

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 4

2. AMENDMENT/MODIFICATION NO.

Five (5)

3. EFFECTIVE DATE

MAY 11 1995

4. REQUISITION/PURCHASE REQ. NO.

Admin RFPA IRM94188 dtd 3/8/95

5. PROJECT NO.
(If applicable)

6. ISSUED BY

CODE

U.S. Nuclear Regulatory Commission
Division of Contracts
FIP Acquisition Branch (T-7-E41)
Washington, D.C. 20555

7. ADMINISTERED BY

CODE

(If other than Item 6)
U.S. Nuclear Regulatory Commission
Division of Contracts
FIP Acquisition Branch (T-7-E41)
Washington, D.C. 20555

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

Pulsar Data Systems, Inc.
5000 Philadelphia Way
Lanham, Maryland 20706Contact: Debra Iglesias
Telephone: (301) 459-2650

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

X 10C-33-94-188

10B. DATED (SEE ITEM 13)

January 26, 1994

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. Offerors 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)

Not Applicable

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, ect.) 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)

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 NEXT PAGE FOR CONTINUATION OF MODIFICATION)

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)

DEBRA A. IGLESIAS
Director of Contracts

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

Mary Jo Mattia, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY (Signature of Contracting Officer)

MAR 10 1995

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.2439606210177 960619
PDR FOIA
HEAD96-239 PDR

R-2

The purpose of this modification is to: (1) revise Paragraph F.5 - Financial Status Report and (2) revise Attachment 1 - Billing Instructions for Cost Reimbursement Type Contracts reflected under Section J - Attachments. These changes are made as a result of revised reporting procedures.

Accordingly, the following changes are hereby made:

1. Under Paragraph F.5 - Financial Status Report is hereby deleted in its entirety and substituted in lieu thereof the following:

"F.5 NRCAR 2052.212-72 FINANCIAL STATUS REPORT

The contractor shall provide a monthly Financial Status Report to the Project Officer and the Contracting Officer. The report is due within 15 calendar days after the end of the report period and shall identify the title of the project, the contract number, Financial Identification Number (FIN), project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task:

- (a) Provide total estimated cost (value) of the project as reflected in the contract, the amount of funds available in the contract to date, and the balance of funds required to complete the work as follows:
 - (1) Total estimated contract amount.
 - (2) Total funds obligated to date.
 - (3) Total costs incurred this reporting period.
 - (4) Total costs incurred to date.
 - (5) Provide a detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.
 - (6) Balance of obligations remaining.
 - (7) Balance of funds required to complete contract/task order.
 - (8) Contractor Spending Plan (CSP) status:
 - (i) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.

- (ii) Indicate if there has been a significant change in the original CSP projection in either dollars or percentage of completion. Identify the change, the reasons for the change, whether there is any projected overrun, and when additional funds would be required. If there have been no changes to the original NRC-approved CSP projections, a written statement to that effect is sufficient in lieu of submitting a detailed response to item 8.
- (9) A revised CSP is required with the Financial Status Report whenever the contractor or the contracting officer has reason to believe that the total cost for performance of this contract will be either greater or substantially less than what had been previously estimated.

List property acquired for the project during the month with an acquisition cost of \$200 or more. Provide the following information for each item of property: item description or nomenclature, manufacturer, model number, serial number, acquisition cost, and receipt date. If no property was acquired during the month, include a statement to that effect. Note: The same information shall be provided for any component or peripheral equipment which is part of a "system or system unit."

For multiyear projects, in the September monthly financial status report provide a cumulative listing of property with an acquisition cost of \$200 or more showing the above information.

In the final monthly status report provide a closeout property report containing the same elements as described above for the monthly financial status reports. If no property was acquired under the contract, provide a statement to that effect. The report should note any property requiring special handling for security, health, safety, or other reasons as part of the report.

- b) If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as support to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause (FAR 52.232-22)." {End of Clause}

Contract No. NRC-33-94-188
Modification No. Five (5)
Page 4 of 4

2. Under Section J - Attachments, Attachment 1 - Billing Instructions for Cost Reimbursement Type Contracts is hereby deleted in its entirety and substituted in lieu thereof Attachment 1 to this modification.

Revised 12/13/94

BILLING INSTRUCTIONS FOR
COST-REIMBURSEMENT TYPE CONTRACTS

General: The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein. A sample voucher/invoice is provided for your reference. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Number of Copies: An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/invoices shall be submitted to the following address:

US Nuclear Regulatory Commission
Division of Contracts - T7-12
Washington, DC 20555

HAND DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

US Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike - Mail Room
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS.

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

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

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

Form: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher for Purchases and Services Other than Personal" (see attachment 1). The sample form is provided for guidance only. The form is not required for submission of a voucher/invoice. Alternate formats are

permissible provided all requirements of the billing instructions are addressed. Additional copies of the form are available from the Contracting Officer. The instructions form preparation and itemization of the voucher/invoice are included with the sample form (see attachment 2).

Task Ordering Contracts: If the contractor bills for more than one task order under a voucher/invoice, detailed cost information for each individual task order shall be submitted, together with a cumulative summary of all charges billed on the voucher/invoice. This includes all applicable cost elements discussed in paragraphs (a) through (p) of the attached instructions.

Fee Recovery Billings: Pursuant to the provisions of 10 CFR Part 170 and 171 on license fees, the NRC must recover the cost of work performed. Accordingly, the contractor must provide the total amount of funds billed during the period, fiscal year to date and the cumulative total for each task or task assignment by facility or report. The fee recovery billing reports shall be on a separate page, and shall be in the format provided in attachment 3. The billing period for fee recovery costs should be from the first day of each calendar month to the last day of the same month. Each separate fee billing report must be attached to the monthly invoice and cover the same period as the invoice.

Each report will contain a docket number or other unique identifier. The NRC will provide a unique identifier for all work performed. Costs should be reported as whole number to the nearest cent. For work that involves more than one facility at the same site, each facility should be listed separately and the costs should be split appropriately between the facilities. Common costs, as defined below, shall be identified as a separate line item in the fee recovery billing report each month.

Common costs are those costs that are not licensee unique and associated with the performance of an overall program that

benefit all similar licensees covered under that program or that are required to satisfactorily carry out the program. Common costs include costs associated with the following: preparatory or start-up efforts to interpret and reach agreement on methodology, approach, acceptance criteria, regulatory position, or technical reporting requirements; efforts associated with the "lead plant" concept that might be involved during the first one or two plant reviews; meetings and discussions involving the above efforts to provide orientation, background knowledge or guidance during the course of a program; any technical effort applied to a docket or other unique identifier; and project management. Common costs must be reported monthly for each docket or unique identifier. Common costs must be computed based on the proportion of direct costs incurred against each docket or unique identifier for the billing period.

Billing of Cost After Expiration of Contract: If costs are incurred during the contract period and claimed after the contract has expired, the period during which these costs were incurred must be cited. 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; payments will be made in that currency. However, the US dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total US dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

VOUCHERS FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

SAMPLE VOUCHER

Official Agency Billing Office
U.S. Nuclear Regulatory Commission
Division of Contracts and Property
Management, P-902
Washington, DC 20555
Payee's Name and Address

Individual to Contact
Regarding This Voucher:

Name: _____
Tel. No.: _____

(a) Contract Number _____
Task Order No. (If Applicable) _____
(b) Title of Project _____

(c) Voucher Number _____
(d) Project Officer _____
(e) Date of Voucher _____
(f) Contract Amount _____
(g) Fixed Fee _____

(h) This voucher represents reimbursable costs from _____ thru _____

Amount Billed

(l) Current Period

(m) Inception to Date

(i) Direct Costs

| | | |
|---|--|--|
| (1) Direct Labor * | | |
| (2) Fringe Benefits * If computed as percentage | | |
| (3) Capitalized Nonexpendable Equipment * | | |
| (4) Materials, Supplies and Noncapitalized Equipment * | | |
| (5) Premium Pay | | |
| (6) Consultants * | | |
| (7) Travel - Domestic * | | |
| Foreign * | | |
| (8) Subcontract * | | |
| (9) Other Costs * | | |
| Total Direct Costs | | |

(j) INDIRECT COSTS

(A) Overhead _____ % of _____
(Indicate Base) _____
Subtotal _____
(B) General & Administrative Expense
_____ % of Cost Elements Nos. _____
Total Costs _____

(k) FIXED-FEE EARNED (Formula)

(n) Total Amount Claimed

(o) Adjustments

Outstanding Suspensions

(p) Grand Totals

* (REQUIRES SUPPORTING INFORMATION—SEE ATTACHED)

SAMPLESUPPORTING INFORMATION1) Direct Labor - \$2400

| <u>Labor Category</u> | <u>Labor Hours Negotiated</u> | <u>Hours Billed</u> | <u>Rate</u> | <u>Total</u> | <u>Cumulative Hours Billed</u> |
|-----------------------|-------------------------------|---------------------|-------------|---------------|--------------------------------|
| Senior Engineer I | 2400 | 100 | \$14.00 | \$1400 | 975 |
| Engineer | 1500 | 50 | \$10.00 | \$500 | 465 |
| Computer Analyst | 700 | 100 | \$5.00 | \$500 | 320 |
| | | | | <u>\$2400</u> | |

3) Direct Equipment

Spectrometer - General Electric (as approved in Property Schedule) \$5,000

4) Materials, Supplies & Other Expendable Items

10 Radon Tubes @ \$110.00 = \$1100.00
 6 Pairs Electrostatic Gloves @ \$150.00 = \$900.00
\$2000.00

5) Premium Pay

Walter Murphy - 10 hours @ \$10.00 Per Hour = \$100
 (This was approved by NRC in letter dated 3/6/89.)

6) Consultants' Fee

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

7) Travel

| <u>Date</u> | <u>Traveler</u> | <u>Destination</u> | <u>Purpose</u> | <u>Costs</u> |
|-----------------------|-----------------|---|------------------------------------|--------------|
| <u>From</u> <u>To</u> | | <u>From</u> <u>To</u> | | |
| 3/1/89 3/6/89 | William King | Chicago, Wash., IL DC | Meeting with Project Officer | \$200 |

INSTRUCTIONS FOR PREPARING
COST INFORMATION FOR NRC CONTRACTS

Preparation and Itemization of the Voucher/Invoice: In order to constitute a proper invoice, the contractor shall furnish all the information set forth below. These notes are keyed to the entries on the sample voucher/invoice.

Official Agency Billing Office: Address the original and 3 copies of the voucher/invoice, together with supporting documentation attached to each copy to: US Nuclear Regulatory Commission, Division of Contracts - T7-I2, Washington, DC 20555.

Vouchers/invoices delivered by hand, including delivery by express mail or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, should be addressed in accordance with the foregoing and delivered to: US Nuclear Regulatory Commission, One White Flint North, 11555 Rockville Pike - Mail Room, Rockville, Maryland 20852. Hand-delivered vouchers/invoices will not be accepted at other than the above address. Note, however, that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

Payee's Name and Address. Show the name of the contractor as it appears in the contract and its correct address. When an approved assignment has been made by the contractor, or a different payee or addressee has been designated, insert the name and address of the payee. Indicate the name and telephone number of the individual responsible for answering any questions that the NRC may have regarding the invoice.

(a) Contract Number. Insert the NRC contract number.

Task Order Number, if applicable. Insert the task order number.

(b) Title of Project. List the full title of the project being performed under the contract.

(c) Sequential voucher/invoice number. 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.

(d) Project Officer's name as designated in the contract.

- (e) Date of Voucher/Invoice. Insert the date the voucher/invoice is prepared.
- (f) Contract Amount. Insert the total estimated cost of the contract, exclusive of fixed-fee. Include this information as it applies to individual task orders as well.
- (g) Fixed-Fee. Insert total fixed-fee. Include this information as it applies to individual task orders as well.
- (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 claimed.
- (i) Direct Costs - Insert the major cost elements:

- (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>Labor Hrs. Negotiated</u> | <u>Hrs. Billed</u> | <u>Rate</u> | <u>Total</u> | <u>Cumulative Hrs. Billed</u> |
|-----------------------|------------------------------|--------------------|-------------|--------------|-------------------------------|
|-----------------------|------------------------------|--------------------|-------------|--------------|-------------------------------|

- (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) Direct Equipment. For educational institutions, list each item costing \$500 or more and having a life expectancy of more than one year. For contractors other than educational institutions, list each item costing \$200 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. A reference shall be made to the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule; or (c) be preceded by an asterisk (*) if the equipment is below the approval level.

For each piece of equipment purchased provide: (1) an item description, (2) make and model, (3) serial number, (4) acquisition cost, (5) date of purchase, and (6) a copy of the purchasing document.

Further itemization of vouchers/invoices shall only be required for items having specific limitations set forth in the contract.

- (4) Materials, Supplies, or Other Expendable Items. These are consumable materials, supplies, and equipment other than that described in (3) above. For each piece of equipment provide the

information set forth in (3) above.

- (5) Premium Pay. This remuneration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)
- (6) Consultant's 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. Domestic travel is travel within the United States, its territories, possessions, and Canada. It should be billed separately from foreign travel.

All costs associated with each trip must be shown in the following format:

| Date | Traveler | Destination | Purpose | Cost |
|------|----------|-------------|---------|------|
| From | To | From | To | \$ |

- (8) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.
- (9) Other. List all other direct costs by cost element and dollar amount separately.
- (j) Indirect Costs - Overhead. Cite the formula (rate and base) in effect during the time the cost was incurred and for which reimbursement is claimed.
- (k) Fixed Fee. If the contract provides for a fixed fee, it must be claimed as provided for by the contract. Cite the formula or method of computation. The contractor may bill for fixed fee only up to 85% of total fee.
- (l) Amount Billed for Current Period. Insert the amount billed for the major cost elements, adjustments, and total amount for the period.
- (m) Cumulative Amount from Inception to Date of Current Billing. Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.

- (n) Total Amounts Claimed. Insert the total amounts claimed for the current cumulative periods.
- (o) Adjustments. This includes cumulative amounts billed that have been suspended or disallowed.
- (p) Grand Totals.

FEE RECOVERY BILLING REPORT

FIN: _____

Facility Name or Report Title: _____

TAC or Inspection Report Number: _____
(or other unique identifier)

Docket Number (if applicable): _____

| Cost Categories | Period Amt. | Period Cost Incurred | Fiscal Year To Date Costs | Total Cumulative Costs |
|------------------------------|-------------|-------------------------|------------------------------|---------------------------|
| Labor | | | | |
| Materials | | | | |
| Subcontractor/ Consultant | | | | |
| Travel | | | | |
| Other (specify) | | | | |
| Common Costs | | | | |
| Total | | | | |

Remarks:

A-11 EXHIBIT 43
AGENCY-WIDE SUMMARY REPORT ON OBLIGATIONS FOR
INFORMATION TECHNOLOGY

U.S. NUCLEAR REGULATORY COMMISSION
(in millions of dollars)

| | <u>FY 1995</u> | <u>FY 1996</u> | <u>FY 1997</u> |
|---|----------------|----------------|----------------|
| 1. <u>Equipment</u> | | | |
| A. Capital purchases | 1.8 | 0.4 | 0.2 |
| B. Other equipment purchases/leases | <u>8.3</u> | <u>7.3</u> | <u>5.1</u> |
| Subtotal | 10.1 | 7.7 | 5.3 |
| 2. <u>Software</u> | | | |
| A. Capital purchases | 1.3 | 1.4 | 0.9 |
| B. Other software purchases/leases | <u>1.4</u> | <u>1.2</u> | <u>1.1</u> |
| Subtotal | 2.7 | 2.6 | 2.0 |
| 3. <u>Services</u> | 2.3 | 2.4 | 2.0 |
| 4. <u>Support services</u> | 26.9 | 24.0 | 21.5 |
| 5. <u>Supplies</u> | 0.2 | 0.2 | 0.2 |
| 6. <u>Personnel (compensation/benefits)</u> | 10.6 | 11.4 | 11.9 |
| 7. <u>Other (DoD only)</u> | 0 | 0 | 0 |
| 8. <u>Intra-governmental payments</u> | 16.0 | 14.4 | 13.9 |
| 9. <u>Intra-governmental collections</u> | 0 | 0 | 0 |
| 10. <u>Total Obligations</u> | 68.8 | 62.7 | 56.8 |
| 11. <u>Workyears (FTE)</u> | 142 | 145 | 144 |

Contact: Patricia Wolfe, 301-415-6031

March 27, 1996

Mr. John Pfeiffer
Program Analyst, Energy Branch
Office of Management and Budget
New Executive Office Building
725 17th Street, N.W., Room 8025
Washington, DC 20503

Dear Mr. Pfeiffer:

Enclosed are the following U.S. Nuclear Regulatory Commission's exhibits required by the Office of Management and Budget Circular A-11 in support of the President's FY 1997 budget submission to the Congress.

Exhibit 15B: Rental Payments for Space and Land
Exhibit 43: Agency-Wide Summary Report on Obligations for Information Technology.

If you have any questions about this schedule, please call Peter W. McLaughlin at (301) 415-7327.

Sincerely,

Original Signed by
Peter J. Rabideau

Peter J. Rabideau, Director
Division of Budget and Analysis
Office of the Controller

Enclosures (2): As stated