

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO.

1. DATE OF ORDER APR 14 2008		2. CONTRACT NO. (If any) GS23F9832H		6. SHIP TO:	
3. ORDER NO. DR-09-03-127 W011		4. REQUISITION REFERENCE NO. CFO-06-317		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Jeffrey R. Mitchell, 301-415-6465 Mail Stop T-7-I-2 Washington, DC 20555				b. STREET ADDRESS Attn: Susan L. Jones, 301-415-6072 Mail Stop: T9-C4	
7. TO:				c. CITY Washington	d. STATE DC
a. NAME OF CONTRACTOR FOXX & COMPANY				e. ZIP CODE 20555	
b. COMPANY NAME ATTN: MARTIN O' NEILL				8. TYPE OF ORDER	
c. STREET ADDRESS 324 W 9TH ST				<input type="checkbox"/> a. PURCHASE	<input checked="" type="checkbox"/> b. DELIVERY
d. CITY CINCINNATI				Reference your _____ 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.	Except for billing instructions on the reverse, this delivery/task 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.
e. STATE OH				f. ZIP CODE 452021908	
9. ACCOUNTING AND APPROPRIATION DATA 67N-15-5H1358 L1965 252A 31x0200 Obligate \$9,017.00 Contractor Duns: 095207841				10. REQUISITIONING OFFICE CFO	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT N/A	
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			
13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS
a. INSPECTION	b. ACCEPTANCE		As Stated		Net 30

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)
	REFER TO THE ATTACHED DEFINITIZED ORDER FOR WORK ORDER NO.11					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4						
b. STREET ADDRESS (or P.O. Box) Attn: (DR-09-03-127 W011)						
c. CITY Washington			d. STATE DC	e. ZIP CODE 20555		17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) 			23. NAME (Typed) Donald A. King Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER			
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In accordance with the Terms and Conditions, DELIVERY ORDER CLAUSES, of the subject contract, Work Order No. 11 is definitized. The effort shall be performed in accordance with the attached Statement of Work.

The period of performance: Day of acceptance (See Below) through May 27, 2006.

Not to exceed ceiling amount: \$12,527.00
Obligated amount: \$ 9,017.00*

*This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract 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 contact. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk

The following is a summary of the labor categories, number of hours and hourly labor rates.

<u>LABOR CATEGORY</u>	<u>EST. HOURS</u>	<u>LABOR RATE</u>	<u>EST. COST</u>
Partner	[REDACTED]	[REDACTED]	\$1,998.00
Manager	[REDACTED]	[REDACTED]	\$10,529.00
		<u>Total Est. Cost</u>	<u>\$12,527.00</u>

The following individuals are considered to be essential to the successful performance of work hereunder: [REDACTED] [REDACTED]

The Contractor agrees that such personnel shall not be removed from the effort under the work order without compliance with contract clauses, NRCAR 2052.215-70 entitled, "KEY PERSONNEL."

Your contacts during the course of the work order are:

Technical Matters:
Susan Jones, Project Officer
301-415-6072

Contractual Matters:
Jeffrey R. Mitchell, Contract Specialist
301-415-6465

The issuance of this work order does not amend any terms or conditions of the delivery order under the GSA FSS Contract.

Accepted Work Order No. 11:

MARTIN W. O'NEILL

NAME

Partner

Title

4/17/06

Date

(Effective Start Date of this Order)

STATEMENT OF WORK
WORK ORDER NO. 11
CONTRACT NO. DR-09-03-127

Title: THE RECONCILIATION OF LICENSE FEE
BILLING CONTRACT COSTS

Technical Monitor: Gordon Peterson: 301-415-7348
Designated Alternatives: Susan Jones: 301-415-6072

Background

The U.S. Nuclear Regulatory Commission (NRC) is required to recover a major portion of its annual budget. In order to implement this requirement, the NRC assesses fees in compliance with the Omnibus Budget Reconciliation Act of 1990 (OBRA-90), as amended, and the Independent Offices Appropriation Act of 1952 (IOAA). Fees are assessed as established in 10 Code of Federal Regulations (CFR) Part 170 and 10 CFR Part 171.

OMB Bulletin No. 01-02 requires managers of federal agencies to establish and maintain a system of internal controls designed to provide managers with reasonable assurance that the agency can achieve its objectives and goals. The FY 2005 financial statements audit identified internal control weaknesses related to the NRC License Fee Billing process.

Objective

The objective of this work order is to establish and implement reconciliation procedures for the contract costs captured and processed during the 10 CFR Part 170 fee billing process. The contractor shall develop and implement reconciliation procedures that require contract costs to be reconciled on a quarterly basis.

Work Requirements

The contractor shall provide qualified personnel to complete the following tasks:

1. Identify all source documentation used by NRC offices to report contract costs to the License Fee Team (LFT) for the Part 170 fee billing purposes.
2. Develop and document reconciliation procedures that accounts for all fee billable contract costs originated from NRC source offices, processed by LFT to produce Part 170 quarterly invoices, and posted to FFS (i.e., the core financial accounting system).

Deliverables

- a. License Fees Reconciliation Procedures- 20 business days from the date of award

Meetings

The contractor shall attend approximately weekly status meetings at NRC's Two White Flint North Building located at 11545 Rockville Pike, Rockville, Maryland. The date and time of each meeting will be coordinated between the contractor and the NRC Project Officer or designated alternatives.

NRC Furnished Materials/Equipment (GFE)

The NRC shall provide the contractor with the following items for use under task order:

Computer reports, financial and accounting documents, and other documentation relevant to this task order.

Personal computers, calculators, telephones, copy and facsimile machines will be provided to certain on-site contractor staff for support of this task order.

Progress Payments

Payments under this task order shall be in accordance with contract clause B.24, "Progress Payments - Commercial Items."