

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
				1		17	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
M0014		06/01/2018		ADM-18-0007			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
US NRC - HQ		NRCHQ					
ACQUISITION MANAGEMENT DIVISION							
MAIL STOP TWFN-5E03							
WASHINGTON DC 20555-0001							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x) 9A. AMENDMENT OF SOLICITATION NO.			
ALERE TOXICOLOGY SERVICES INC							
1111 NEWTON ST				9B. DATED (SEE ITEM 11)			
GRETNALA 700536339							
				x 10A. MODIFICATION OF CONTRACT/ORDER NO.			
				NRC-HQ-13-C-10-0029			
				10B. DATED (SEE ITEM 13)			
CODE 039430749		FACILITY CODE		02/28/2013			
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) Net Increase: XXXXXXXXXX							
2018-X0200-FEEBASED-40-40D004-1125-51-F-170-253A-51-F-170-1125							
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.						
X	52.212-4 (c) Changes						
	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:						
	D. OTHER (Specify type of modification and authority)						
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 objective of this modification is to revise the BPA call's Period of Performance to obtain one (1) additional year full service to provide supplies and urine specimen forensic testing and storage in accordance with the Health and Human Services Mandatory Guidelines. This modification hereby (1) adds option period 5 from June 1, 2018 to May 31, 2019, (2) increases the ceiling by \$ XXXXXXXXXX (3) adds funding in the amount of \$ XXXXXXXXXX , and (4) exercises option period 5. Please see continuation pages for revised award document incorporated with changes. Period of Performance: 03/01/2013 to 05/31/2019							
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)			
				JESSICA CHU			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		15C. DATE SIGNED		16C. DATE SIGNED	
<div style="border: 1px solid black; height: 30px; width: 100%;"></div>						05/30/2018	
(Signature of person authorized to sign)							

A.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION (AUG 2011)

(a) The title of this project is: Urine Specimen Testing & Storage

(b) Summary work description:

The U.S. Nuclear Regulatory Commission (NRC) has a requirement for a Contractor to provide forensic analysis of urine specimens by a Department of Health and Human Services (HHS) certified laboratory in support of its Drug-Free Workplace Program mandated by Executive Order 12564.

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

(a) The estimated total quantity of this contract for the services under this contract is [REDACTED], which is a firm fixed price amount.

(b) This contract is subject to the estimated minimum ordering requirements set forth in the contract.

(c) The amount presently obligated with respect to this contract is \$ [REDACTED]. The obligated amount shall, at no time, exceed the order ceiling as specified in paragraph (a) above. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk and may not be reimbursed by the Government.

A.3 Price Schedule

Delivery Order NRC-HQ-13-T-10-0001

BASE Year (March 1, 2013 – November 30, 2013)

Estimated quantities for the following CLINS are as follows:

CLIN	Supplies/services	Est. Max Qty	Unit Price	Total Price
0101	Collection kits & forms	2500		
0101A	Forms only	1000		
0101B	Kits only	1000		
0102	Initial Screening-HHS-5Panel	2500		
0103	Confirmation Tests	25		
0104	Adm costs-rejected spec	5		
0105	Validity tests	2500		
0106	Screening for other drugs	5		
0107	Confirmation for other drugs	5		
0108	Monthly reports (invoices)	12		
0109	Aliquots	4		
011AA	Adm/Judicial proceeding	3 hrs		
0110AB	Prep & Repr documents	4 pkgs		
0111	Transportation			
TOTAL BASE YEAR				

OPTION YEAR 1 (December 1, 2013- November 30, 2014)

Estimated quantities for the following CLINS are as follows:

CLIN	Supplies/services	Est. Max Qty	Unit Price	Total Price
0201	Collection kits & forms	3,000		
0201A	Forms only	1,500		
0201B	Kits only	1,500		
0202	Initial Screening-HHS-5Panel	3,000		
0203	Confirmation Tests	25		
0204	Adm costs-rejected spec	5		
0205	Validity tests	3,000		
0206	Screening for other drugs	5		
0207	Confirmation for other drugs	5		
0208	Monthly reports (invoices)	12		
0209	Aliquots	4		
021AA	Adm/Judicial proceeding	3 hrs		
0210AB	Prep & Repr documents	4 pkgs		
0211	Transportation			
TOTAL OPTION YEAR 1				

OPTION YEAR 2 (December 1, 2014- November 30, 2015)

Estimated quantities for the following CLINS are as follows:

CLIN	Supplies/services	Est. Max Qty	Unit Price	Total Price
0301	Collection kits & forms	3,100		
0301A	Forms only	1,500		
0301B	Kits only	1,500		
0302	Initial Screening-HHS-5Panel	3,100		
0303	Confirmation Tests	25		
0304	Adm costs-rejected spec	5		
03055	Validity tests	3,100		
0306	Screening for other drugs	5		
0307	Confirmation for other drugs	5		
0308	Monthly reports (invoices)	12		
0309	Aliquots	4		
031AA	Adm/Judicial proceeding	3 hrs		
0310AB	Prep & Repr documents	4 pkgs		
0311	Transportation			
TOTAL OPTION YEAR 2				

OPTION YEAR 3 (December 1, 2015- November 30, 2016)

Estimated quantities for the following CLINS are as follows:

CLIN	Supplies/services	Est. Max Qty	Unit Price	Total Price
0401	Collection kits & forms	3,150		\$
0401A	Forms only	2,000		\$
0401B	Kits only	2,000		\$
0402	Initial Screening-HHS-5Panel	3,150		\$
0403	Confirmation Tests	25		\$
0404	Adm costs-rejected spec	5		\$
04055	Validity tests	3,150		\$
0406	Screening for other drugs	8		\$
0407	Confirmation for other drugs	8		\$
0408	Monthly reports (invoices)	12		\$
0409	Aliquots	4		\$
041AA	Adm/Judicial proceeding	3 hrs		\$
0410AB	Prep & Repr documents	4 pkgs		\$
0411	Transportation			\$
TOTAL OPTION YEAR 3				\$

OPTION YEAR 4 (December 1, 2016- November 30, 2017)

Estimated quantities for the following CLINS are as follows:

CLIN	Supplies/services	Est. Max Qty	Unit Price	Total Price
0501	Collection kits & forms	3,200		
051A	Forms only	2,100		
051B	Kits only	2,100		
0502	Initial Screening-HHS-5Panel	3,200		
0503	Confirmation Tests	25		
0504	Adm costs-rejected spec	5		
05055	Validity tests	3,200		
0506	Screening for other drugs	8		
0507	Confirmation for other drugs	8		
0508	Monthly reports (invoices)	12		
0509	Aliquots	4		
051AA	Adm/Judicial proceeding	3 hrs		
0510AB	Prep & Repr documents	4 pkgs		
0511	Transportation			
TOTAL OPTION YEAR 4				

FAR 52.217-8 Option Period (November 31, 2017 – May 31, 2018)

OPTION YEAR 5 (June 1, 2018 – May 31, 2019)

Estimated quantities for the following CLINS are as follows

CLIN	Supplies/services	Est. Max Qty	Unit Price	Total Price
0601	Collection kits & forms	3000		
061A	Forms only	1000		
061B	Kits only	1000		
0602	Initial Screening-HHS-5Panel	3000		
0603	Confirmation Tests	25		
0604	Adm costs-rejected spec	5		
06055	Validity tests	3,000		
0606	Screening for other drugs	5		
0607	Confirmation for other drugs	5		
0608	Monthly reports (invoices)	1 LOT		
0609	Aliquots	4		
061AA	Adm/Judicial proceeding	3 hrs		
0610AB	Prep & Repr documents	4 pkgs		
0611	Transportation	1 LOT		
TOTAL OPTION YEAR 5				

GRAND TOTAL:

\$30

A.4 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011)

This order shall commence on 03-01-2013 and will expire on 05/31/2019.

The period of performance is a base period of nine months with five one year options and 6 month option. The option years are dependent on the terms and conditions of DOT's contract and will only be exercised after DOT issues a modification to the basic contract to exercise the option in accordance with 52.217-9. A schedule of laboratory services required is attached.

A.5 PACKAGING AND MARKING (AUG 2011)

(a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(c) Additional packaging and/or marking requirements are as follows: NA

A.6 BRANDING (AUG 2012)

The Contractor is required to include the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Administration, under Contract/order number DTOS5913D00500/ NRC-HQ-13-C-10-0029

A.7 ELECTRONIC PAYMENT (DEC 2017)

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds Transfer-System for Award Management."

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted through the Invoice Processing Platform (IPP) (<https://www.ipp.gov/>). Back up documentation shall be included as required.

A.8 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Form 1-551 (Green Card), or must present other evidence from the U.S. Department of

Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, <http://www.uscis.gov/portal/site/uscis>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

A.9 CONTRACTOR RESPONSIBILITY FOR PROTECTING PERSONALLY IDENTIFIABLE INFORMATION (PII) (AUG2011)

In accordance with the Office of Management and Budget's guidance to Federal agencies and the Nuclear Regulatory Commission's (NRC) implementing policy and procedures, a contractor (including subcontractors and contractor employees), who performs work on behalf of the NRC, is responsible for protecting, from unauthorized access or disclosure, personally identifiable information (PII) that may be provided, developed, maintained, collected, used, or disseminated, whether in paper, electronic, or other format, during performance of this contract.

A contractor who has access to NRC owned or controlled PII, whether provided to the contractor by the NRC or developed, maintained, collected, used, or disseminated by the contractor during the course of contract performance, must comply with the following requirements:

(1) General. In addition to implementing the specific requirements set forth in this clause, the contractor must adhere to all other applicable NRC guidance, policy and requirements for the handling and protection of NRC owned or controlled PII. The contractor is responsible for making sure that it has an adequate understanding of such guidance, policy and requirements.

(2) Use, Ownership, and Nondisclosure. A contractor may use NRC owned or controlled PII solely for purposes of this contract, and may not collect or use such PII for any purpose outside the contract without the prior written approval of the NRC Contracting Officer. The contractor must restrict access to such information to only those contractor employees who need the information to perform work under this contract, and must ensure that each such contractor employee (including subcontractors' employees) signs a nondisclosure agreement, in a form suitable to the NRC Contracting Officer, prior to being granted access to the information. The NRC retains sole ownership and rights to its PII. Unless the contract states otherwise, upon completion of the contract, the contractor must turn over all PII in its possession to the NRC, and must certify in writing that it has not retained any NRC owned or controlled PII except as otherwise authorized in writing by the NRC Contracting Officer.

(3) Security Plan. When applicable, and unless waived in writing by the NRC Contracting Officer, the contractor must work with the NRC to develop and implement a security plan setting forth adequate procedures for the protection of NRC owned or controlled PII as well as the procedures which the contractor must follow for notifying the NRC in the

event of any security breach. The plan will be incorporated into the contract and must be implemented and followed by the contractor once it has been approved by the NRC Contracting Officer. If the contract does not include a security plan at the time of contract award, a plan must be submitted for the approval of the NRC Contracting Officer within 30 days after contract award.

(4) Breach Notification. The contractor must immediately notify the NRC Contracting Officer and the NRC Contracting Officer's Representative (COR) upon discovery of any suspected or confirmed breach in the security of NRC owned or controlled PII.

(5) Legal Demands for Information. If a legal demand is made for NRC owned or controlled PII (such as by subpoena), the contractor must immediately notify the NRC Contracting Officer and the NRC Contracting Officer's Representative (COR). After notification, the NRC will determine whether and to what extent to comply with the legal demand. The Contracting Officer will then notify the contractor in writing of the determination and such notice will indicate the extent of disclosure authorized, if any. The contractor may only release the information specifically demanded with the written permission of the NRC Contracting Officer.

(6) Audits. The NRC may audit the contractor's compliance with the requirements of this clause, including through the use of online compliance software.

(7) Flow-down. The prime contractor will flow this clause down to subcontractors that would be covered by any portion of this clause, as if they were the prime contractor.

(8) Remedies:

(a) The contractor is responsible for implementing and maintaining adequate security controls to prevent the loss of control or unauthorized disclosure of NRC owned or controlled PII in its possession. Furthermore, the contractor is responsible for reporting any known or suspected loss of control or unauthorized access to PII to the NRC in accordance with the provisions set forth in Article 4 above.

(b) Should the contractor fail to meet its responsibilities under this clause, the NRC reserves the right to take appropriate steps to mitigate the contractor's violation of this clause. This may include, at the sole discretion of the NRC, termination of the subject contract.

(9) Indemnification. Notwithstanding any other remedies available to the NRC, the contractor will indemnify the NRC against all liability (including costs and fees) for any damages arising out of violations of this clause.

A.10 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of

this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24 entitled: "Your Rights Under the Energy Reorganization Act".

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

A.11 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS (AUG 2011)

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR Subpart 42.15, "Contractor Performance Information," normally at or near the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Contracting Officer's Representative's (COR) annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document and submit comments, rebutting statements, or additional information. Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "Source Selection Information", to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502 and 42.1503. During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

A.12 GREEN PURCHASING (JUN 2011)

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy- efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements. <http://www.fedcenter.gov/programs/eo13514/>

(b) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

A.13 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

A.14 RESERVED**A.15 RESERVED****A.16 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.

A.17 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 7 years and 3 months.

A.18 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond November 30, 2013. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond November 30, 2013, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

A.19 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

A.20 CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY

(a) The contracting officer's authorized representative (COR) for this contract is:

Name: Nancy-Turner Boyd

Address: U.S Nuclear Regulatory Commission
11555 Rockville Pike, Rockville MD 20852

Email: NancyTurner.Boyd@nrc.gov

(b) The COR shall:

- (1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.
- (2) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (3) Inspect and accept products/services provided under the contract.
- (4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or

suspension.

(c) The COR may not make changes to the express terms and conditions of this contract.

(End of Clause)

**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)**

- a. 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.
- b. 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.
- c. 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.
- d. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- e. 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 Category</u>	<u>Hours Billed</u>	<u>Burdened Hourly Rate</u>	<u>Total</u>	<u>Cumulative 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>	
		<u>Current Period</u>	<u>Cumulative</u>
(a)	<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
	<u>\$2,000</u>

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	= <u>\$20,000</u>
	\$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 (+/-)	<u>- 0</u>
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.