

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1 12

IMPORTANT: Mark all packages and papers with contract and/or order numbers.


| | | | | | |
|--|--|---|--------------------------|--|----------------------|
| 1. DATE OF ORDER 07/10/2015 | | 2. CONTRACT NO. (If any) NRC-HQ-25-14-E-0006 | | 6. SHIP TO: | |
| 3. ORDER NO. NRC-HQ-20-15-T-0003 | | 4. REQUISITION/REFERENCE NO. NRR-15-0167 | | a. NAME OF CONSIGNEE ATTN DAVIDA CUNANAN | |
| 5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001 | | | | b. STREET ADDRESS 11555 ROCKVILLE PIKE MS 10 A 3 | |
| | | | | c. CITY ROCKVILLE | e. ZIP CODE 20852 |
| 7. TO: | | | | f. SHIP VIA | |
| a. NAME OF CONTRACTOR INFORMATION SYSTEMS LABORATORIES INC | | | | 8. TYPE OF ORDER | |
| b. COMPANY NAME | | | | <input type="checkbox"/> a. PURCHASE REFERENCE YOUR: | |
| c. STREET ADDRESS 10070 BARNES CANYON RD | | | | <input checked="" type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract. | |
| d. CITY SAN DIEGO | | e. STATE CA | f. ZIP CODE 921212722 | Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated. | |
| 9. ACCOUNTING AND APPROPRIATION DATA See Schedule | | | | 10. REQUISITIONING OFFICE OFF OF NUCLEAR REACTOR REGULATION | |

| | | | | | |
|---|--|---|---|--|--|
| 11. BUSINESS CLASSIFICATION (Check appropriate box(es)) | | | | 12. F.O.B. POINT | |
| <input type="checkbox"/> a. SMALL | <input type="checkbox"/> b. OTHER THAN SMALL | <input type="checkbox"/> c. DISADVANTAGED | <input type="checkbox"/> d. WOMEN-OWNED | <input type="checkbox"/> e. HUBZone | |
| <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED | <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM | | <input type="checkbox"/> h. EDWOSB | | |
| 13. PLACE OF | | 14. GOVERNMENT B/L NO. | | 15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) | |
| a. INSPECTION Destination | b. ACCEPTANCE Destination | | | | |

17. SCHEDULE (See reverse for Rejections)

| ITEM NO. (a) | SUPPLIES OR SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|-----------------|--|----------------------------|-------------|----------------------|---------------|-----------------------------|
| | Task Order 4, Entitled "Technical Assistance in Support of Brunswick Steam Electric Plant, Unit Nos. 1 and 2; Docket Nos. 50-325 & 50-326 License Amendment Request: Pressurizer Safety Valve Technical Specification Revision (MF5851)" under Continued ... | | | | | |

| | | | | | | |
|---|--|---------------------------|--|-----------------|---------------------------|------------------------------------|
| 18. SHIPPING POINT | | 19. GROSS SHIPPING WEIGHT | | 20. INVOICE NO. | | 17(h) TOTAL (Cont. pages) |
| 21. MAIL INVOICE TO: | | | | | | |
| a. NAME US NUCLEAR REGULATORY COMMISSION | | | | | | \$0.00 |
| b. STREET ADDRESS (or P.O. Box) ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE MAILSTOP 03-E17A | | | | | | \$69,985.00 |
| c. CITY ROCKVILLE | | | | | | |
| | | | | d. STATE MD | e. ZIP CODE 20852-2738 | 17(i) GRAND TOTAL |

| | | | |
|---|--|--|--|
| 22. UNITED STATES OF AMERICA BY (Signature)  | | 23. NAME (Typed) KARLA F. FITZ TITLE: CONTRACTING/ORDERING OFFICER | |
|---|--|--|--|

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Prescribed by GSA/FAR 48 CFR 53.213(f)

SUNSI REVIEW COMPLETE

TEMPLATE - Anmmn

JUL 29 2015

ADM002

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

NRC-HQ-25-14-E-0006

ORDER NO.

NRC-HQ-20-15-T-0003

| ITEM NO. (a) | SUPPLIES/SERVICES (b) | QUANTITY ORDERED (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | QUANTITY ACCEPTED (g) |
|-----------------|---|----------------------------|-------------|----------------------|---------------|-----------------------------|
| | <p>Enterprise Wide Contract No. NRC-HQ-25-14-E-0006.</p> <p>This task order is fully funded at \$69,985.00.</p> <p>Period of Performance: July 13, 2015 - July 12, 2016</p> <p>Task Order Ceiling: \$69,985.00</p> <p>Total Obligated Amount: \$69,985.00</p> <p>Contracting Officer's Representative (COR): Davida Cunanan Email: Davida.Cunanan@nrc.gov Phone: 301-415-3573</p> <p>Contractor Business POC: Margaret Latchman-Geller, Director of Contracts Email: MGeller@ISLInc.com Phone: 858-373-2717</p> <p>Contractor Technical POC: William Arcieri, Division Manager Email: BillA@ISLInc.com Phone: 301-255-2275</p> <p><i>William Arcieri</i> William Arcieri 2015.07.10 09:48:52 -04'00' 7/10/15</p> <p>ISL Authorized _____ Date Official Accounting Info: 2015-X0200-FEEBASED-20-20D008-11-4-149-1061- 251A</p> | | | | | |

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

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TASK ORDER 04 – Unrestricted EWC IDIQ for ISL

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PRICE/COST SCHEDULE

| CLIN | DESCRIPTION OF SUPPLIES/SERVICES | ESTIMATED COST | FIXED FEE | TOTAL COST PLUS FIXED FEE |
|------|--|-------------------|-----------|------------------------------|
| 0001 | Contractor to provide Technical Assistance in accordance with section C: DESCRIPTION/ SPECIFICATIONS/ STATEMENT OF WORK | | | |
| | Total | | | \$69,985.00 |

NRCB044 CONSIDERATION AND OBLIGATION—INDEFINITE-QUANTITY CONTRACT

(a) The estimated total quantity of this contract for the products/services under this contract is **\$69,985.00** of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents fixed-fee.

(b) The Contracting Officer will obligate funds on each task order issued.

(c) The amount currently obligated by the Government with respect to this contract is **\$69,985.00** of which the sum of [REDACTED] represents the estimated reimbursable costs, and of which [REDACTED] represents the fixed-fee.

(d) This is an incrementally-funded contract and FAR 52.232-22 – “Limitation of Funds” applies.

(e) 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)

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

NRC Requisition Office: Office of Nuclear Reactor Regulation

Fee Recoverable: Yes

TAC Numbers: MF5778

1. PROJECT DESCRIPTION

This project is titled, "Technical Assistance in Support of Brunswick Steam Electric Plant, Unit Nos. 1 and 2; Docket Nos. 50-325 & 50-326 License Amendment Request: Pressurizer Safety Valve Technical Specification Revision (MF5851)." The objective of this task order is to obtain technical expertise to assist the U.S. Nuclear Regulatory Commission (NRC) staff in determining the technical adequacy of the License Amendment Request (LAR) submitted by Duke Energy (the Applicant) to revise Technical Specification (TS) 5.6.5.b. TS 5.6.5.b identifies the analytical methods that should be used to determine core operating limits.

The Statement of Work (SOW) for this Task Order falls within the Unrestricted part of NRC IDIQ Enterprise-Wide Contract entitled Technical Assistance in Support of Agency Environmental and Reactor Programs, paragraph 3.2, Licensing Support.

2. BACKGROUND

Pursuant to 10 CFR 50.90, Duke Energy (the Applicant) requested an amendment to the Renewed Operating License Nos. DPR-71 and DPR-62 for Brunswick Steam Electric Plant, Unit Nos. 1 and 2, respectively that revises TS 5.6.5.b by replacing AREVA Topical Report ANP-1 0298PA, ACE/ATRIUM 10XM Critical Power Correlation, Revision 0, March 2010, with AREVA Topical Report ANP-10298P-A, ACE/ATRIUM 10XM Critical Power Correlation, Revision 1, March 2014, in the list of analytical methods that have been revised and approved by the NRC for determining core operating limits. Adoption of the topical report also results in the elimination of a license condition associated with ANP-1 0298PA Revision

0. In support of the License Amendment Request, analyses were performed by the Applicant to demonstrate Reactor Coolant Pressure Boundary integrity with a previously approved NRC methodology.

3. SCOPE OF WORK

The contractor must provide all resources necessary to accomplish the tasks and deliverables described in this statement of work (SOW).

The contractor must perform a review, confirmatory analysis as necessary, determined by the COR, and evaluation of the technical and regulatory basis for the LAR. As an output of this task order, the contractor must provide to the NRC the Technical Evaluation Report (TER) that will be used as input for the NRC staff's Safety Evaluation Report (SER), that documents the NRC's technical, legal, and safety basis for approving the LAR.

4. SPECIFIC TASKS

The contractor shall perform the following tasks:

Task 1 Kickoff Meeting

1. a Preparation for Kickoff Meeting

The contractor shall become familiar with the LAR submittal by the Applicant.

1. b Attend Kickoff Meeting

The contractor shall attend a one-time kick-off meeting with the COR (either in person or via conference call) to discuss the SOW, task order management, and performance requirements of the task order. The kick-off meeting shall be scheduled by the COR and held within ten (10) working days after contractor receipt of LAR materials.

Task 2 Review LAR Submission

2. a Evaluate the LAR Submittal

Using the criteria and guidelines found in Standard Review Plan (SRP), the contractor shall review the LAR submitted by the Applicant to determine the technical accuracy and regulatory compliance of the license amendment request.

2. b Prepare Draft Technical Evaluation Report (TER)

The contractor shall prepare a draft TER that incorporates the results of the contractor's LAR review and evaluation. The draft TER must be organized to parallel the applicable sections in NRC's SRP (NUREG-800), as applicable. The draft TER may include other relevant information that is not included in the SRP. Only input to SER sections requiring revision must be included in the draft TER. The draft TER must contain draft text, tables, and illustrations, as appropriate, suitable for inclusion in NRC's SER. The draft TER must provide sufficient information to adequately support the NRC staff's rationale for why there is reasonable assurance that public health and safety is protected. The draft TER must be written so that a person with either non-nuclear technical background or non-technical background can understand the basis for conclusions cited.

2.c Prepare Final Draft TER

The contractor shall prepare final draft TER that incorporates comments provided by the task order Contracting Officer's Representative (COR).

As directed by the COR, the contractor shall participate in conference calls with the Applicant to discuss the LAR materials.

2.d Prepare Draft Requests for Additional Information (RAIs)

The contractor shall identify unresolved issues and any additional or clarifying information needed in the LAR submission. The contractor shall prepare draft Requests for Additional Information (RAIs) for use by NRC in requesting more information from the Applicant to clarify issues raised during review of the LAR. The contractor shall also prepare final RAIs that incorporate comments provided by the COR.

As directed by the COR, the contractor shall participate in conference calls with the Applicant to discuss additional information to be provided or clarified with the LAR.

2. e Review RAI Responses and Update TER

The contractor shall review the Applicant's responses to the RAIs to determine whether they adequately resolve the outstanding issues.

2. f Perform Confirmatory Analysis and Provide Updated TER

The contractor shall perform confirmatory analysis as required.

The contractor shall update the draft TER prepared under Task 2.b to incorporate the applicant's RAI responses and revise related portions of the draft text, tables, and illustrations in the TER, and prepare a final updated TER that incorporates comments provided by the COR.

As directed by the COR, the contractor shall participate in conference calls with the Applicant to discuss the responses of the RAIs.

2.g Provide Final Updated TER

Prepare final TER that incorporates any comments provided by the COR.

5. APPLICABLE DOCUMENTS AND STANDARDS

NUREG-0800 SRP, Title 10, Code of Federal regulation (CFR).

6. DELIVERABLES AND DELIVERY SCHEDULE/REPORTING REQUIREMENTS

The schedule for project deliverables is shown in the following table.

| Deliverable No. | Deliverable and Acceptance Criteria | Deliverable Due Date |
|------------------------|--|---------------------------------------|
| 1 | For Task 2.b, Draft TER Acceptance Criteria: COR confirms that Draft TER has the required content and follows the required format | NLT 4 weeks after award of task order |

| | | |
|---|---|--|
| 2 | For Task 2.c, Final Draft TER Acceptance Criteria: COR confirms that all COR comments are addressed in the TER. | NLT 1 week after receipt of COR comments for the Draft TER |
| 3 | For Task 2.d, Draft RAIs Acceptance Criteria: COR confirms that Draft RAIs are technically sound, adequately address identified issues, and include a regulatory basis for each request. | NLT 4 weeks after award of task order |
| 4 | For Task 2.e, Final RAIs Acceptance Criteria: COR confirms that all COR comments are reflected in the RAIs. | NLT 1 week after receipt of COR comments on |
| 5 | For Task 2.f, Draft Updated TER Acceptance Criteria: COR confirms that Draft Updated TER contains required content and incorporates all responses to | NLT 2 weeks after receipt of Licensee's RAI |
| 6 | For 2.g Final Updated TER Acceptance Criteria: All COR comments are addressed in the updated TER | NLT 1 week after receipt of COR comments on |
| 7 | Per Section F.3 of the base contract, Monthly Letter Status Report (MLSR) and Electronic Spending Plan (ESP) Acceptance Criteria: MLSR and ESP are complete and | NLT 20th day of the month covering the prior month's |

The above deliverables shall be submitted electronically to the task order COR. The MLSR and ESP must also be submitted to the task order Contracting Officer (CO) as well as to the Office of Administration/Acquisition Management Division to ContractsPOT.Resource@nrc.gov

Monthly Letter Status Report

The contractor shall provide an electronic version of the Monthly Letter Status Report (MLSR) to the CO, NRC COR, NRR Funds Certifying Official and Office of the Chief Financial Officer (OCFO) by the 20th of each month. The report shall provide the technical and financial status of the effort.

The technical status section of the MLSR shall contain a summary of the work performed during the reporting period, and milestones reached, or if missed, an explanation why; any problems or delays encountered or anticipated with recommendations for resolution; and plans for the next reporting period. The status shall include information on travel during the period to include trip start and end dates, destination, and traveler for each trip.

The financial status section of the MLSR shall include the following information: the total task order ceiling amount; funds obligated to-date; total costs incurred in the reporting period, broken down by direct and other direct costs; and total cumulative costs incurred-to date. The MLSR shall also contain the balance of obligated funding remaining at the end of the reporting period, and the balance of funds required to complete the contract. Additionally, if applicable,

the MLSR shall address the status of the Contractor Spending Plan (CSP), showing the percentage of project completion and any significant changes in either projected expenditures or percentage of completion. The MLSR should also identify the acquisition cost, description (model number, manufacturer) and acquisition date of any property/equipment acquired for the project during the month with an acquisition cost more than \$500.

In the event that the data in the MLSR indicates a need for additional funding beyond that already obligated to the task order for that reporting period, this information may only be used as support to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232 20) or the Limitation of Funds (LOF) Clause FAR 52.232 22.

7. REQUIRED LABOR CATEGORIES/ ESTIMATED LEVEL OF EFFORT

The estimated effort for the review of the Brunswick LAR is estimated to be 395 hours, apportioned among the tasks as shown below.

| Labor Category | Minimum Qualification Requirement | Estimated Labor Hours |
|---------------------------|---|-----------------------|
| Senior Technical Reviewer | (1) At least 10 years' experience and extensive knowledge in one or more of the following areas: nuclear power plant systems, Accident Analysis, thermal hydraulics, Neutronics and Westinghouse Standard Technical Specifications (STS). AND (2) Additionally a Master's Degree in Mechanical or Nuclear Engineering is required | 240 |
| Technical Reviewer(s) | At least 5 years experience of one or more of the following areas: nuclear power plant systems, Accident Analysis, thermal hydraulics, Neutronics and Westinghouse Standard Technical Specifications (STS). | 100 |
| Project Manager | At least 5 years experience in managing similar projects | 40 |
| Administrative Support | | 15 |

The estimated effort shown above includes the estimated effort needed to support the meetings and travel specified in this SOW.

8. GOVERNMENT-FURNISHED PROPERTY

N/A

9. PERIOD OF PERFORMANCE

The period of performance for this task order is as stated below, in SECTION F - Deliveries or Performance NRCF030A PERIOD OF PERFORMANCE ALTERNATE I.

10. PLACE OF PERFORMANCE

Work will be performed at the contractor's site.

11. SPECIAL CONSIDERATIONS

11.1 TRAVEL/MEETINGS

The COR may request the Contractor to complete the following travel under this task order:

One, 2 Persons, 3 Day Trip to Licensee Facility or NRC Headquarters as determined by the COR.

All travel requires prior written approval from the COR.

11.2 SECURITY

Work on this task order will involve the handling of documents that contain proprietary information. Documents containing proprietary information must be safeguarded against unauthorized disclosure. After completion of work, the contractor shall either destroy the documents, or return them to the NRC COR. If the contractor elects to destroy the documents, the contractor shall confirm this in an e-mail to the COR with a copy to the CO and include the date and manner in which the documents were destroyed.

11.3 LICENSE FEE RECOVERY

All work under this task order is license fee recoverable.

SECTION F - Deliveries or Performance

NRCF030A PERIOD OF PERFORMANCE ALTERNATE I

This order shall commence on date of award and will expire on July 12, 2016. (See FAR 52.216-18 - Ordering).

(End of Clause)

SECTION H - Special Contract Requirements

2052.215-70 KEY PERSONNEL. (JAN 1993)

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

| | |
|----------------------|---------------------|
| Senior Tech Reviewer | Dr. Mahmoud Massoud |
|----------------------|---------------------|

*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.

(End of Clause)

2052.215-71 PROJECT OFFICER AUTHORITY. (OCT 1999)

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

Name: Davida Cunanan
Address: US NRC
NRR/DSS/SRXB/SFT
OWFN/ 10 A3
Washington DC 20555
Telephone Number: 301-415-3537
Email: Davida.Cunanan@nrc.gov

The alternate contracting officer's representative is:

Name: Shaun Anderson
Address: US NRC
NRR/DSS
OWFN 11C12
Washington DC 20555
Telephone Number: 301-415-2039
Email: Shaun.Anderson@nrc.gov

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term technical direction is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approve technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request that contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect to the instruction or direction is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

- (1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.
- (2) Assist the contractor in the resolution of technical problems encountered during performance.
- (3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(End of Clause)

SECTION J - List of Documents, Exhibits and Other Attachments

Attachments:

1. Monthly Letter Status Report Template