

**ORDER FOR SUPPLIES OR SERVICES**

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

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

1. DATE OF ORDER <b>MAY 21 2010</b>		2. CONTRACT NO. (If any) GS23F8150H		6. SHIP TO:	
3. ORDER NO. NRC-T006		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
4. REQUISITION/REFERENCE NO.		b. STREET ADDRESS		c. CITY Washington	
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		d. STATE DC		e. ZIP CODE 20555	
7. TO:		f. SHIP VIA		8. TYPE OF ORDER	
a. NAME OF CONTRACTOR DEVA & ASSOCIATES, P.C.		b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 1901 RESEARCH BLVD STE 410		d. CITY ROCKVILLE		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.	
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 B&R: 07N-15-5H1358, Job Code: L1965, BOC: 252A, Appropriation No: 31X0200, Obligate: \$100,000.00 DUNS: 789017506 FFS: CFO-10-332		10. REQUISITIONING OFFICE CFO		12. F.O.B. POINT Destination	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))		<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		16. DISCOUNT TERMS Net 30	
13. PLACE OF		14. GOVERNMENT B/L NO. N/A		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 5/20/2011	
a. INSPECTION Destination		b. ACCEPTANCE Destination			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The U.S. Nuclear Regulatory Commission hereby awards Task Order #6 entitled "Reconciliation Support for the Division of the Controller." The task order shall be performed in accordance with the estimated "Not to Exceed" level of effort and price schedule stated below, and the attached Statement of Work. Period of Performance: 5/21/10 - 5/20/11 5/21/10 - 10/31/10 Partner / Project Director  Senior Accountant  11/1/10 - 5/20/11 Partner / Project Director  Senior Accountant  The above labor rates are in accordance with BPA No: NRC-DR-09-08-326 under which this task order is issued.		Hours			
			Hours			
			Hours			
			Hours			

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
21. MAIL INVOICE TO:					
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	
SEE BILLING INSTRUCTIONS ON REVERSE				\$296,464.20	
				17(h) TOTAL (Cont. pages)	
				17(i) GRAND TOTAL	

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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ACCEPTANCE:

George D. Szamoras  
Signature

5/21/10  
Date

DIRECTOR  
Title

## TASK ORDER TERMS AND CONDITIONS

NOT SPECIFIED IN THE CONTRACT

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

### A.2 Other Applicable Clauses

[X] See Addendum for the following in full text (if checked)

52.216-18, Ordering

52.216-19, Order Limitations

52.216-22, Indefinite Quantity

52.217-6, Option for Increased Quantity

52.217-7, Option for Increased Quantity Separately Priced Line Item

[X] 52.217-8, Option to Extend Services

52.217-9, Option to Extend the Term of the Contract

### A.3 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

### A.4 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

**A.5 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (JUNE 2006)**

Prior to occupying any government provided space at the NRC Headquarters in Rockville, Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space via the NRC Project Officer from the Chief, Space Planning and Property Management Branch, Division of Facilities and Security. Failure to obtain this prior authorization may result in one or a combination of the following remedies as deemed appropriate by the Contracting Officer.

1. Rental charge for the space occupied to be deducted from invoice amount due the Contractor
2. Removal from the space occupied
3. Contract Termination

**A.6 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 30 day prior to expiration of the task order.

**A.7 2052.215-70 KEY PERSONNEL (JAN 1993)**

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



Project Director  
Senior Accountant  
Senior Accountant

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.

#### **A.8 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)**

The Period of Performance (PoP) for this requirement may extend beyond the Offeror's current PoP on their GSA Schedule. Offerors may submit proposals for the entire PoP as long as their current GSA Schedule covers the requested PoP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested PoP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire PoP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.

**STATEMENT OF WORK  
TASK ORDER NO. 6 UNDER  
BPA NO. NRC-DR-09-08-326**

Title: Reconciliation Support for the Division of the Controller  
Technical Monitor: Michele Kaplan 301-415-5256  
Designated Alternates: Susan Jones 301-415-6072

Background

It is the policy of the U.S. Nuclear Regulatory Commission to maintain its system of accounting and internal control in accordance with accounting principles and standards set forth in the Statements of Federal Financial Accounting Standards promulgated by the Federal Accounting Standards Advisory Board (FASAB) and to comply with the Budget and Accounting Procedures Act of 1950, as amended; the Federal Managers' Financial Integrity Act of 1982; the Chief Financial Officers Act of 1990; the Federal Financial Management Improvement Act of 1996; the Prompt Payment Act of 1999; and the requirements of other Federal statutes and Government regulations.

Objective

The objective of this task order is to obtain reconciliation and analysis support for NRC's Division of the Controller (DOC), Office of the Chief Financial Officer. The DOC is responsible for authorizing all non-payroll payments and recording such payments in the agency accounting system; managing the administrative control of funds of the NRC Central Allowance which includes all agency salaries and benefits (except for the Office of the Inspector General), contractor support for 15 headquarters offices, and travel funds for all headquarters office (except for the Office of the Inspector General); and compiling the Agency's quarterly financial statements.

The DOC needs contractor support to clear up a backlog of reconciliation and analysis activities for these functional areas; as DOC has outsourced certain functions, rejected items have increased. Contractor staff will research and clear rejected items in the general ledger, clear suspense items, review vendor table data and/or perform related tasks. Activities may include actions for any reconciliation and analysis area listed in the SOW for the BPA, as well as for related financial areas:

Equipment Inventory

Automated Data Processing (ADP) Software Inventory

Leasehold Inventory

Payroll

General Ledger Accounts

Cash Reconciliation Review

Deposit Clearing Account Review

General Clearing Account Review

## Contract review

Analysis of costs related to travel activities (e.g. invitational travel, permanent change of station, etc.)

Analysis of direct and indirect costs

Related areas could include clearing transactions for travel, commitments/obligations, contract closeout and other GL or suspense items for which issues have arisen, to ensure reconciliation of transactions is complete.

## Work Requirements

The project will entail performing account reconciliations and cost analyses for the DOC including recommending specific actions to be taken by NRC to correct any issues that arise during the course of the reconciliations and analyses. The contractor shall provide qualified personnel to perform the following tasks:

1. Reconcile spreadsheets, contract files, accounting reports and various other accounting records as assigned by the Project Officer (PO) or Technical Monitor (TM). The reconciliations should be completed within 10 business days of assignment unless a later date is designated by the PO or TM based on the length or level of detail of the assignment. The deliverable shall be the workpapers clearly showing the completed reconciliation(s).
2. Research and clear rejected items in the general ledger, clear suspense items, and perform related tasks. This assignment shall be monitoring and maintaining the accounting system suspense/reject file. Corrections shall be made within 7 business days of the assignment. The deliverable shall be the workpapers clearly showing the completed reconciliation.
3. Analyze the effects of any issues identified in the reconciliation/items clearance. Recommend corrective actions to NRC, if necessary. Recommendations shall be provided to the TM within 5 business days of completion of the analysis. The deliverable shall be the completed workpapers detailing the disposition of clearance and/or reconciliation.
4. Analyze workflow and processes to determine the most efficient approach and prepare business case, alternatives and/or cost-benefit analyses including available options, level of effort, resource requirements, and recommendations. The analyses shall be completed within 4 to 6 weeks from assignment. The deliverable shall be a completed analysis addressing the above items, as applicable.
5. Provide the NRC PM or TM with the latest information on any pending reconciliation, analysis, or corrective actions when requested, and during periodic update meetings. The contractor shall attend a meeting once every two weeks.
6. Perform biennial reviews of fees and other charges to comply with the Chief Financial Officers Act. The reviews shall be completed within 4 to 6 weeks from assignment. The deliverable shall be a report documenting the review.

7. As needed, the contractor shall prepare final workpapers to support the reconciliation activities and provide them to the TM within 5 business days of the completion of the reconciliation process. The deliverable shall be the workpapers clearly showing the completed reconciliation(s).

Deliverables

Reconciliation results clearly documented on workpapers, as described in Work Requirements, Items 1 and 2, above.

Monthly updates clearly documented on workpapers, per Work Requirements, Item 3, above.

Analyses as described in Work Requirements, Item 4, above.

Report as described in, Work Requirements, Item 6, above.

Work papers as described in Work Requirements, Item 7, above.

Meetings

The contractor shall attend approximately 12 monthly status meetings (an average of one per month) 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 alternate, and some meetings may be held via conference call.

NRC Furnished Materials/Equipment

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.
- Access to NRC staff and information systems as needed to perform under the task order.