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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
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2. AMENDMENT NO. _____
3. EFFECTIVE DATE **DEC 16 1993**
4. REQUISITION/PURCHASE REQ. NO. **CON-91-231 dtd 9/20/93**
5. PROJECT NO. (If applicable) _____
6. ADMINISTERED BY (If other than Item 6) _____
7. CODE _____

J.S. Nuclear Regulatory Commission
Division of Contracts & Property Management
Washington, DC 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
**U.S. Department of Treasury
Financial Management Service
Agency Accounting Division
401 14th Street, S.W.
Washington, D.C. 20227**
Principal Investigator/Technical
Contact: **John Boinett**
Telephone No. **(202) 874-6907**
CODE _____ FACILITY CODE _____

9A. AMENDMENT OF SOLICITATION NO. _____
9B. DATED (SEE ITEM 11) _____
10A. MODIFICATION OF CONTRACT/ORDER NO. **NRC-09-91-231**
10B. DATED (SEE ITEM 13) **7/25/91**

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)
7-19-609-301 L1964 BOC: 2541 31X0200.470 AMOUNT OBLIGATED: **\$331,490.00**

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 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 This bilateral modification is issued by mutual agreement of the 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 attached page

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[Handwritten signature]

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.
15. NAME AND TITLE OF SIGNER (Type or print)
**Kenneth A. Forsberg, Director
Agency Accounting Staff**
15B. CONTRACTOR OFFEROR
[Signature]
15C. DATE SIGNED **12/16/93**
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Mary Lynn Scott, Contracting Officer
16B. UNITED STATES OF AMERICA
BY *[Signature]*
(Signature of Contracting Officer)
16C. DATE SIGNED
NOV 9 1993

This modification deletes the previous Memorandum of Understanding in its entirety and replaces it with the attached Memorandum of Understanding. In addition, this modification provides FY94 incremental funds in the amount of \$331,490 and extends the period of performance. As a result, the Interagency Agreement is modified as follows:

1. "Estimated Cost and Obligation" is revised to read:

The amount presently obligated with respect to this Interagency Agreement is \$2,904,765. Requests for payment must cite the following data:

Job Code: L1964
B&R Number: 470-19-609-301

2. Period of Performance shall be from July 25, 1991 through September 30, 1994.

A summary of obligations for this agreement, from award date through the date of this action is given below:

Total FY91 Obligation Amount:	\$ 210,000.00
Total FY92 Obligation Amount:	\$ 834,275.00
Total FY93 Obligation Amount:	\$1,529,000.00
Total FY94 Obligation Amount:	\$ 331,490.00

Cumulative Total of NRC Obligations: \$2,904,765.00

This modification obligates FY94 funds in the amount of \$331,490.00.

The effective date of this modification is October 1, 1993.

All other terms and conditions of this Interagency Agreement remain the same.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

U. S. NUCLEAR REGULATORY COMMISSION

AND THE

CENTER FOR APPLIED FINANCIAL MANAGEMENT
FINANCIAL MANAGEMENT SERVICE
DEPARTMENT OF THE TREASURY

1. Purpose

This Memorandum of Understanding (MOU) sets forth the terms and conditions under which the Center for Applied Financial Management, Financial Management Service, Department of the Treasury, (hereafter referred to as the Center) will provide on-line agency accounting cross-servicing, on a time-sharing reimbursable basis, to the U. S. Nuclear Regulatory Commission (hereafter referred to as NRC). The Center will operate the system to meet NRC's needs and will include such additional modules as selected by NRC. NRC will reimburse the Center for its actual cross-servicing costs in operating the system and any developmental costs.

2. Authority

This MOU is entered into pursuant to the authority contained in the Economy Act, 31 U.S.C. 1535. NRC has determined that the services provided pursuant to this MOU cannot be obtained as economically or conveniently from a commercial enterprise, and that the MOU is otherwise in the best interest of the United States Government.

3. Background

The Office of Management and Budget (OMB) has embarked on an effort to standardize, consolidate, and modernize accounting systems governmentwide. To emphasize this effort, a MOU between the Financial Management Service (FMS) and OMB was signed in February 1987 (Ref: 31 U.S.C., Sec. 327, and Sec. 1535) designating FMS as a lead agency with operational responsibility for providing accounting services to agencies and organizations on a reimbursable basis. As a lead agency, the Center, as part of FMS, provides a range of accounting and financial information services that will meet the needs of agencies. NRC is a participating agency in accounting cross-servicing.

4. *Description of Services*

The Center will provide to NRC, the American Management Systems' (AMS) Federal Financial System, installed and operated at Prince Georges Center, Hyattsville, Maryland. The service includes software operation, routine maintenance, all upgrades and enhancements, training and documentation, and on-site assistance by the Center and AMS personnel as delineated in the Center's proposal dated April 1991, as revised by letter dated August 12, 1992.

5. *Responsibilities*

The Center

(1) The Center will provide a timesharing service to which NRC can access and process transactions by on-line and batch modes. The Center is committed to providing a 95% availability for data input operations during normal working hours (7:00 am - 4:30 pm Mon-Fri) based on a monthly average.

(2) The Center will provide automated administrative accounting services for NRC through the Center facilities.

(3) The accounting package will have four major functions that will:

- process transaction data*
- maintain a structure of accounts in accordance with the U.S. Government Standard General Ledger*
- provide access to financial data information*
- generate reports*

(4) The agency accounting system will be maintained in full compliance with OMB Circular A-127 (i.e. one integrated financial management system providing accurate and timely information). The Center will provide an annual certification of FFS compliance with the requirements of Circulars A-123, A-127 and A-130 by October 10th.

(5) The agency accounting system software package will be installed and maintained by the Center and will incorporate the latest changes in accounting and reporting procedures and regulations.

(6) System documentation will be provided by the Center.

(7) User training and service support will be provided by The Center to NRC employees. For assistance and problem resolution, call (202) 376-HELP.

(8) The Center charges for services will be continually reviewed for equity both in meeting its operating expenses and in providing the best service to NRC at the least possible cost. Timesharing charges are based on actual consumption of computer resources, including computer processing units (CPU), direct access storage device (DASD), and TSO connect time. See attached current CSD Rate Charge sheet for further details.

(9) The Center will bill NRC using OPAC on a monthly basis and billings will include detailed supporting documentation provided, to the extent that an amount has already been paid by an advance of funds from the NRC, the amount will be billed in memorandum form and not using OPAC.

(10) If cross-servicing is terminated at a future date, the Center agrees to assist in the transfer of the Federal Financial System for implementation on NRC hardware, or at a site designated by NRC. Services provided by the Center will be reimbursed by NRC.

NRC

(1) NRC agrees to comply with operating instructions, operating guides and standard methods of procedures which the Center specifies for the operation of the equipment and software.

(2) NRC has control over input/update to reference files, computations and output operations as they pertain to NRC's portion of the Federal Financial System.

(3) NRC will reimburse the Center for actual operating and developmental costs of cross-servicing requirements incurred by the Center. Charges for agency requested system enhancements will be negotiated as required and funded separately as an amendment to the basic reimbursable agreement.

(4) NRC agrees to comply with the Center's system security and operating requirements.

(5) Requests for technical support will be submitted in written form directly to the Center's Help Desk.

6. *Duration of the MOU*

This MOU will become effective when the accompanying Reimbursable Agreement is signed by the consenting parties. The agreement and MOU may be terminated upon 60 days advance notice from either party.

7. *Modifications*

This MOU may be modified upon written agreement by both consenting parties.