

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 JUN 1 2009		2. CONTRACT NO. (If any) GS23F8150H		6. SHIP TO:	
3. ORDER NO. NRC-T004		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
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		4. REQUISITION/REFERENCE NO. 09-08-326T004		b. STREET ADDRESS	
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555
a. NAME OF CONTRACTOR DEVA & ASSOCIATES, P.C.		f. SHIP VIA		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.		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY ROCKVILLE	e. STATE MD	f. ZIP CODE 208506120		10. REQUISITIONING OFFICE CFO	
9. ACCOUNTING AND APPROPRIATION DATA B&R No.: 97N-15-5H1358, Job Code: L1965, BOC: 252A, Appropriation No.: 31X0200, Obligate: \$15,486.66 DUNS 789017506 CFO-09-328		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. WOMEN-OWNED		<input type="checkbox"/> e. HUBZone		<input type="checkbox"/> f. EMERGING SMALLBUSINESS	
13. PLACE OF		14. GOVERNMENT B/L NO. N/A		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 08/24/2009	
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)
	The U.S. Nuclear Regulatory Commission hereby awards Task Order #4 entitled "Biennial Review of Administrative Charges for Criminal History Checks." 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. Partner / Project Director Manager Period of Performance: 6/1/09 - 8/24/09 The above labor rates are in accordance with BPA No. NRC-09-08-326 under which this task order is issued.				\$5,340.90	
					\$10,145.76	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME Department of Interior / NBC NRCPayments@nbc.gov						17(i). GRAND TOTAL
	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		\$15,486.66			

22. UNITED STATES OF AMERICA BY (Signature) <i>Sharon M. Lim</i>	23. NAME (Typed) Sharon M. Lim Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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TEMPLATE - ADMIN

SUNSI REVIEW COMPLETE

ADM002

A.1 2052.215-70 KEY PERSONNEL (JAN 1993)

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



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.

**STATEMENT OF WORK
TASK ORDER NO.4 UNDER
CONTRACT NO. NRC-DR-09-08-326**

Title: Biennial Review of Administrative Charges for Criminal History Checks

Background

Under the Chief Financial Officers Act of 1990, the agency's Chief Financial Officer is required to perform a biennial review of fees and other charges imposed "for services and things of value it provides and make recommendations on revising charges to reflect costs incurred by it in providing those services and things of value" (31 U.S.C. 902(a) (8)). The Office of the Chief Financial Officer (OCFO) of the NRC requests financial management advice and guidance for matters concerning the CFO audit, and general financial and accounting support tasks.

NRC is designated, by legislation to collect fingerprint cards from licensees, submit the cards to the Federal Bureau of Investigation, and provide the results of the fingerprint checks to the licensee. NRC is authorized, by its appropriation legislation and section 149 of the Atomic Energy Act, to receive and retain fees from its licensees for services performed related to its Criminal History Program.

The NRC is currently billing licensees at a rate of \$36 per application for the processing of fingerprints.

Objective

Review of procedures for processing and implementing criminal history fees, and review of recoverable administrative charges for criminal history checks. The reviews should include, where applicable, an evaluation of internal control, policies and procedures. The final report should highlight findings along with recommendations for corrective action, if any.

Work Requirements

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

1. Review applicable legislative and regulatory requirements of the revised Federal Claims Collection Standards related to administrative costs which are recoverable by NRC related to the Criminal History Program.
2. Evaluate the March 13, 2007 biennial review document for findings or issues to be re-examined in this review. This prior Criminal History Review is attached for your reference in providing a proposal for this Task Order.
3. Utilize cost analysis techniques consisting primarily of interviewing NRC personnel to determine the direct labor, indirect costs, and other costs. Other costs would include fringe benefits, telephone charges, postage, and supervisory review. In addition, document a quick comparison of the costs to a previous review of another fee for service program, Materials Access Authorization/Information Access Authority (MAAP/IAAP) Program. The most recent MAAP/IAAP review report will be provided to the contractor upon award of the Task Order.
4. Prepare a written report on the results of the review which shall include the following:

- A. Summary of legislative and regulatory requirements related to the NRC Criminal History Program. (Note: the Energy Policy Act of 2005 expanded the Criminal History Program to cover more applicants; this was known at the time of the prior review.)
- B. Evaluation and conclusion regarding the adequacy of NRC's policies, procedures and practices related to fee processing for the NRC Criminal History Program.
- C. Schedule of the total estimated costs and the average unit cost associated with services provided by NRC under the NRC Criminal History Program.

Deliverables

1. The contractor shall provide a draft report of their findings and recommendations for the review no later than 3 weeks after task order award.
2. It is anticipated that the NRC will provide comments on the draft report to the contractor within one week of receipt. The contractor shall provide a final report within one week of receipt of NRC comments on the draft report.

Meetings

In addition to the interviews mentioned under Task 4 above, the contractor shall attend approximately 3 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 Technical Monitor or designated alternate.

NRC Furnished Materials/Equipment

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

1. Computer reports, financial and accounting documents, and other documentation relevant to this task order.
2. Access to NRC staff and information systems as needed to perform under the task order.

**BILLING INSTRUCTIONS FOR
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JUNE 2008)**

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.

Form: Claims 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."

Number of Copies: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nbc.gov

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop: O-4D15
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

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.

**BILLING INSTRUCTIONS FOR
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JUNE 2008)**

Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Format: Claims shall be submitted in the format depicted on the attached sample form entitled "Voucher/Invoice for Purchases and Services Other than Personal" (see Attachment 1). The sample format is provided for guidance only. The format is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed.

Billing of Cost after Expiration of Contract: If costs are incurred during the contract period and claimed after the contract has expired, you must cite the period during which these costs were incurred. To be considered a proper expiration voucher/invoice, the contractor shall clearly mark it "EXPIRATION VOUCHER" or "EXPIRATION INVOICE".

Final vouchers/invoices shall be marked "FINAL VOUCHER" or "FINAL INVOICE".

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

**BILLING INSTRUCTIONS FOR
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JUNE 2008)**

**INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL
(SAMPLE FORMAT - COVER SHEET)**

1. Official Agency Billing Office

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

2. Voucher Information

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- c. Contract Number. Insert the NRC contract number.
- d. Voucher/Invoice. The appropriate sequential number of the voucher/invoice, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- e. Date of Voucher/Invoice. Insert the date the voucher/invoice is prepared.
- f. Billing period. Insert the beginning and ending dates (day, month, and year) of the period during which costs were incurred and for which reimbursement is claimed.
- g. Required Attachments (Supporting Documentation).** Direct Costs. The contractor shall submit as an attachment to its invoice/voucher cover sheet a listing of labor categories, hours billed, fixed hourly rates, total dollars, and cumulative hours billed to date under each labor category authorized under the contract/purchase order for each of the activities to be performed under the contract/purchase order. The contractor shall include incurred costs for: (1) travel, (2) materials, including non-capitalized equipment and supplies, (3) capitalized nonexpendable equipment, (4) materials handling fee, (5) consultants (supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval), and (6) subcontracts (include separate detailed breakdown of all costs paid to approved subcontractors during the billing period) with the required supporting documentation, as well as the cumulative total of each cost, billed to date by activity.

**BILLING INSTRUCTIONS FOR
LABOR HOUR/TIME AND MATERIALS TYPE CONTRACTS (JUNE 2008)**

3. Definitions

- a. Non-capitalized Equipment, Materials, and Supplies. These are equipment other than that described in number (4) below, plus consumable materials, supplies. List by category. List items valued at \$1,000 or more separately. Provide the item number for each piece of equipment valued at \$1,000 or more.
- b. Capitalized Non Expendable Equipment. List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; or (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule.
- c. Material handling costs. When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures.

Sample Voucher Information (Supporting Documentation must be attached)

This voucher/invoice represents reimbursable costs for the billing period from _____ through _____.

		<u>Amount Billed</u>	
		<u>Current Period</u>	<u>Cumulative</u>
(f)	<u>Direct Costs:</u>		
	(1) Direct Labor	\$ _____	\$ _____
	(2) Travel	\$ _____	\$ _____
	(3) Materials	\$ _____	\$ _____
	(4) Equipment	\$ _____	\$ _____
	(5) Materials Handling Fee	\$ _____	\$ _____
	(6) Consultants	\$ _____	\$ _____
	(7) Subcontracts	\$ _____	\$ _____
	Total Direct Costs:	\$ _____	\$ _____