

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 18			
2. AMENDMENT/MODIFICATION NO. M0001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)		
6. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-8E06M WASHINGTON DC 20555-0001		CODE NRCHQ		7. ADMINISTERED BY (If other than Item 6)		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) STREET LEGAL INDUSTRIES INC ATTN PAT BISESE 102 JEFFERSON CT STE A OAK RIDGE TN 378304821				(x)			9A. AMENDMENT OF SOLICITATION NO.	
							9B. DATED (SEE ITEM 11)	
				x			10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-HQ-84-17-E-0001	
							10B. DATED (SEE ITEM 13) 09/29/2017	
CODE 127614316		FACILITY CODE						
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS								
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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 ACKNOWLEDGEMENT 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) See Schedule								
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.								
CHECK ONE		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:						
X		D. OTHER (Specify type of modification and authority) FAR 52.423-4 Changes						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.								
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to revise the following sections of this contract: B.2 NRCB044 CONSIDERATION AND OBLIGATION- INDEFINITE-QUANTITY CONTRACT (AUG 2011), B.3 PRICE/COST SCHEDULE; C.19 Government Furnished Equipment/Property; F.1 NRCF030 PERIOD OF PERFORMANCE (AUG 2011) ALTERNATE I (AUG 2011); F.3 PLACE OF DELIVERY-REPORTS; H.1 KEY PERSONNEL. (JAN 1993); Add an alternate COR to Section H.2; Replace section I in it's entirety; and incorporate the most current billing procedures (Attachment 1) All other terms and conditions remain unchanged. Ceiling Amount: \$885,290.67 (unchanged)								
Continued ...								
Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) SHARLENE M. MCCUBBIN				
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		12/19/2017				

NAME OF OFFEROR OR CONTRACTOR
STREET LEGAL INDUSTRIES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 10/01/2017 to 10/01/2022				

SECTION B - SUPPLIES OR SERVICES/PRICES

B.2 NRCB044 CONSIDERATION AND OBLIGATION- INDEFINITE-QUANTITY CONTRACT (AUG 2011)

- (a) The estimated total quantity of this contract for the products/services under this contract is **\$885,290.67**.
- (b) The Contracting Officer will obligate funds on each task order issued.
- (c) The minimum guarantee under this contract is **\$168,000.00**.
- (d) The obligated amount for this contract will be issued on each task order.
- (e) A total estimated cost and fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of FAR 52.232-20 - Limitation of Cost for fully-funded task orders and FAR 52.232-22 - Limitation of Funds for incrementally-funded task orders, issued hereunder.

(End of Clause)

B.3 PRICE/COST SCHEDULE: The Price Cost Schedule is modified to reflect clarification of estimated quantities as well as a change to CLIN 5001 to clarify the estimated labor hour amounts and correct the sum of those hours and associated per hour rates.

YEAR ONE					
CLIN #	DESCRIPTION	UNIT PRICE	UNIT	ESTIMATED QTY	TOTAL ESTIMATED PRICE
0001	Update/Revise Course Materials for Students & Instructors		JOB	1	
0002	Present G-205 Training Course		EACH	6	
TOTAL					

YEAR TWO					
CLIN #	DESCRIPTION	UNIT PRICE	UNIT	ESTIMATED QTY	TOTAL ESTIMATED PRICE
1001	Present G-205 Training Course		EACH	6	
					9

YEAR THREE					
CLIN #	DESCRIPTION	UNIT PRICE	UNIT	ESTIMATED QTY	TOTAL ESTIMATED PRICE
2001	Present G-205 Training Course		EACH	6	
				TOTAL	

YEAR FOUR					
CLIN #	DESCRIPTION	UNIT PRICE	UNIT	ESTIMATED QTY	TOTAL ESTIMATED PRICE
				TOTAL	

YEAR FIVE					
CLIN #	DESCRIPTION	UNIT PRICE	UNIT	ESTIMATED QTY	TOTAL ESTIMATED PRICE
4001	Present G-205 Training Course		EACH	6	
				TOTAL	

Labor Hour CLIN

CLIN #	OPTIONAL COURSE DEVELOPMENT		
5001			
Labor Category	Unit Price	Estimated Hours	TOTAL ESTIMATED PRICE
Senior Instructor/Developer		600	
Alternate Instructor/Developer		100	
Graphics		100	
Distance Learning Developer		300	\$
Technical Writer		100	
Total Estimated Cost			

OTHER DIRECT COST					
CLIN #	DESCRIPTION	UNIT PRICE	UNIT	QTY	TOTAL PRICE
6001	Other Direct Cost (Travel, etc....)		LOT	Not-To-Exceed (NTE)	
LINE ITEM TOTAL					

Grand Total Ceiling (Base and All Optional Tasks) \$885,290.67

*The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. All travel must be approved in advance by the NRC Contracting Officer's Representative (NRC COR). Hotel reservations, estimated cost for travel, rental car and any other expenses that may be incurred in connection with the tasks shall be made by the contractor, and will be reimbursed for actual allowable costs, with back-up documentation/receipts attached to the submitted invoice. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS.

SECTION C - Description/Specifications

C.19 Government Furnished Equipment/Property

1. The NRC shall furnish the contractor with the following:

- i. Six Case Study scenarios entitled:
 1. The Gulf Creek Nuclear Plant Security Case Study
 2. The Sandhurst Nuclear Power Station Security Case Study
 3. The ACME Radio Pharmacy Case Study
 4. The Hampton Regional Cancer Center Case Study
 5. The Texoma Nuclear Plant Case Study
 6. The Youngs Bay Nuclear Plant Case Study

SECTION F - Deliveries or Performance

F.1 NRCF030 PERIOD OF PERFORMANCE (AUG 2011) ALTERNATE I (AUG 2011)

The ordering period for this contract shall commence on 10/01/2017 and will expire on 09/30/2022. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See FAR 52.216-18 - Ordering).

(End of Clause)

F.3 PLACE OF DELIVERY-REPORTS

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

A. Eric Riggs (1 hard copy)

Contracting Officer's Representative (COR)

U.S. Nuclear Regulatory Commission

Address:

Technical Training Center, Osborne Office Center

5746 Marlin Road, Suite 200

Chattanooga, TN 37411-5677

Electronic copies to:

Eric Riggs (1 electronic copy)

Eric.Riggs@nrc.gov

(End of Clause)

SECTION H - Special Contract Requirements

H.1 KEY PERSONNEL. (JAN 1993)

(a) The following individuals are considered to be essential to the successful performance of the work hereunder:

*To be determined on a task order basis

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the project officer shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage

H.2 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY (NOVEMBER 2006)

(a) The contracting officer's authorized representative (hereinafter referred to as the contracting officer representative, or COR) for this contract is:

Name: Eric Riggs

Address: US NRC
Technical Training Center
Osborne Office Center
5746 Marlin Road, Suite 200
Chattanooga, TN [REDACTED]

Email: [REDACTED]

The alternate contracting officer's representative is:

Name: Jeff Griffins

Address: US NRC
Technical Training Center
Osborne Office Center
5746 Marlin Road, Suite 200
Chattanooga, TN 37411-5677

Telephone Number: [REDACTED]

SECTION I - Contract Clauses

(This section is modified in
it's entirety)

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and Effect as if they were given in full text. Upon request, the Contracting Officer will make Their full text available. Also, the full text of a clause may be accessed electronically at This/these address (is): <http://www.acquisition.gov/far>.

- 52.202-1 DEFINITIONS. (NOV 2013)
- 52.203-3 GRATUITIES. (APR 1984)
- 52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)
- 52.203-7 ANTI-KICKBACK PROCEDURES. (MAY 2014)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)
- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (OCT 2015)
- 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009. (JUN 2010)
- 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (APR 2014)
- 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (OCT 2016)
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2016)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (OCT 2015)
- 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (NOV 2015)
- 52.211-5 MATERIAL REQUIREMENTS. (AUG 2000)
- 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)
- 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)
- 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA. (AUG 2011)
- 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA. (OCT 2010)
- 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS. (OCT 2010)
- 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY. (OCT 1997)
- 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS. (JUL 2005)
- 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)
- 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES. (OCT 2009)
- 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES. (OCT 2009) -- ALTERNATE me (OCT 2009)
- 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (NOV 2011)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (NOV 2016)
 52.222-3 CONVICT LABOR. (JUN 2003)
 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS. (MAY 2014)
 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES.
 (OCT 2016)
 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (APR 2015)
 52.222-50 COMBATING TRAFFICKING IN PERSONS. (MAR 2015)
 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (OCT 2015)
 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (MAY
 2011)
 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING
 WHILE DRIVING. (AUG 2011)
 52.224-1 PRIVACY ACT NOTIFICATION. (APR 1984)
 52.224-2 PRIVACY ACT. (APR 1984)
 52.225-5 TRADE AGREEMENTS. (OCT 2016)
 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)
 52.227-14 Rights in Data—General (May 2014)
 52.227-17 Rights in Data—Special Works (Dec 2007)
 52.232-1 PAYMENTS. (APR 1984)
 52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (FEB 2002)
 52.232-17 INTEREST. (MAY 2014)
 52.232-22 LIMITATION OF FUNDS. (APR 1984)
 52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)
 52.232-25 PROMPT PAYMENT. (JAN 2017)
 52.232-33 PAYMENTS BY ELECTRONIC TRANSFER (JULY 2013)
 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)
 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS
 SUBCONTRACTORS. (DEC 2013)
 52.233-1 DISPUTES. (MAY 2014)
 52.233-3 PROTEST AFTER AWARD. (AUG 1996)
 52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE (JUN 1985)
 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)
 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)
 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2014)
 52.242-13 BANKRUPTCY. (JUL 1995)
 52.243-1 CHANGES - FIXED-PRICE. (AUG 1987)
 52.243-3 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS. (SEP 2000)
 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (JAN 2017)
 52.249-4 Termination for Convenience of the Government (Fixed-Price) (Apr 2012)
 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004)
 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)
 52.216-22 INDEFINITE QUANTITY. (OCT 1995)
 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST
 NRC1010: NRC ACQUISITION REGULATION (NRCAR) PROVISIONS AND CLAUSES (AUG 2011)

I.2 52.216-18 Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from October 01, 2017 through September 30, 2022.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

I.4 52.219-11 Special 8(a) Contract Conditions (JAN 2017)

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements, delegate to the Nuclear Regulatory Commission the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the Nuclear Regulatory Commission shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the Nuclear Regulatory Commission.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(f) To notify the Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(End of clause)

I.1 52.219-14 Limitations on Subcontracting. (JAN 2017)

As prescribed in 19.508(e) or 19.811-3(e), insert the following clause:

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Applicability. This clause applies only to—

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) participants;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants; and

(3) Orders set aside for small business or 8(a) participants under multiple-award contracts as described in 8.405- 5 and 16.505(b)(2)(I)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a no manufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.
(End of clause)

I.7 52.219-17 Section 8(a) Award. (JAN 2017)

As prescribed in 19.811-3(c), insert the following clause:

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements, delegates to the Nuclear Regulatory Commission the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Nuclear Regulatory Commission.

(End of clause)

SECTION J - List of Documents, Exhibits and Other Attachments

ATTACHMENT

**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (JULY 2017)**

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the System for Award Management (SAM) database and the Invoice Processing Platform (IPP) system and for any liability resulting from the Government's reliance on inaccurate or incomplete SAM and/or IPP data.

The contractor shall prepare invoices/vouchers for payment of deliverables identified in the contract, in the manner described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

Electronic Invoice/Voucher Submissions: Invoices/vouchers shall be submitted electronically to the U.S. Nuclear Regulatory Commission (NRC) through the Invoice Processing Platform (IPP) at www.ipp.gov.

Purchase of Capital Property: *(\$50,000 or more with life of one year or longer)*

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC [Management Directive \(MD\) 11.1](#), NRC Acquisition of Supplies and Services.

Agency Payment Office: Payment will be made by the office designated in the contract in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 18a of Standard Form 1449, whichever is applicable.

Frequency: The contractor shall submit invoices/vouchers for payment once each month, unless otherwise authorized by the Contracting Officer.

Supporting Documentation: Any supporting documentation required to substantiate the amount billed shall be included as an attachment to the invoice created in IPP. If the necessary supporting documentation is not included, the invoice will be rejected.

Task Order Contracts: The contractor must submit a separate invoice/voucher for each individual task order with pricing information.

Final vouchers/invoices shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

Currency: Invoices/Vouchers must be expressed in U.S. Dollars.

Supersession: These instructions supersede previous Billing Instructions for Fixed-Price Type Contracts (JAN 2015).

Does my company need to register in IPP?

If your company is currently registered in IPP and doing business with other Federal Agencies in IPP, you will not be required to re-register.

If your company is not currently registered in IPP, please note the following:

- You will be receiving an invitation to register for IPP from IPP Customer Support, STLS.IPPHELPDESK@stls.frb.org.
- IPP Customer Support will send you two emails: the first email will contain the initial administrative IPP User ID and the second email, sent within 24 hours of receipt of the first email, will contain a temporary password.
- Please add the Customer Support email address (STLS.IPPHELPDESK@stls.frb.org) to your address book so you do not disregard these emails or mistake them for spam.
- During registration, one initial administrative user account will be created for your company and this user will be responsible for setting up all other user accounts including other administrators.
- Registration is complete when the initial administrative user logs into the IPP web site with the User ID and password provided by Treasury and accepts the rules of behavior.

What type of is training provided?

Vendor training materials, including a first time login tutorial, user guides, a [quick reference guide](#), and [frequently asked questions](#) are available on Treasury's IPP [website](#). **Individuals within your company responsible for submitting invoices should review these materials before work begins on the contract.**

How do I receive assistance with IPP?

Treasury's IPP Customer Support team provides vendor assistance related to the IPP application, and is also available to assist IPP users and to answer any questions related to accessing IPP or completing the registration process. IPP application support is also available via phone at (866) 973-3131, Monday through Friday from 8:00 am to 6:00 pm ET, and via email at IPPCustomerSupport@fiscal.treasury.gov.

Specific questions regarding your contract or task order should be directed to the appropriate NRC Contracting Officer.

**BILLING INSTRUCTIONS FOR
TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (AUG 2017)**

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the System for Award Management (SAM) database and the Invoice Processing Platform (IPP) system and for any liability resulting from the Government's reliance on inaccurate or incomplete SAM and/or IPP data.

The contractor shall prepare invoices/vouchers for payment of deliverables identified in the contract, in the manner described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

Electronic Invoice/Voucher Submissions: Invoices/vouchers shall be submitted electronically to the U.S. Nuclear Regulatory Commission (NRC) through the Invoice Processing Platform (IPP) at www.ipp.gov.

Purchase of Capital Property: *(\$50,000 or more with life of one year or longer)*

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC [Management Directive \(MD\) 11.1](#), NRC Acquisition of Supplies and Services.

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

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

Supporting Documentation: Any supporting documentation required to substantiate the amount billed shall be included as an attachment to the invoice created in IPP. If the necessary supporting documentation is not included, the invoice will be rejected.

Task Order Contracts: The contractor must submit a separate invoice/voucher for each individual task order with detailed cost information included as Supporting Documentation. This includes all applicable cost elements and other items discussed in paragraphs (a) through (j) of the attached instructions.

Billing of Costs after Expiration of Contract: If costs are incurred during the contract period and claimed after the contract has expired, you must cite the period during which these costs were incurred. To be considered a proper expiration invoice/voucher, the contractor shall clearly mark it "EXPIRATION INVOICE" or "EXPIRATION VOUCHER".

Final invoices/vouchers shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

Currency: Invoices/Vouchers must be expressed in U.S. Dollars.

Supersession: These instructions supersede previous Billing Instructions for Time-and-Materials/Labor-Hour Type Contracts (JAN 2015).

Does my company need to register in IPP?

If your company is currently registered in IPP and doing business with other Federal Agencies in IPP, you will not be required to re-register.

If your company is not currently registered in IPP, please note the following:

- You will be receiving an invitation to register for IPP from IPP Customer Support, STLS.IPPHELPDESK@stls.frb.org.
- IPP Customer Support will send you two emails: the first email will contain the initial administrative IPP User ID and the second email, sent within 24 hours of receipt of the first email, will contain a temporary password.
- Please add the Customer Support email address (STLS.IPPHELPDESK@stls.frb.org) to your address book so you do not disregard these emails or mistake them for spam.
- During registration, one initial administrative user account will be created for your company and this user will be responsible for setting up all other user accounts including other administrators.
- Registration is complete when the initial administrative user logs into the IPP web site with the User ID and password provided by Treasury and accepts the rules of behavior.

What type of is training provided?

Vendor training materials, including a first time login tutorial, user guides, a [quick reference guide](#), and [frequently asked questions](#) are available on Treasury's IPP [website](#). **Individuals within your company responsible for submitting invoices should review these materials before work begins on the contract.**

How do I receive assistance with IPP?

Treasury's IPP Customer Support team provides vendor assistance related to the IPP application, and is also available to assist IPP users and to answer any questions related to accessing IPP or completing the registration process. IPP application support is also available via phone at (866) 973-3131, Monday through Friday from 8:00 am to 6:00 pm ET, and via email at IPPCustomerSupport@fiscal.treasury.gov.

Specific questions regarding your contract or task order should be directed to the appropriate NRC Contracting Officer.

INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL (SAMPLE FORMAT – INVOICE ATTACHMENT)

- Billing period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is requested.
- Labor Hours Expended. Provide a general summary description of the services performed and associated labor hours utilized during the invoice period. Specify the Contract Line Item Number (CLIN) or SubCLIN, as applicable, and information pertaining to the contract's labor categories/positions, and corresponding authorized hours.
- Property. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
- Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.

- f. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- 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).

1. Direct (Burdened) Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized, including a burden (or load) for indirect costs (i.e., fringe, overhead, General and Administrative, as applicable), and profit component, as follows:

<u>Labor</u> <u>Category</u>	<u>Hours</u> <u>Billed</u>	<u>Burdened</u> <u>Hourly Rate</u>	<u>Total</u>	<u>Cumulative</u> <u>Hours Billed</u>
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2. Contractor-acquired property (\$50,000 or more). List each item costing \$50,000 or more and having 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) an item description, (b) manufacturer, (c) model number, (d) serial number, (e) acquisition cost, (f) date of purchase, and (g) a copy of the purchasing document.
3. Contractor-acquired property (under \$50,000), Materials, and Supplies. These are equipment other than that described in (2) above, plus consumable materials and supplies. List by category. List items valued at \$1,000 or more separately. Provide the item number for each piece of equipment valued at \$1,000 or more.
4. Materials Handling Fee. Indirect costs allocated to direct materials in accordance the contractor's usual accounting procedures.
5. Consultant 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).
6. Travel. Total costs associated with each trip must be shown in the following format:

<u>Start Date</u>	<u>Destination</u>	<u>Costs</u>
From To	From To	\$

(Must include separate detailed costs for airfare, per diem, and other transportation expenses. All costs must be adequately supported by copies of receipts or other documentation.)

7. Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.
- h. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.
- i. Adjustments. Insert columns for any adjustments, including outstanding suspensions for unsupported or unauthorized hours or costs, for the current and cumulative periods.
- j. Grand Totals.

3. Sample Invoice/Voucher Information (to be included as an attachment)

Sample Invoice/Voucher Information (Supporting Documentation must be attached)

This invoice/voucher represents reimbursable costs for the billing period from ____ through ____.

		<u>Amount Billed</u>		(a)
		<u>Current Period</u>	<u>Cumulative</u>	
<u>Direct Costs</u>				
(1)	Direct burdened labor	\$ _____	\$ _____	
(2)	Government property (\$50,000 or more)	\$ _____	\$ _____	
(3)	Government property, Materials, and Supplies (under \$50,000 per item)	\$ _____	\$ _____	
(4)	Materials Handling Fee	\$ _____	\$ _____	
(5)	Consultants Fee	\$ _____	\$ _____	
(6)	Travel	\$ _____	\$ _____	
(7)	Subcontracts	\$ _____	\$ _____	
Total Direct Costs:		\$ _____	\$ _____	
(b)	Total Amount Billed	\$ _____	\$ _____	
(c)	Adjustments (+/-)	\$ _____	\$ _____	
(d)	Grand Total	\$ _____	\$ _____	

(The invoice/voucher format provided above must include information similar to that included below in the following to ensure accuracy and completeness.)

SAMPLE SUPPORTING INFORMATION

The budget information provided below is for format purposes only and is illustrative.

Cost Elements:

1) Direct Burdened Labor - \$4,800

<u>Labor Category</u>	<u>Hours Billed</u>	<u>Burdened Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
Senior Engineer I	100	\$28.00	\$2,800	975
Engineer	50	\$20.00	\$1,000	465
Computer Analyst	100	\$10.00	\$1,000	320
			\$4,800	1,760 hrs.

Burdened labor rates must come directly from the contract.

2) Government-furnished and contractor-acquired property (\$50,000 or more) - \$60,000

Prototype Spectrometer - item number 1000-01 = \$60,000

3) Government-furnished and contractor-acquired property (under \$50,000), Materials, and Supplies - \$2,000

10 Radon tubes @ \$110.00 = \$1,100
6 Pairs Electrostatic gloves @ \$150.00 = \$ 900
\$2,000

4) Materials Handling Fee - \$40

(2% of \$2,000 in item #3)

5) Consultants' Fee - \$100

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

6) Travel - \$2,640

(i) Airfare: (2 Roundtrip trips for 1 person @ \$300 per r/t ticket)

<u>Start Date</u>	<u>End Date</u>	<u>Days</u>	<u>From</u>	<u>To</u>	<u>Cost</u>
4/1/2011	4/7/2011	7	Philadelphia, PA	Wash, D.C.	\$300
7/1/2011	7/8/2011	8	Philadelphia, PA	Wash, D.C.	\$300

(ii) Per Diem: \$136/day x 15 days = \$2,040

7) Subcontracting - \$30,000

Company A = \$10,000
Company B = \$20,000
\$30,000

(EX: Subcontracts for Companies A & B were consented to by the Contracting Officer by letter dated 6/15/2011.)

Total Amount Billed	\$99,580
Adjustments (+/-)	- 0
Grand Total	\$99,580

4. Definitions

Material handling costs. When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures