

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 39
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2. CONTRACT (Proc. Inst. Ident.) NO. NRC-R1-91-17-C-0002	3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. R1-17-0045
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5. ISSUED BY CODE NRCHQ US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP 3WFN-05-C64MP WASHINGTON DC 20555-0001	6. ADMINISTERED BY (If other than Item 5) CODE RG1 US NRC REGION I 2100 RENAISSANCE BOULEVARD RENAISSANCE PARK KING OF PRUSSIA PA 19406
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) SABRE88 LLC 211 WARREN STREET - SUITE 206 NEWARK NJ 071033568	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT 30
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM

11. SHIP TO/MARK FOR CODE 826942448 FACILITY CODE US NRC REGION I 2100 RENAISSANCE BOULEVARD RENAISSANCE PARK KING OF PRUSSIA PA 19406	12. PAYMENT WILL BE MADE BY CODE NRCPAYMENTS US NUCLEAR REGULATORY COMMISSION TWO WHITE FLINT NORTH 11545 ROCKVILLE PIKE MAILSTOP T9-B07 NRCPAYMENTSNRCGOV ROCKVILLE MD 20852-2738
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 3304 (a) (0)	14. ACCOUNTING AND APPROPRIATION DATA See Schedule
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT **\$835,861.84**

16. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER MONIQUE B. WILLIAMS
19B. NAME OF CONTRACTOR	20B. UNITED STATES OF AMERICA
BY _____ (Signature of person authorized to sign)	BY <u>Monique B. Williams</u> (Signature of the Contracting Officer)
19C. DATE SIGNED	20C. DATE SIGNED 09/29/2017

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NRC-R1-91-17-C-0002

PAGE OF
2 39

NAME OF OFFEROR OR CONTRACTOR

SABRE88 LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	The U.S. Nuclear Regulatory Commission hereby awards this contract entitled "ADAMS Scanning/Profiling, Data Entry and Auto Attendant Support Services" Delivery: 10/31/2016 Accounting Info: 2017-X0200-FEEBASED-91-91D099-1096-11-M-112-252A-11-M-112-1096 Period of Performance: 10/02/2017 to 10/01/2018 Information Technology Support Specialist. Base Year, October 2, 2017 to October 1, 2018; Quantity = 2 FTEs; Hourly Rate = \$47.48; Unit Price = \$8,229.87; Monthly Firm Fixed Price = \$16,459.73. Line Item Ceiling: \$197,516.80 Incrementally Funded Amount: \$48,400.00				197,516.80
10001	Information Technology Support Specialist. Option Year One, October 2, 2018 to October 1, 2019; Quantity = 1.5 FTEs; Hourly Price = \$48.90; Unit Price = \$8,476.76; Unit Price = \$4,238.38; Monthly Firm Fixed Price = \$12,715.14. Amount: \$152,581.73 (Option Line Item) Anticipated Exercise Date 10/01/2018				0.00
20001	Information Technology Support Specialist. Option Year Two, October 2, 2019 to October 1, 2020; Quantity = 1.5 FTEs; Hourly Rate = \$50.37; Unit Price = \$8,731.07; Unit Price = \$4,365.53; Monthly Firm Fixed Price = \$13,096.60. Amount: \$157,159.18 (Option Line Item) Anticipated Exercise Date 10/01/2019				0.00
30001	Information Technology Support Specialist. Option Year Three, October 2, 2020 to October 1, 2021; Quantity = 1.5 FTEs; Hourly Rate = \$51.88; Unit Price = \$8,993.00; Unit Price = \$4,496.50; Monthly Firm Fixed Price = \$13,489.50. Amount: \$161,873.96 (Option Line Item) Anticipated Exercise Date 10/01/2020				0.00
40001	Information Technology Support Specialist. Option Year Four, October 2, 2021 to October 1, 2022; Quantity = 1.5 FTEs; Hourly Rate = \$53.44; Unit Price = \$9,262.79; Unit Price = \$4,631.39; Continued ...				0.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NRC-R1-91-17-C-0002

PAGE OF
3 39

NAME OF OFFEROR OR CONTRACTOR

SABRE88 LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Monthly Firm Fixed Price = \$13,894.18. Amount: \$166,730.17 (Option Line Item) Anticipated Exercise Date 10/01/2021</p> <p>The obligated amount of award: \$48,400.00. The total for this award is shown in box 15G.</p>				

SECTION B - Supplies or Services/Prices

B.1 CONSIDERATION AND OBLIGATION — FIRM-FIXED-PRICE (AUG 2011)

- (a) The total amount of the firm-fixed-price portion of this contract is \$197,516.80.
- (b) The amount obligated with respect to this contract is \$48,400.00. The obligated amount shall, at no time, exceed the order ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this order, in accordance with FAR Part 43 - Modifications. 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.

SECTION C - Description/Specifications

C.1 STATEMENT OF WORK

I. BACKGROUND

ADAMS Scanning/Profiling, Data Entry and Auto Attendant Support Services

II. PLACE OF PERFORMANCE

The Contractor shall provide a range of human resources and administrative support services to the U.S. Nuclear Regulatory Region I office, located at 2100 Renaissance Blvd, Suite 100, King of Prussia, Suite 100, Pennsylvania 19406-2745.

III. HOURS OF OPERATIONS

The hours of operation are eight (8) hours per day, five (5) days a week. Work shall begin at 7:30 a.m. and end at 4:15 p.m., with forty-five (45) minutes for a lunch break.

IV. LEGAL HOLIDAYS

The following holidays are recognized by the Federal

Government: New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence
Day Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

V. SCOPE OF WORK

The Contractor shall furnish the required personnel and other services necessary to meet the requirements described in this performance work statement (PWS). The Contractor shall provide two (2) full time equivalents to perform the tasks and functional activities delineated in this PWS. The Contractor shall supervise its personnel and shall interact with the COR as appropriate.

All Contractor personnel working under this contract require an IT Security Level II Clearance.

The NRC requires two FTEs (2,000 hours of contractor support per year per FTE, excluding federal holidays or when the Government is closed) to perform under this contract on every work day during the hours of operation; therefore, the Contractor shall maintain at least one NRC-cleared backup person to fill in for any of the 2 FTEs when they

are on any kind of leave.

The NRC shall provide space for the Contractor. The NRC will also provide system documentation, routine office supplies, and maintenance agreements for Government Furnished Equipment (GFE), computer hardware and software, scanner and appropriate access to automated systems to accomplish the requirements of this contract. It is the Contractor's responsibility to remain technically competent with software and equipment used by the NRC. The NRC will provide initial training for Contractor personnel. The Contractor shall train any backup personnel that will work on this contract.

5. TASKS

5.1 AUTO ATTENDANT

The NRC's Region I Office has an auto attendant that routes external callers from Region I's main number to the appropriate office (division) for assistance. The attendant function is operable from 7:30 a.m. to 4:15 p.m., Monday through Friday and includes an option for external caller's to speak to someone for assistance. The Contractor shall perform the auto attendant function. The Contractor shall answer these calls (approximately twenty per week) and transfer the caller to the appropriate NRC division for support.

5.1.1 PERSONNEL REQUIREMENTS

The following basic skill requirements needed for this task shall include, but are not limited to:

1. Highly proficient in speaking, writing and understanding the English language.
2. Experience using Microsoft applications, particularly Microsoft Outlook calendaring and email applications and Microsoft Word.

6.1.3 PERFORMANCE MEASURES

1. Answers incoming calls that are routed by the auto attendant.
2. Transfer calls to the appropriate person(s).
3. Complies with administrative procedures as outlined in the "NRC Region I Desk Procedures" when obtaining information needed to accept collect calls. This also includes maintaining a "Collect Call Log" in accordance with the Desk Procedures.

6.2 ADAMS SCANNING AND PROFILING

The Contractor shall process all incoming documents received at the NRC Regional Document Processing Center (RDPC) into ADAMS; NRC internally generated documents; and existing legacy documents (e.g., Nuclear Materials docket files). The goal is to maintain primary processing of NRC generated documents; the externally generated documents processed by RDPC; and any internal legacy documents by the Contractor to ensure a high level of quality control and consistency in data entry and to maintain a high level of integrity in the ADAMS database.

The Contractor shall process the internally and externally generated documents and

internal legacy documents into ADAMS. The total number of documents entered daily is typically 35 or fewer. The Contractor shall perform the scanning, OCR, indexing (profiling), quality control, and distribution functions. The Contractor shall enter documents into ADAMS within one business day after receipt of them.

TASK AREA #1- ADAMS DOCUMENT PROCESSING

Incoming Paper Documents:

The Contractor shall process incoming paper documents. ADAMS document processing tasks include but are not limited to:

1. Preparing paper documents for scanning and reassembling the documents for final disposition after processing has been completed,
2. Scanning incoming paper documents generating Portable Document Format (PDF) images from the paper documents received for processing,
3. Creating a minimum profile for each document and,
4. Copying and pasting documents into the appropriate Headquarters Document Processing Center (HQDPC) to have processing completed by HQDPC.

NRC Staff Generated and Legacy Documents:

The Contractor shall prepare NRC staff generated documents (Mixed Packages) consisting of a combination of electronic files and paper documents for submittal to HQDPC for complete processing. The NRC staff will profile (minimal) the electronic file(s) and complete an ADAMS Document Submission Form (NRC Form 665) for submitting the paper documents to the RDPC. The form will specify the ADAMS Accession Number of the electronic file(s) and indicate the order in which the documents should be packaged by the RDPC including the order of the electronic files and paper documents. The electronic file(s) of mixed packages will be copied and pasted into a folder by NRC staff for retrieval by the Contractor staff upon receipt of the form.

ADAMS document processing tasks include:

1. Preparing paper documents for scanning and reassembling the documents for final disposition after processing has been completed;
2. Copy any documents that cannot be directly scanned due to the nature/quality of the original (e.g. onion paper);
3. Scanning paper documents generating a Portable Document Format (PDF) file from the paper documents received for processing;
4. Creating a minimum profile for each paper document;
5. Creating an ADAMS Package (if not created by the NRC staff) in which the Contractor will save the electronic and paper pieces of the mixed packages; and
6. Copy documents into the appropriate HQDPC folder to have processing completed

by the HQDPC.

The COR will provide the procedures and guidelines to the Contractor for processing mixed packages.

Scanning and Profiling Timeliness

The Contractor shall process documents received in the RDPC in one of the two processing categories, expedited and normal processing. Documents marked expedited shall be processed before documents received for normal processing. The Contractor shall code a minimum of 30 documents each work day. The Contractor shall sort, stamp, count, record, and process documents received in the RDPC by 2:30 p.m. for inclusion in that day's document count. If any documents are not coded on the same day they are received, the Contractor shall code these documents first on the following work day. If the Contractor meets the minimum of 30 documents requirement prior to the end of work hours for that day and additional documents are available for processing, the Contractor shall process as many as possible of the remaining documents during the time remaining on that work day.

In the event that the weekly volume of incoming documents exceeds the minimum of 150 documents for that week, then the Contractor shall immediately notify the COR in writing of the document backlog expected to occur, noting the approximate number of documents. The COR shall make a determination on the course of action that may be used to reduce the backlog and will provide written technical direction to the Contractor.

SUBTASK #1- OPERATIONS

The operation subtask includes document receipt (both paper and electronic), document coding, and quality control.

Work Element 1 - Document Receipt

The Contractor shall track and verify the return of all paper documents provided to the Contractor after processing has been completed (i.e., image processing, text processing, indexing and distribution). The Contractor shall receive and process all documents submitted under the NRC "Electronic Information Exchange" initiative in accordance with the RDPC SOP Manual (the COR will provide the Manual to the Contractor).

TASK AREA #2 - DOCUMENT PREPARATION

The RDPC shall serve as the central control point for document processing.

Work Element 1 - Document Preparation

The Contractor shall prepare documents for scanning by removing all staples, binders, paper clips, etc. The document preparation staff shall provide documents to the scanning staff for processing by distribution category. The Contractor shall implement procedures to review each document to ensure that all referenced enclosures or attachments are included prior to scanning and shall report any discrepancies to the COR for resolution.

Documents requiring special handling are those that contain sensitive information. The Contractor shall handle, mark, protect and transmit documents containing sensitive information in accordance with procedures set forth in NRC Management Directive 12.6

“NRC Unclassified Sensitive Information Security Program” or subsequent revisions to this directive.

Work Element 2 - Document Recompilation/Final Document Disposition

After completing the scanning and quality control process, the Contractor shall restore each document to its original form (assembled in the order in which it was received, stapled where appropriate, placed back in binders as received, etc.). The Contractor shall deliver all completed documents to the Information Management Center designated location before the end of each work day.

TASK AREA #3 - DOCUMENT SCANNING/IMAGING

Work Element 1 – Scanning/Imaging

The Contractor shall create scanned images (pages) daily from paper documents received in the RDPC. Contractor document scanning shall result in a Portable Document Format (PDF) file for the document pages to be linked with the ADAMS document profile.

The Contractor shall provide various levels of scanning services. For simple scanning, the Contractor shall scan a document and send the scanned image to the requestor. Normal scanning is performed on paper documents that are received for regular processing. The Contractor shall scan expedited documents and send the scanned image (or its location in ADAMS) to the requestor no later than three (3) hours from the time of receipt. Complex scanning services require the Contractor to scan portions of a document and package it with electronic portions of a document.

The Contractor shall sort, stamp, count, record and process documents received in the RDPC by 2:30 p.m. for inclusion in that day’s document count. For any documents received after 2:30 p.m., the Contractor shall include them in the next day’s document count. If there are any documents that are not scanned on the same day they are received, the Contractor shall process these documents first on the following work day.

Work Element 2 - Quality Control

The Contractor shall perform a quality control check on all images created to ensure they are properly oriented and readable.

TASK AREA #4 - DOCUMENT INDEXING

Work Element 1 - Document Indexing

ADAMS document indexing involves identifying and entering all information necessary to create ADAMS document profiles. This includes all data elements required for document distribution, tracking, and identification. The Contractor shall perform all document indexing in accordance with the information contained in the NRC Form 665 provided with each document.

Work Element 2 - Quality Control

The Contractor shall perform a quality control check after each profile is completed to ensure all required information identified on the NRC Form 665 is included in the profile

and is accurate.

The Contractor shall also perform a quality control check on internally generated documents to ensure that documents submitted by the NRC in mixed formats (those consisting of electronic files and paper documents) are packaged according to the NRC Form 665 accompanying the documents and that the package contains the documents provided in the correct sequence.

TASK AREA #5 - DOCUMENT DISTRIBUTION

There are two processing categories established; expedited, which requires that processing be completed within three (3) work hours of receipt in the RDPC, and normal which requires that processing be completed within eight (8) work hours of receipt in the RDPC.

TASK AREA #6 - DATA ENTRY

The Contractor shall complete data entry duties described in the chart entitled "Region I Data Entry Duties" (Attachment 2).

6.2.1 DOCUMENT PREPARATION (ADAMS)

The Contractor shall prepare documents received in paper format for scanning and shall reassemble the documents after the scanning process has been completed. The Contractor shall prepare documents submitted electronically and documents submitted with partial electronic and partial paper files, ensuring that the documents are complete and in the proper order for processing into ADAMS. The Contractor shall assemble and forward all documents completed that day to the Information Management Center designated location by COB each day.

6.2.2 DOCUMENT SCANNING/IMAGING

The Contractor shall generate Portable Document Format (PDF), or whichever format is required, images for paper documents received for processing.

6.2.3 DOCUMENT INDEXING/PROFILING

The Contractor shall enter ADAMS profile and security data for both externally and internally generated documents submitted to the RDPC for processing into ADAMS.

A document profile, using the appropriate template, must be completed for every document entered into ADAMS. ADAMS document profiles contain information about the document such as author, title, docket number, availability, etc. The profile provides consistent data fields of information needed to identify, locate, list, and manage documents.

6.2.4 USER SUPPORT SERVICES

The Contractor shall assist in the review of ADAMS Templates to ensure all appropriate information is accounted for when a template is revised or a new one is developed.

6.2.5 DATA ENTRY

The Contractor shall perform data entry, routine and ad-hoc report generation, system maintenance (e.g., data editing), and report distribution requirements.

6.2.6 SPECIFIC SUB-TASKS

SUBTASK 1 - QUALITY CONTROL PROCEDURES/QUALITY ASSURANCE

The Contractor shall follow quality control procedures provided in the RDPC SOP Manual for each task, conducting quality assurance inspections at various points throughout the process. These quality assurance inspections shall ensure that all pages are scanned correctly and the image quality is acceptable for viewing in ADAMS; the text is acceptable for ADAMS term search indexing; data are consistently input into the ADAMS document profile and security fields; and ensure that PDF files retain the document integrity of the original native format. The Contractor shall perform quality control on PDF files.

The Contractor shall also implement RDPC SOP Manual quality control procedures for internally generated documents. This includes procedures for ensuring that documents submitted by the NRC staff in mixed format consisting of electronic files and paper documents and documents consisting of multiple electronic files are packaged and entered into ADAMS in the order defined by the COR.

SUBTASK 2 - NRC REGIONAL DOCUMENT PROCESSING CENTER (RDPC) SOP

The Contractor shall maintain the NRC ADAMS Regional Document Processing Center (RDPC) SOP Manual cited throughout this SOW and make it available in ADAMS. If for whatever reason the RDPC SOP Manual requires modification, the Contractor shall submit the proposed changes to the COR for their review and written approval. The Contractor shall update the manual and make it available in ADAMS within thirty (30) days of the COR's written approval of the change(s) to the process.

DAILY PRODUCTION INDICATORS REPORTS

The Contractor shall provide a Daily Production Indicators Report to the COR that gives a full accounting of document handling and processing statistics for each previous day's task. The information provided in the report shall include, but not be limited to, the number of accession numbers created daily and a list of rejected documents and the cause for rejection.

The Contractor shall provide the report to the COR before 10:00 a.m. each business day for the previous business day's work. See Attachment 1 for details.

6.3 DATA ENTRY SERVICES

The Contractor shall input necessary data into various automated systems in order to conduct the Region I Nuclear Materials program.

Input data into the NRC automated system(s) for Nuclear Materials (e.g. Web Based Licensing - WBL) with an accuracy rate of at least 97%. Each system's data entry requirements are as follows:

WBL is used to track Nuclear Materials licensing and inspection activities. To do so,

approximately 40 worksheets and 35 milestone forms may be submitted by the NRC technical staff periodically to the Licensing Assistant Team (LAT) throughout the week. The Contractor shall enter and proofread all data within 24 hours of receipt of that data.

SECTION D - Packaging and Marking

D.1 NRCD020 BRANDING

The Contractor is required to use 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.

D.2 NRCD010 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:

_____.

(End of Clause)

SECTION E - Inspection and Acceptance

E.1 DELIVERABLES

Deliverable	Deliver by	Deliver to
Daily Production Indicators Report	Daily by 10:00 a.m.	COR
Monthly Progress Report	15 th day of each month (for previous month)	COR

E. 2 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE. (AUG 1996)

(a) *Definition:* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may --

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may --

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

(End of Clause)

SECTION F - Deliveries or Performance

F.1 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of Clause)

F.2 PERIOD OF PERFORMANCE (AUG 2011)

The period of performance for this contract consists of a base period of October 2, 2017 through October 1, 2018 plus four one-year options to extend the term of the contract through October 1, 2022.

(End of Clause)

F.3 PLACE OF DELIVERY — REPORTS (AUG 2011)

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

- a. Name: Louis Manning (1 hard copy)
- b. Contracting Officer's Representative (COR)
- c. U.S. Nuclear Regulatory Commission

d. Address:

Region One Office _____
2100 Renaissance Blvd., Suite 100
King of Prussia, PA 19406 _____

e. Electronic copies to:

f. (List names and email addresses)

- g. Name: _____ (1 hard copy)
- h. Contracting Officer (CO)
- i. U.S. Nuclear Regulatory Commission
- j. Address:

(End of Clause)

SECTION G - Contract Administration Data

G.1 ELECTRONIC PAYMENT (FEB 2014)

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-Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal – Continuation Sheet." The preferred method of submitting invoices is electronically to: NRCPayments@nrc.gov.

(End of Clause)

G. 2 REGISTRATION IN FEDCONNECT® (JULY 2014)

The Nuclear Regulatory Commission (NRC) uses Compusearch Software Systems' secure and auditable two-way web portal, FedConnect®, to communicate with vendors and contractors. FedConnect® provides bi-directional communication between the vendor/contractor and the NRC throughout pre-award, award, and post-award acquisition phases. Therefore, in order to do business with the NRC, vendors and contractors must register to use FedConnect® at <https://www.fedconnect.net/FedConnect>. The individual registering in FedConnect® must have authority to bind the vendor/contractor. There is no charge for using FedConnect®. Assistance with FedConnect® is provided by Compusearch Software Systems, not the NRC. FedConnect® contact and assistance information is provided on the FedConnect® web site at <https://www.fedconnect.net/FedConnect>.

(End of Clause)

G.3 GOVERNMENT FURNISHED EQUIPMENT, FACILITIES AND SUPPLIES

The NRC will provide all equipment, supplies, materials, and office space necessary to perform the required services described under this contract. All government-furnished property (GFP) is for official government business only. Only NRC authorized software and applications may be used. Contractor employees are not permitted to use any GFP for personal use or gain (i.e., photocopying machines, personal diskettes, PCS, fax machines, Internet, etc.).

G.4 2052.215-71 CONTRACTING OFFICER REPRESENTATIVE AUTHORITY (Oct 1999)

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

Name: Louis Manning
Address: 2100 Renaissance Blvd

King of Prussia, PA 29406
Telephone Number: (610) 337-5044
Email: Louis.Manning@nrc.gov

- (b) Performance of the work under this contract is subject to the technical direction of the NRC COR. 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 COR 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, 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 COR or must be confirmed by the COR 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 COR 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 COR 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 COR 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 COR 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 H - Special Contract Requirements

H.1 PERSONNEL SECURITY REQUIREMENTS

All contractor personnel working under this contract require an IT Level II Clearance prior to working in the facility. Contractor will work thru NRC personnel to obtain a security clearance.

H.2 PERSONNEL QUALIFICATIONS, KNOWLEDGE AND EXPERIENCE

Knowledge of computer operations (i.e., hardware and software applications) sufficient to provide Tier 1 support to Regional IT customers. Ability to use web-based applications (specifically the help desk) to input, track, and maintain data of Help Desk problems and issues, and refer requests for help to the appropriate staff members.

Organizational skills such as, basic knowledge of filing systems, ability to work accurately, and complete assignments in a timely manner.

Familiarity with Federal Freedom of Information Act requirements, knowledge and understanding of FOIA policies and procedures.

Knowledge of the principles and techniques of filing sufficient to perform basic library functions.

Ability to query web-based information resources within the Federal Government, industry, public and university libraries sufficient to obtain information or documents not available in Regional or Headquarters libraries.

Ability to communicate effectively, both orally and in writing, and use tact and diplomacy in dealing with people while performing the duties described above.

Ability to be innovative in developing solutions to problems that may arise related to processing FOIA requests, resolving Help Desk calls, or securing library requests.

Ability to recognize unusual circumstances or deviations from normal procedures and promptly bring them to the attention of the appropriate NRC personnel.

Ability to comprehend and follow general instructions and relay oral instructions accurately.

H.3 NON-DISCLOSURE/CONFIDENTIALITY AGREEMENT

The contractor employee(s) will be handling files that include internal for official use information, personal information subject to the Privacy Act, source selection information (FAR 3.104), information that is proprietary to other government contractors, and information that is protected by the attorney-client and attorney-work product privilege. Neither the Contractor nor any of its officers and employees may disclose such information to anyone outside the Nuclear Regulatory Commission. The contractor employee(s) will be required to sign a Non- Disclosure/Confidentiality Agreement (copy attached).

H.4 2052.215-70 KEY PERSONNEL (JAN 1993)

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

1. Velma O. King
2. Vicky Lewis

*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)

H.5 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS

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.

(End of Clause)

H.6 GREEN PURCHASING (SEP 2015)

(a) In furtherance of the sustainable acquisition goals of Executive Order (EO) 13693, "Planning for Federal Sustainability in the Next Decade," products and services provided under this contract/order shall be energy efficient (EnergyStar® or Federal Energy Management Program - FEMP-designated products), water efficient, biobased,

environmentally preferable (excluding EPEAT®-registered products), non-ozone depleting, contain recycled content, or are non- or low toxic alternatives or hazardous constituents (e.g., non-VOC paint), where such products and services meet agency performance requirements. See: Executive Order (EO) 13693, "Planning for Federal Sustainability in the Next Decade."

(b) The NRC and contractor may negotiate during the contract term to permit the substitution or addition of designated recycled content products (i.e., Comprehensive Procurement Guidelines - CPG), EPEAT®-registered products, EnergyStar®- and FEMP designated energy efficient products and appliances, USDA designated biobased products (Biopreferred® program), environmentally preferable products, WaterSense and other water efficient products, products containing non- or lower-ozone depleting substances (i.e., SNAP), and products containing non- or low-toxic or hazardous constituents (e.g., non-VOC paint), when such products and services are readily available at a competitive cost and satisfy the NRC's performance needs.

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

(End of Clause)

H.7 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (OCT 2014)

All contractor employees, subcontractor employees, applicants, and consultants proposed for performance or performing under this contract shall be subject to preassignment, random, reasonable suspicion, and post-accident drug testing applicable to:

(1) individuals who require unescorted access to nuclear power plants, (2) individuals who have access to classified or safeguards information, (3) individuals who are required to carry firearms in performing security services for the NRC, (4) individuals who are required to operate government vehicles or transport passengers for the NRC, (5) individuals who are required to operate hazardous equipment at NRC facilities, or (6) individuals who admit to recent illegal drug use or those who are found through other means to be using drugs illegally.

The NRC Drug Program Manager will schedule the drug testing for all contractor employees, subcontractor employees, applicants, and consultants who are subject to testing under this clause. The consequences of refusing to undergo drug testing or a refusal to cooperate in such testing, including not appearing at the scheduled appointment time, will result in the Agency's refusal of the contractor employee to work under any NRC contract. Any NRC contractor employee found to be using, distributing or possessing illegal drugs, or any contractor employee who fails to receive a verified negative drug test result under this program while in a duty status will immediately be removed from working under the NRC contract. The contractor's employer will be notified of the denial or revocation of the individual's authorization to have access to information and ability to perform under the contract. The individual may not work on any NRC contract for a period of not less than one year from the date of the failed, positive drug test and will not be considered for reinstatement unless evidence of rehabilitation, as determined by the NRC "drug testing contractor's" Medical Review Officer, is provided. Contractor drug testing records are protected under the NRC

Privacy Act Systems of Records, System 35, "Drug Testing Program Records - NRC" found at: <http://www.nrc.gov/reading-rm/foia/privacy-systems.html>
(End of Clause)

H.8 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (SEP 2013)

Prior to occupying any Government provided space at NRC Headquarters in Rockville Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space, via the NRC Contracting Officer's Representative (COR), from the Chief, Space Design Branch, Office of Administration. Failure to obtain this prior authorization can result in one, or a combination, of the following remedies as deemed appropriate by the Contracting Officer. (1) Rental charge for the space occupied will be deducted from the invoice amount due the Contractor (2) Removal from the space occupied (3) Contract Termination
(End of Clause)

H.9 NRC INFORMATION TECHNOLOGY SECURITY TRAINING (MAY 2016)

NRC contractors shall ensure that their employees, consultants, and subcontractors with access to the agency's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day. Contractor employees, consultants, and subcontractors shall complete the NRC's online annual, "Computer Security Awareness" course on the same day that they receive access to the agency's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under this contract, the on-line training must be completed in accordance with agency Network Announcements issued throughout the year, within three weeks of issuance of this modification. Additional annual required online NRC training includes but is not limited to the following:

- (1) Information Security (INFOSEC) Awareness
 - (2) Continuity of Operations (COOP) Awareness
 - (3) Defensive Counterintelligence and Insider Threat Awareness
 - (4) No FEAR Act
 - (5) Personally Identifiable Information (PII) and Privacy Act Responsibilities Awareness
- Contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the contract.

Contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices. Contractor Monthly Letter Status Reports (MLSR) must include the following information for all completed training:

- (1) the name of the individual completing the course;
- (2) the course title; and
- (3) the course completion date.

The MLSR must also include the following information for those individuals who have not completed their required training:

- (1) the name of the individual who has not yet completed the training;

- (2) the title of the course(s) which must still be completed; and
- (3) the anticipated course completion date(s).

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

(End of Clause)

H.10 SAFETY OF ON-SITE CONTRACTOR PERSONNEL

Ensuring the safety of occupants of Federal buildings is a responsibility shared by the professionals implementing our security and safety programs and the persons being protected. The NRC's Office of Administration (ADM) Division of Facilities and Security (DFS) has coordinated an Occupant Emergency Plan (OEP) for NRC Headquarters buildings with local authorities. The OEP has been approved by the Montgomery County Fire and Rescue Service. It is designed to improve building occupants' chances of survival, minimize damage to property, and promptly account for building occupants when necessary.

The contractor shall ensure that all personnel working full time on-site at NRC Headquarters read the NRC's OEP, provided electronically on the NRC Intranet at <http://www.internal.nrc.gov/ADM/OEP.pdf>. The contractor also shall emphasize to each staff member that they are to be familiar with and guided by the OEP, as well as by instructions given by emergency response personnel in situations which pose an immediate health or safety threat to building occupants. The NRC Contracting Officer's Representative (COR) shall ensure that the contractor has communicated the requirement for on-site contractor staff to follow the guidance in the OEP. The NRC Contracting Officer's Representative (COR) also will assist in accounting for on-site contract persons in the event of a major emergency (e.g., explosion occurs and casualties or injuries are suspected) during which a full evacuation will be required, including the assembly and accountability of occupants. The NRC DFS will conduct drills periodically to train occupants and assess these procedures.

(End of Clause)

H.11 COMPENSATION FOR ON-SITE CONTRACTOR PERSONNEL

(a) NRC facilities may not be available due to (1) designated Federal holiday, any other day designated by Federal Statute, Executive Order, or by President's Proclamation; (2) early dismissal of NRC employees during working hours (e.g., special holidays, water emergency); or (3) occurrence of emergency conditions during nonworking hours (e.g., inclement weather).

(b) When NRC facilities are unavailable, the contractor's compensation and deduction policy (date), incorporated herein by reference, shall be followed for contractor employees performing work on-site at the NRC facility. The contractor shall promptly submit any revisions to this policy to the Contracting Officer for review before they are incorporated into the contract.

(c) The contractor shall not charge the NRC for work performed by on-site contractor employees who were reassigned to perform other duties off site during the time the NRC facility was closed.

(d) On-site contractor staff shall be guided by the instructions given by a third party (e.g., Montgomery County personnel in situations which pose an immediate health or safety

threat to employees (e.g., water emergency).

(e) The contractor's Project Director shall first consult the NRC Contracting Officer's Representative (COR) before releasing on-site personnel in situations which do not impose an immediate safety or health threat to employees (e.g., special holidays). That same day, the contractor must then alert the Contracting Officer of the NRC Contracting Officer's Representative's (COR) direction. The contractor shall continue to provide sufficient personnel to perform the requirements of essential tasks as defined in the Statement of Work which already are in operation or are scheduled.

(End of Clause)

H.12 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

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 []. 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.

(End of Clause)

H.13 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (JUL 2016)

The contractor must identify all individuals selected to work under this contract. The NRC Contracting Officer's Representative (COR) shall make the final determination of the level, if any, of IT access approval required for all individuals working under this contract/order using the following guidance. The Government shall have full and complete control and discretion over granting, denying, withholding, or terminating IT access approvals for contractor personnel performing work under this contract/order. The contractor shall conduct a preliminary security interview or review for each

employee requiring IT level I or II access and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of IT access approval for which the employee has been proposed. The contractor shall pre-screen its applicants for the following:

(a) felony arrest in the last seven (7) years; (b) alcohol related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (10) years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) years. The contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the employee verify the pre-screening record or review, sign and date it. The contractor shall supply two (2) copies of the signed contractor's pre-screening record or review to the NRC Contracting Officer's Representative (COR), who will then provide them to the NRC Office of Administration, Division of Facilities and Security, Personnel Security Branch with the employee's completed IT access application package.

The contractor shall further ensure that its personnel complete all IT access approval security applications required by this clause within fourteen (14) calendar days of notification by the NRC Contracting Officer's Representative (COR) of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access approval applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's IT systems/data) is a requirement of this contract/order. Failure of the contractor to comply with this requirement may be a basis to terminate the contract/order for cause, or to offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the contractor.

SECURITY REQUIREMENTS FOR IT LEVEL I

Performance under this contract/order will involve contractor personnel who perform services requiring direct access to or operation of agency sensitive information technology systems or data (IT Level I). The IT Level I involves responsibility for: (a) the planning, direction, and implementation of a computer security program; (b) major responsibility for the direction, planning, and design of a computer system, including hardware and software; (c) the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or (d) the capability to realize a significant personal gain from computer access. Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR).

Temporary IT access may be approved by DFS/PSB based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorably review or adjudication of a completed background investigation. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been

revoked or denied by DFS/PSB, the contractor shall assign another contractor employee to perform the necessary work under this contract/order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When an individual receives final IT access approval from DFS/PSB, the individual will be subject to a reinvestigation every ten (10) years thereafter (assuming continuous performance under contracts/orders at NRC) or more frequently in the event of noncontinuous performance under contracts/orders at NRC.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record, and two (2) FD 258 fingerprint charts, to DFS/PSB for review and adjudication, prior to the individual being authorized to perform work under this contract requiring access to sensitive information technology systems or data.

Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than seven (7) years residency in the U.S. will not be approved for IT Level I access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor individual may be denied access to NRC facilities and sensitive information technology systems or data until a final determination is made by DFS/PSB. The contractor individual's clearance status will thereafter be communicated to the contractor by the NRC Contracting Officer's Representative (COR) regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 and SF-86. Together, these furnish the basis for providing security requirements to contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems, remote development and/or analysis of sensitive information technology systems or data, or other access to such systems and data; access on a continuing basis (in excess more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

SECURITY REQUIREMENTS FOR IT LEVEL II

Performance under this contract/order will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or data (IT Level II). The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary access may be approved by DFS/PSB based on a favorable review of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorably adjudication.

However, temporary access authorization approval will be revoked and the contractor employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor is responsible for assigning another contractor employee to perform the necessary work under this contract/order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When a contractor employee receives final IT access approval from DFS/PSB, the individual will be subject to a review or reinvestigation every ten (10) years (assuming continuous performance under contract/order at NRC) or more frequently in the event of noncontinuous performance under contract/order at NRC.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, to DFS/PSB for review and adjudication, prior to the contractor employee being authorized to perform work under this contract/order. Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than seven (7) years residency in the U.S. will not be approved for IT Level II access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor employee may be denied access to NRC facilities, sensitive information technology systems or data until a final determination is made by DFS/PSB regarding the contractor person's eligibility. In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187, SF-86, and contractor's record of the prescreening. Together, these furnish the basis for providing security requirements to contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems, remote development and/or analysis of sensitive information technology systems or data, or other access to such systems or data; access on a continuing basis (in excess of more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) by telephone so that the access review may be promptly discontinued. The notification shall contain the full name of the contractor employee and the date of the request. Telephone notifications must be promptly confirmed by the contractor in writing to the NRC Contracting Officer's Representative (COR), who will forward the confirmation to DFS/PSB. Additionally, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) in writing, who will in turn notify DFS/PSB, when a contractor employee no longer requires access to NRC sensitive automated information

technology systems or data, including the voluntary or involuntary separation of employment of a contractor employee who has been approved for or is being processed for IT access. The contractor shall flow the requirements of this clause down into all subcontracts and agreements with consultants for work that requires them to access NRC IT resources.

(End of Clause)

H.14 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (SEP 2013)

The Contractor shall ensure that all its employees, subcontractor employees or consultants who are assigned to perform the work herein for contract performance for periods of more than 30 calendar days at NRC facilities, are approved by the NRC for unescorted NRC building access.

The Contractor shall conduct a preliminary federal facilities security screening interview or review for each of its employees, subcontractor employees, and consultants and submit to the NRC only the names of candidates for contract performance that have a reasonable probability of obtaining approval necessary for access to NRC's federal facilities. The Contractor shall pre- screen its applicants for the following: (a) felony arrest in the last seven (7) years; (b) alcohol related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (10) years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) years.

The Contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two (2) copies of the pre-screening signed record or review shall be supplied to the Division of Facilities and Security, Personnel Security Branch (DFS/PSB) with the Contractor employee's completed building access application package.

The Contractor shall further ensure that its employees, any subcontractor employees and consultants complete all building access security applications required by this clause within fourteen (14) calendar days of notification by DFS/PSB of initiation of the application process. Timely receipt of properly completed records of the Contractor's signed pre-screening record or review and building access security applications (submitted for candidates that have a reasonable probability of obtaining the level of access authorization necessary for access to NRC's facilities) is a contract requirement. Failure of the Contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

A Contractor, subcontractor employee or consultant shall not have access to NRC facilities until he/she is approved by DFS/PSB. Temporary access may be approved based on a favorable NRC review and discretionary determination of their building access security forms. Final building access will be approved based on favorably adjudicated checks by the Government. However, temporary access approval will be revoked and the Contractor's employee may subsequently be denied access in the event the employee's investigation cannot be favorably determined by the NRC. Such

employee will not be authorized to work under any NRC contract requiring building access without the approval of DFS/PSB. When an individual receives final access, the individual will be subject to a review or reinvestigation every five (5) or ten (10) years, depending on their job responsibilities at the NRC.

The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract at NRC facilities for a period of more than 30 calendar days shall be required to complete and submit to the Contractor representative an acceptable OPM Standard Form 85 (Questionnaire for Non-Sensitive Positions), and two (2) FD 258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than five (5) years residency in the U.S. will not be approved for building access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. DFS/PSB may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the OPM Standard Form 85 and the Contractor's pre-screening record. Also, in the exercise of its authority, the Government may, among other things, grant or deny permanent building access approval based on the results of its review or investigation. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the NRC work sites for an extended period of time during the term of the contract. In the event that DFS/PSB are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the Contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The Contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

CANCELLATION OR TERMINATION OF BUILDING ACCESS/ REQUEST

The Contractor shall immediately notify the COR when a Contractor or subcontractor employee or consultant's need for NRC building access approval is withdrawn or the need by the Contractor employee's for building access terminates. The COR will immediately notify DFS/PSB (via e-mail) when a Contractor employee no longer requires building access. The Contractor shall be required to return any NRC issued badges to the COR for return to DFS/FSB (Facilities Security Branch) within three (3) days after their termination.

(End of Clause)

SECTION I - Contract Clauses

I.1 FAR 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(es): <https://www.acquisition.gov/far>

FAR 52.202-1 - Definitions (Nov 2013)

FAR 52.203-3 - Gratuities (Apr 1984)

FAR 52.203-5 - Covenant Against Contingent Fees (May 2014)

FAR 52.203-6 - Restrictions on Subcontractor Sales to the Government (Sep

2006) FAR 52.203-7 - Anti-Kickback Procedures (May 2014)

FAR 52.203-8 - Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)

FAR 52.203-10 - Price or Fee Adjustment for Illegal or Improper Activity (May 2014)

FAR 52.203-12 - Limitation on Payments to Influence Certain Federal Transactions

(Oct 2010) FAR 52.203-13 - Contractor Code of Business Ethics and Conduct (Oct 2015)

FAR 52.203-15 - Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010)

FAR 52.203-17 - Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Apr 2014)

FAR 52.203-19 - Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)

FAR 52.204-4 - Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)

FAR 52.204-9 - Personal Identity Verification of Contractor Personnel (Jan 2011)

FAR 52.204-10 - Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016)

FAR 52.204-13 - System for Award Management Maintenance (Oct

2016) FAR 52.204-14 - Service Contract Reporting Requirements

(Oct 2016)

FAR 52.204-18 - Commercial and Government Entity Code Maintenance (Jul 2016)

FAR 52.204-19 - Incorporation by Reference of Representations and Certifications (Dec 2014)

FAR 52-209-9 - Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)

FAR 52.209-10 - Prohibition on Contracting With Inverted Domestic Corporations (Nov

2015) FAR 52.215-8 - Order of Precedence -- Uniform Contract Format (Oct 1997)

FAR 52.219-14 - Limitations on Subcontracting (Jan 2017)

FAR 52.222-1 - Notice to the Government of Labor Disputes (Feb

1997)

FAR 52.222-50 - Combating Trafficking in Persons (Mar

2015) FAR 52.222-54 - Employment Eligibility Verification

(Oct 2015) FAR 52.223-6 - Drug-Free Workplace (May

2001)

FAR 52.223-18 - Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)

FAR 52.224-1 - Privacy Act Notification (Apr

1984) FAR 52.224-2 - Privacy Act (Apr 1984)

FAR 52.225-13 - Restriction on Certain Foreign Purchases (Jun

2008)

FAR 52.227-14 Rights in Data—General (May 2014)

FAR 52.229-3 - Federal, State, and Local Taxes (Feb 2013)

FAR 52.232-1 - Payments (Apr. 1984)

FAR 52.232.23 - Assignment of Claims (May

2014)

FAR 52.232-33 - Payment by Electronic Funds Transfer-- System for Award Management (Jul. 2013)

FAR 52.232-40 - Providing Accelerated Payments to Small Business Subcontractors

(Dec 2013) FAR 52.233-1 - Disputes (May 2014)

FAR 52.233-3 - Protest After Award (AUG 1996)

FAR 52.233-4 - Applicable Law For Breach Of Contract Claim (OCT 2004)

FAR 52.237-2 - Protection of Government Buildings, Equipment, and Vegetation (Apr 1984) FAR 52.242-13 - Bankruptcy (Jul 1995)

FAR 52.242-15 - Stop-Work Order (Aug. 1989)

FAR 52.244-5 - Competition in Subcontracting (Dec 1996)

FAR 52.246-25 - Limitation of Liability -- Services (Feb 1997)

FAR 52.247-34 – F.O.B Destination (NOV 1999)

FAR 52.249-2 - Termination for Convenience of the Government (Fixed-Price) (Apr 2012) FAR 52.249-8 - Default (Fixed-Price Supply and Service) (Apr 1984)

(End of Clause)

I.2 RESERVED

I.3 FAR 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 the contract term.

(End of Clause)

I.4 FAR 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 the contract term; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 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 5 years and 6 months.

(End of Clause)

I.5 FAR 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 U.S. Nuclear Regulatory Commission (NRC) 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 NRC 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 NRC.

(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 NRC 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.6 FAR 52.219-12 – SPECIAL 8(a) SUBCONTRACT CONDITIONS (Jan 2017)

(a) The Small Business Administration (SBA) has entered into Contract No. NRC-R1-91-17-C-0002 with the U.S. Nuclear Regulatory Commission to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The vendor, Sabre88, LLC, hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. NRC-R1-91-17-C-0002 for the consideration stated

therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements, for the administration of this subcontract to the NRC with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) 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 designated Contracting Officer of the NRC.

(4) That it will notify the NRC Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the NRC.

(End of Clause)

I.7 FAR 52.219-17 – SECTION 8(a) AWARD (Jan 2017)

(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 NRC 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 NRC 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 NRC.

(End of Clause)

I.8 FAR 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (Apr 1984)

Funds are not presently available for performance under this contract beyond December 8, 2017. 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 December 8, 2017, 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.

(End of Clause)

SECTION J - List of Documents, Exhibits and Other Attachments

J.1 BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS (MAY 2013)

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare vouchers/invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

Standard Forms: Payment requests for completed work, in accordance with the contract, shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

Electronic invoice/Voucher Submissions: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nrc.gov.

Hard-Copy Invoice/Voucher Submissions: If you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

NRC Payments
U.S. Nuclear Regulatory
Commission One White Flint North
11555 Rockville Pike
Mail Stop O3-E17A
Rockville, MD 20852-2738

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) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

Agency Payment Office: Payment will continue to 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 invoice/vouchers for payment once each month, unless otherwise authorized by the Contracting Officer.

Format: Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchase and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

(End of provision)