracts and consultants

12) Fixed-Fee - \$8,218

Fixed-Fee applied to Total Costs @ 5%

Fixed-Fee Calculations:

- i. Total contract fixed-fee \$100,000
- ii. 85% allowable fee \$85,000
- iii. Cumulative fee billed on prior invoices \$85,000
- iv. Fee due this invoice (*not to exceed 85% of fee earned based upon negotiated contract fee percentage*)  
\$8,218

Total Amount Billed	\$175,020
Adjustments (+/-)	<u>- \$8,218</u>
Grand Total	\$166,802

**All other terms and conditions remain unchanged.**