

2 AMENDMENT/MODIFICATION NO. 3 EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

1 01-12-2004 NMS-04-001

6 ISSUED BY CODE 3100 7. ADMINISTERED BY (If other than Item 6) CODE 3100

U.S. Nuclear Regulatory Commission U.S. Nuclear Regulatory Commission
 Div of Contracts Div of Contracts
 Two White Flint North - MS T-7-I-2 Two White Flint North - MS T-7-I-2
 Washington, DC 20555 Washington, DC 20555

8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) (X) 9A. AMENDMENT OF SOLICITATION NO

Southwest Research Institute 98. DATED (SEE ITEM 11)

6220 Culebra Road
 San Antonio, Texas 78228-0510
 Attn: W. Patrick, President, CNWRA
 210-522-5158 TIN# 74-1070544

10A. MODIFICATION OF CONTRACT/ORDER NO
 NRC-02-04-001

10B. DATED (SEE ITEM 13)
 12-15-2003

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 of 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) n/a

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). X

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 _____ copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Please see attached pages.

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)
	Barbara D. Meehan
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	BY <i>Barbara D. Meehan</i> (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED
	01-12-2004

This modification is issued to revise the FAR clauses listed in Section I, Revise I.6 to insert the amount under paragraph (a), and the revise the Billing Instructions in Attachment J-2. Accordingly, the following revisions are made:

1. Section I.1 is revised to add the following FAR Clauses:

52.227-11 Retention of Patent Rights (Short Form) JUN 1997

52.245-5 Government Property (Cost Reimbursement, Time and Materials, or Labor-Hour Contracts) JUN 2003

52.204-7 Central Contractor Registration OCT 2003, Alternative 1

52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration OCT 2003

The full text of the last two clauses is attached.

2. Section I.6, paragraph (a) is revised to delete "\$0" and substitute "\$496".

3. Substitute the attached Billing Instructions for those currently in Attachment J-2

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

A summary of obligations for this contract is given below:

Total FY04 obligations: \$155,000

Cumulative total of NRC obligations \$155,000.

This modification does not obligate funds.

BILLING INSTRUCTIONS FOR
COST-REIMBURSEMENT TYPE CONTRACTS

General: The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the 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 vouchers/invoices for reimbursement of costs in the manner and format described herein. **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.¹ 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:

U.S. 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:

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

¹ Supporting documentation is not required to be submitted with the invoices which are submitted every four weeks per agreement between NRC, SwRI, and DCAA with the exception of payment of overtime. When payment is requested for overtime premium pay (within the ceiling specified in 52.222-2) the invoice shall be briefly annotated to indicate the reason for such costs. All supporting documentation for other costs should be available at SwRI for inspection by NRC and/or DCAA upon request. In addition, periodically, certain supporting documentation may be requested by NRC for verification of invoiced amounts.

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 and Property Management.

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 (or every four weeks), unless otherwise authorized by the Contracting Officer.

Format: Claims should be submitted in the format depicted on the attached sample form entitled, "Voucher/Invoice for Purchases and Services Other than Personal" (see Attachment 1). The same format is provided for guidance only. The format is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed. The instructions for preparation and itemization of the voucher/invoice are included with the sample form.

Task Ordering Contracts: The contractor shall submit separate invoices for each task order. 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 2. The billing period for fee recovery costs should be the same as the invoice period. Each separate fee billing report must be attached to the periodic 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

BILLING INSTRUCTIONS
COST REIMBURSEMENT

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/task order period and claimed after the contract/task order 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 U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

BILLING INSTRUCTIONS
COST-REIMBURSEMENT

Attachment 1

INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

(SAMPLE FORMAT)

1. Official Agency Billing Office

U.S. Nuclear Regulatory Commission
Division of Contracts, MS T-7-I-2
Washington, DC 20555-0001

2. 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 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).

C. Contract Number. Insert the NRC contract number.
Task Order No. Insert the Task Order number. (If Applicable)

D. Voucher/invoice number. The appropriate sequential number of the voucher/invoice, beginning with 001 may be designated or the Contractor may use an individual internal accounting number. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.

E. Date of Voucher/Invoice. Insert the date the voucher/invoice is prepared.

F. 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.

G. 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). (Not necessarily in this order):

- (1) Direct Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized between SwRI labor and CNWRA labor. May include premium pay if proposed and approved in the current Operations Plan.
- (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) Capitalized Non Expendable Equipment. List each item costing \$50,000 or more and have 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) the item number for the specific piece of equipment listed in the property schedule of the contract; or (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule.
- (4) Non-capitalized Equipment, Materials, or Supplies. These are equipment other than that described in (3) above, plus consumable materials, supplies. (See footnote on page 1). Sensitive equipment/property valued at \$500 or more shall be listed separately. Provide the item number for such equipment.
- (5) Consultants. Supporting information, including the name, and hourly or daily rate shall be available per footnote on page 1.
- (6) Travel. Supporting information shall be available per footnote on page 1.
- (7) Subcontracts. Supporting information shall be available per footnote on page 1.
- (8) Other categories i.e. Machine Shop Services, Quality Assurance Services, Telephone and Telegram, etc. (See footnote on page 1)
- (9) Premium Pay. This enumeration in excess of the basic hourly rate. (If within the ceiling, if any, stated in the contract).

H. Indirect Costs (Overhead and General and Administrative Expense) and Facilities Capital. 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 claimed. Differentiate between SwRI and CNWRA overhead.

I. Fee. Base fee may be billed at 4% of costs incurred during that month exclusive of Facilities Capital. Separate invoices may be submitted for award fees and residual base fees.

J. Total Amount Billed. Insert the amount claimed for the current and cumulative periods.

K. Adjustments. For cumulative amount, include outstanding suspensions.

L. Grand Totals.

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

Sample Fee Recovery Billing Report

Job code: _____

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/Consult.				
Travel				
Other (Specify)				
Common Costs				
Total				

Remarks: