

Duplicate Original
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AMENDMENT OF SOLICITATION		MODIFICATION OF CONTRACT		TRACT ID CODE	PAGE OF PAGES
1. AMENDMENT/MODIFICATION NO.		12. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)	
3		SEP 28 1992	AFD-91-286 dtd 6/23/92	8/20/92	
6. ISSUED BY		CODE	7. ADMINISTERED BY (if other than Item 6)		CODE
U.S. Nuclear Regulatory Commission Division of Contracts & Prop. Mgmt. Washington, DC 20555					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)			9A. AMENDMENT OF SOLICITATION NO.		
Pulau Electronics Corporation 21335 Nordhoff Street Chatsworth, CA 91311			9B. DATED (SEE ITEM 11)		
Principal Investigator/Technical Contact: Clifford Jackson			10A. MODIFICATION OF CONTRACT/ORDER NO.		
Telephone No. (407) 380-9191			X NRC-26-91-286		
CODE			10B. DATED (SEE ITEM 11)		
FACILITY CODE			4/5/91		

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)

B&R 282-19-51-04-0 Fin No. 115812 Approp. No. 31X0200.822 Amount: \$86,600.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
(IT) MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

W)	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.
X	FAR 52.243-1, "Changes- Fixed Price"
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, 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)

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 DCS section headings, including solicitation/contract subject matter where feasible.)

070241 See attached pages.

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15A. NAME AND TITLE OF SIGNER (Type or print)		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
GARY Y. NAKATA VICE PRESIDENT		Mary Lynn Scott, Contracting Officer	
15C. DATE SIGNED		15D. UNITED STATES OF AMERICA	
9/29/92		BY <u>MAA</u> <u>LYN</u> <u>SCOTT</u> (Signature of Contracting Officer)	
15E. CONTRACTOR OFFICER		15F. DATE SIGNED	
<u>[Signature]</u> (Signature of person authorized to sign)		SEP 28 1992	

This modification incorporates a within scope change to add a new line item for a training course, to increase the hourly rates for one of the technicians effective October 5, 1992, to add a line item for the purchase of spare parts, to increase the contract ceiling amount by \$182,784.71, to provide funding in the amount of \$86,600, and to add a new contract clause to Section I. Accordingly, the following changes are made:

1. Section B., Article B.3, pricing for contract years 2 and 3 are deleted in their entirety and Attachment 1 is substituted therefor.

2. Section B., Article B.4 is revised to read:

- a. Subparagraph a, delete "\$253,104.80" and substitute "\$441,889.51".
- b. Subparagraph b, delete "\$197,317.65" and substitute "\$283,917.65".

3. Section C.1.B of the Statement of Work is revised to delete the last sentence of the first paragraph.

4. Section C.1.B.3.c of the Statement of Work is deleted and replaced with the following:

"c. Obtain and provide simulator repair and spare parts, consumables and vendor repair services as necessary to support the operation of IIC simulators. Each order for parts or vendor support shall be submitted to the NRC senior simulator engineer and NRC project officer on a standard form for review and approval prior to placement of any order.

The contractor shall make every effort to procure parts and vendor support at the lowest available price. This effort shall include identification of multiple suppliers for all orders, where possible. Where multiple suppliers are not available, the reasons for selecting a single source shall be provided. The contractor shall include any discount or rebate in the cost of the parts or services provided for the NRC.

For computer systems corrective maintenance requiring vendor support, the contractor shall identify the appropriate vendor and arrange for vendor support. Each order for vendor support shall be submitted to the NRC project officer on a standard form for review and approval prior to placement of any order.

The contractor shall maintain accurate records of all purchases such that the total cost of all parts and vendor support, and the balance of remaining funds can be determined. At no time shall the contractor provide parts or vendor support which would incur costs exceeding the funds obligated."

5. Section C.1.B.2.b is deleted and replaced with the following:

"Corrective maintenance for simulator computer systems and their peripherals. Corrective maintenance includes replacement of components such as power supplies, cooling fans and drive motors. It also includes diagnostic analysis, troubleshooting, alignment and calibration, and repair."

5. Section C.1.B.4 is revised to delete the first two sentences and replace them with the following:

"The NRC will provide all tools and test equipment needed to perform the work specified in the above."

6. The clause contained in Attachment 2 is added to Section I as new subsection I.11.

All other terms and conditions of the contract remain the same.

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

"Total FY91 obligation amount \$87,342.80.
Total FY92 obligation amount \$190,574.85.

Cumulative Total of NRC Obligations \$283,917.65.

This modification obligates FY92 funds in the amount of \$86,600.00."

A. SUPPLIES/SERVICES, PRICES/COST (CONTRACT YEAR TWO)

MAINTENANCE CATEGORY	EST HRS	UNIT	UNIT PRICE	AMOUNT
1. Scheduled/Corrective Maintenance Principal Period of Maintenance Monday thru Friday*	1,000	hr	\$27.13	\$27,130
	1,000	hr	28.47	28,470
2. Outside Principal Period of Maintenance (On-Call/Corrective) Monday thru Friday	18	hr	27.13	488.34
	18	hr	28.47	512.46
3. Outside Principal Period of Maintenance (On-Call/Corrective) Saturday thru Sunday	4	hr	27.13	108.52
	5	hr	28.47	142.34
4. Additional Maintenance Support	2,000	hr	27.13	54,260
5. Spare and Repair Parts and Vendor Assistance at cost plus 10% not to exceed \$500 per order			NTE	\$75,000
6. Computer System Training (three weeks)	1	course	9,510	9,510

** The rate of \$27.13 applies prior to October 4, 1992 and the rate of \$28.47 applies to the period after that until the end of contract year two for the technician who receives the Computer System Training specified in line item 6.

B. SUPPLIES/SERVICES, PRICES/COST (CONTRACT YEAR THREE)

MAINTENANCE CATEGORY	EST HRS	UNIT	UNIT PRICE	AMOUNT
1. Scheduled/Corrective Maintenance Principal Period of Maintenance Monday thru Friday*	2,000*	hr	\$29.89	\$59,780
2. Outside Principal Period of Maintenance (On-Call/Corrective) Monday thru Friday	36**	hr	29.89	1,076.04
3. Outside Principal Period of Maintenance (On-Call/Corrective) Saturday thru Sunday	9***	hr	29.89	269.01
4. OPTIONAL Maintenance Support	2,000*	hr	28.47	56,940
5. Spare and Repair Parts and Vendor Assistance at cost plus 10% not to exceed \$500 per order				NTE \$100,000
Years 1 and 2 Totals incl. option				\$280,764.46
Year 3 without option				161,125.05
Total Ceiling				441,889.51

*Based on 2,000 workhours per year excluding 10 federal holidays for 1 technician.

** Estimated occurrences of on-call/corrective maintenance Outside the Principal Period of Maintenance Monday thru Friday are 12 occurrences, with an average of three hours per occurrence.

***Estimated occurrences of on-call/corrective maintenance Outside the Principal Period of Maintenance Saturday thru Sunday are 3 occurrences, with an average of three hours per occurrence.

I.11 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES
OR FEES (May 1992) (FAR 52.222-18)

(a) During the term of this contract, the Contractor agrees to post a notice of such size and in such form as the Secretary of Labor may prescribe, in conspicuous places and about its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the last sentence shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)):

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact either a Regional Office of the National Labor Relations Board or: National Labor Relations Board, Division of Information, 1717 Pennsylvania Avenue, NW., Washington, DC 20570.

(b) The Contractor will comply with all provisions of Executive Order 12800 of April 13, 1992, and related rules, regulations, and orders of the Secretary of Labor.

(c) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (a) or (b) of this clause, this contract may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 12800 of April 13, 1992. Such other sanctions or remedies may be imposed as are provided in Executive Order 12800 of April 13, 1992, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

(d) The Contractor will include the provisions of paragraphs (a) through (c) in every subcontract or purchase order entered into in connection with this contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive

Order 12800 of April 13, 1992, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any such subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance; provided, however, that if the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.