

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. Nine (9)	3. EFFECTIVE DATE 1-1-91	4. REQUISITION/PURCHASE REQ. NO. RES-90-058 dtd. 10/25/91	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts & Property Management Washington, D.C. 20555		7. ADMINISTERED BY (if other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) University of Arizona 2030 East Speedway Sun Building, room 222 Tucson, Arizona 85719	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. X NRC-04-90-058
	10B. DATED (SEE ITEM 13) 11/13/89

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 is 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)
no change

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

<input type="checkbox"/>	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	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in pricing 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)

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 meetings, including solicitation/contract subject matter where feasible.)

See attached.

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NRC-04-90-058 PDR

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) Charles H. Peyton, Adjunct Assoc. Vice Pres. for Research	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary Lynn Scott, Contracting Officer
15B. CONTRACTOR/OFFEROR <i>Charles H. Peyton</i> (Signature of person(s) authorized to sign)	15C. DATE SIGNED 3-19-92
16B. UNITED STATES OF AMERICA BY <i>Mary Lynn Scott</i> (Signature of Contracting Officer)	16C. DATE SIGNED MAR 9 1992

The purpose of this modification is to delete the provisions in the contract for a Letter of Credit and change the contractor's address as shown in block 8 of the SF30. Accordingly, the contract is modified as follows:

1. Under Section G, "Contract Administration Data", delete Sections G.6, G.7, and G.8.
2. Section J.1, "Attachments", Attachment No. 1, Billing Instructions, is added. These instructions shall apply with the exception of the requirements for a break-down of direct labor costs and other direct costs (i.e. listing specific equipment, etc.). However, this information shall be available and accessible for any future audits of the contract costs. This change to the NRC Billing Instructions is being made only for the University of Arizona contracts which were in effect at the time that the Letter of Credit procedures were discontinued (12/31/90).
3. The contractor's address is revised to read as follows:

"2030 East Speedway
Sun Building, Room 222
Tucson, Arizona 85719"

All other terms and conditions, including the contract ceiling of \$747,708.00, shall remain the same.

REVISED 8/89

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:

U. S. Nuclear Regulatory Commission
Division of Contracts and Property Management
Contract Administration Branch, P-902
Washington, D.C. 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, Maryland 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 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, 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." 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 for preparation and itemization of the voucher/invoice are included with the sample form.

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, together with appropriate supporting information.

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, 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.

VOUCHERS FOR PURCHASES AND SERVICES OTHER THAN PERSONAL

REVISED 8/89
Page 3

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

(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 _____

Individual to Contact
Regarding This Voucher:
Name: _____
Tel. No.: _____

(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 imputed 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-FFB EARNED (Formula)	_____	_____
(n) Total Amounts Claimed	_____	_____
(o) Adjustments Outstanding Suspensions	_____	_____
(p) Grand Totals	_____	_____
*(REQUIRES SUPPORTING INFORMATION--SEE ATTACHED)		

Instruction for Itemization of Costs and Supporting Information:

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.

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 individual internal accounting numbers, if desired, in addition to the 3-digit sequential number.
- (d) Project Officer's name and mailstop 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:

Labor Category	Labor Hrs. Negotiated	Hours Billed	Rate	Total	Cumulative Hours Billed
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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) Direct Equipment. For educational institutions, list each item costing \$500.00 or more and having a life expectancy of more than one year. For contractors other than educational institutions, list each item costing \$200.00 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. 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.
- (5) Premium Pay. This is 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 and cumulative periods.
- (o) Adjustments. This includes cumulative amounts billed that have been suspended or disallowed.
- (p) Grand Totals.
- (*) Supporting Information. Cost elements requiring detailed supporting information--sample attached.

Supporting Information - Sample

1) 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>	

2) 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) Franchise Fee

Walter Murphy - 10 hours @ \$10.00 Per Hour = \$100
 (This was approved by NRC in letter dated 7/6/89.)

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

b) Subcontracts

XYZ CORP. (CPFF)

Direct Labor:	- 80 hours @ \$20.00 per hour	= \$1600.00
O/H	@ 50%	= \$800.00
Travel - 2 Trips - Wash., DC	@ \$200	= \$400.00
	to Boston, MA	
Profit	@ 7%	= \$200.00
TOTAL:		<u>\$3000.00</u>

(k) Fixed-Fee (Formula)

(5%)

\$350,000 X 5% = \$17,500 Total Fixed Fee for this Contract

\$37,200 X 5% = \$1360 Fee Billed for this Period

(c) Adjustments

\$1700 - Indicates amount withheld from voucher #001, now approved by Contracting Officer letter 3/10/89.