

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 2

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

BPA NO. NRC-DR-09-08-326

1. DATE OF ORDER SEP 26 2008		2. CONTRACT NO. (If any) GS23F8150H		6. SHIP TO:	
3. ORDER NO. NRC-T002		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
4. REQUISITION/REFERENCE NO. CFO-08-303				b. STREET ADDRESS	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Sharon M. Lim Mail Stop: TWB-01-B10M Washington, DC 20555				c. CITY Washington	e. ZIP CODE 20555
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR DEVA & ASSOCIATES, P.C.				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 1901 RESEARCH BLVD STE 410				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.	
d. CITY ROCKVILLE	e. STATE MD	f. ZIP CODE 208506120		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATION DATA Attention NRC Accounting Office - See Block 17(b) for appropriation data. DUNS 789017506 FSS CFO-08-303				10. REQUISITIONING OFFICE CFO	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALLBUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED					
13. PLACE OF		14. GOVERNMENT B/L NO. N/A		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 12/25/2008	
a. INSPECTION Destination	b. ACCEPTANCE Destination			16. DISCOUNT TERMS 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)
	<p>The U.S. Nuclear Regulatory Commission hereby awards Task Order #2 entitled "LFT Process Documentation". The task order shall be performed in accordance with the estimated level of effort (NTE) and price schedule stated below, and the attached Statement of Work.</p> <p>Period of Performance: 9/26/08 - 12/25/08</p> <p>Partner/Project Director</p> <p>Manager</p> <p>Senior Accountant</p> <p>The above labor rates are in accordance with BPA No. NRC-DR-09-08-326 under which this task order was issued.</p> <p>**Note to NRC Accounting Office** ACCOUNTING AND APPROPRIATION DATA</p> <p>Transfer \$20,570.70 previously obligated under BPA No. NRC-09-08-326 to this task order.</p> <p>B&R No.: 87N-15-SH1358, Job Code: L1965, BOC: 252A, Appropriation No.: 31X0200</p>					
					\$1,720.10	
					\$3,196.50	
					\$15,654.10	

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$20,570.70	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						\$20,570.70	17(i) GRAND TOTAL
a. NAME Department of Interior / NBC NRCPayments@nbc.gov							
b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue							
c. CITY Denver		d. STATE CO	e. ZIP CODE 80235-2230				

22. UNITED STATES OF AMERICA
BY (Signature)

Sharon M. Lim

23. NAME (Typed)
Sharon M. Lim
Contracting Officer
TITLE: CONTRACTING/ORDERING OFFICER

TEMPLATE ADM001

SUNSI REVIEW COMPLETE

ADM002

TASK ORDER TERMS AND CONDITIONS

NOT SPECIFIED IN THE CONTRACT

A.1 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

A.2 2052.215-70 KEY PERSONNEL (JAN 1993)

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

[REDACTED]

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.