

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 6

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

BPA NO. NRC-HQ-12-A-09-0005

1. DATE OF ORDER 1-17-2013		2. CONTRACT NO. (if any) GS23F8150H		6. SHIP TO:	
3. ORDER NO. NRC-HQ-13-0-09-0004		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. CFO-13-016		b. STREET ADDRESS	
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555
a. NAME OF CONTRACTOR DEVA & ASSOCIATES, P.C.		DUNS: 789017506		f. SHIP VIA	
b. COMPANY NAME		8. TYPE OF ORDER		<input type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY 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.	
c. STREET ADDRESS 1901 RESEARCH BLVD		d. CITY ROCKVILLE		e. STATE MD	f. ZIP CODE 208506120
9. ACCOUNTING AND APPROPRIATION DATA B&R: 2013-7N-51-G-153, Job Code: L1965, BOC: 252A, Appropriation No: 31X0200, Obligate: \$58,715.00 NAICS: 541211 Commitment No: 13-06-86		10. REQUISITIONING OFFICE CFO			
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. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB				12. F.O.B. POINT Destination	
13. PLACE OF		14. GOVERNMENT BAL. NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION Destination	b. ACCEPTANCE Destination	N/A		06/30/2013	
				16. DISCOUNT TERMS N/A	

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 No: NRC-HQ-13-0-09-0004 entitled "Accounts Receivable and Reconciliation Support for the Division of the Controller." The task order shall be performed in accordance with the estimated "Not to Exceed" level or effort indicated in the Price Schedule contained herein and in accordance with the attached Statement of Work. Period of Performance: 2/1/13 - 6/30/2013 Order Obligation: \$58,715.00 Order Ceiling: \$83,292.20					

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						
	b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue			PHONE: FAX:			
c. CITY Denver		d. STATE CO	e. ZIP CODE 80235-2230				17(i). GRAND TOTAL \$83,292.20

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Sharon M. Lim Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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OPTIONAL FORM 347 (REV. 2/2011) PRESCRIBED BY GSA/FAR 101-11.6 (2/2011)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

JAN 18 2013

ADM002

BPA No: NRC-HQ-12-A-09-0005
Task Order No: NRC-HQ-13-O-09-0004

ACCEPTANCE:

J. K. Lewis

Signature

1-16-2013

Date

President

Title

Contents

SECTION B - GENERAL TERMS **B-1**

- B.1 FSS-BPA TERMS AND CONDITIONS B-1
- B.2 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR Ch. 20 B-1
- B.3 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011) B-1
- B.4 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND
SUBCONTRACTOR EMPLOYEES (AUG 2011) B-1
- B.5 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC
HEADQUARTERS (AUG 2011) B-1
- B.6 CONSIDERATION AND OBLIGATION--TASK ORDERS (AUG 2011) ALTERNATE I
(AUG 2011) B-2
- B.7 2052.215-70 KEY PERSONNEL (JAN 1993) B-2
- B.8 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) B-2
- B.9 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL
SUPPLY SCHEDULE CONTRACT (AUG 2011) B-3
- B.10 GREEN PURCHASING (JUN 2011) B-3
- B.11 LIST OF ATTACHMENTS B-3

SECTION B - GENERAL TERMS

B.1 FSS-BPA TERMS AND CONDITIONS

This order is subject to the terms referenced in BPA NRC-HQ-12-A-09-0005 and the General Services Administration (GSA) Federal Supply Schedule Contract # GS23F8150H.

B.2 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

B.3 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011)

This order shall commence on 02-01-2013 and will expire on 06-30-2013.

B.4 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)

(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 entitled: "Your Rights Under the Energy Reorganization Act".

(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.

B.5 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (AUG 2011)

Prior to occupying any government provided space at NRC HQs 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, ADSPC. 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

B.6 CONSIDERATION AND OBLIGATION--TASK ORDERS (AUG 2011) ALTERNATE I (AUG 2011)

- (a) The ceiling of this order for services is \$83,292.20.
- (b) This order is subject to the minimum and maximum ordering requirements set forth in the contract.
- (c) The amount obligated for this order is \$58,715.00.
- (d) The Contractor shall comply with the provisions of FAR 52.232-20 - Limitation of Cost, for fully-funded delivery orders or task orders.

B.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 Officer
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.

B.8 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 days prior to the expiration date.

B.9 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (AUG 2011)

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.

B.10 GREEN PURCHASING (JUN 2011)

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy- efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements. <http://www.fedcenter.gov/programs/eo13514/>

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

B.11 LIST OF ATTACHMENTS

Attachment One – Pricing Schedule
Attachment Two – Statement of Work

PRICING SCHEDULE**Period of Performance: February 1, 2013 through June 30, 2013**

<u>CLIN</u>	<u>NRC Labor Category</u>	<u>GSA Labor Category</u>	<u>Estimated Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
001	Partner	Project Director II	20	\$204.29	\$4,085.80
002	Senior Accountant	Senior Accountant	832	\$95.20	\$79,206.40
TOTAL AMOUNT					\$83,292.20

STATEMENT OF WORK

Title: Accounts Receivable and Reconciliation Support for the Division of the Controller
Contracting Officer's Representative (COR): Carlyeamaryllis Nelson-Wilson, (301) 415-8147.

Background

It is the policy of the U.S. Nuclear Regulatory Commission (NRC) 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.

Additionally, the NRC is required to recover approximately 90 percent of its annual budget authority. In order to implement this requirement, the NRC assesses fees in compliance with the Omnibus Budget Reconciliation Act of 1990, as amended, and the Independent Offices Appropriation Act of 1952 (IOAA). The NRC assesses two types of fees, user charges and annual fees. User charges for inspection services and licensing actions for the reactor and materials programs are implemented under 10 CFR Part 170. Annual fees are established through 10 CFR Part 171 and recover generic and other regulatory costs not covered under 10 CFR Part 170.

Objective

The objective of this task order is to obtain reconciliation support, fee collection assistance and conduct biennial reviews for NRC's Division of the Controller (DOC), Office of the Chief Financial Officer (OCFO). The Chief Financial Officers Act of 1990 requires agencies to conduct a biennial review of fees, royalties, rents, and other charges imposed by agencies, and to make revisions to cover program and administrative costs incurred. All of the Biennial Reviews should be completed in accordance with Government Auditing Standards per GAO-12-331G ("The Yellow Book"). This references the professional standards and guidance, which provide a framework for conducting high quality government attestation engagements. Each year, the NRC revises the hourly rates for license and inspection fees and adjusts the annual fees to meet the fee collection requirements of the Omnibus Budget Reconciliation Act of 1990, as amended. Included but not limited to would be Audits on Criminal History Fees, Material Access Authorization, Information Access Authorization and Debt Collection, among other required Audits. The Contractor shall provide support to the DOC to clear a backlog of delinquent debt collection activity, biennial reviews and reconciliation assistance. OCFO has recently implemented a new core accounting system and delinquent debt has increased because of this implementation and process changes. Contractor staff shall research

delinquent debt in the accounting system and shall then contact the licensees to facilitate payment of the delinquent debt.

Work Requirements

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

1. Reconcile spreadsheets, contract files, accounting reports and various other accounting records as assigned by the COR. The reconciliations shall be completed within 10 business days of assignment unless a later date is designated by the COR based on the length or level of detail of the assignment. The deliverable shall be the work papers clearly showing the completed reconciliation
2. Research delinquent invoices as assigned by the COR. The delinquent invoices will be researched in FAIMIS, the NRC's core accounting system to ensure that no payment has been made.
3. Contact the licensee by phone and/or e-mail to determine the circumstances of the delinquency and to facilitate the licensees' resolution of the debt. Prepare work papers documenting the contact with the licensee.
4. Analyze the effects of any issues identified in the delinquent debt clearance process. Recommend corrective actions to the NRC, if necessary. The deliverable shall be the completed work papers detailing the disposition of the delinquent debt.
5. Provide the NRC COR with the latest information on the debt collection activities, analysis, and corrective actions when requested and during periodic update meetings. The Contractor shall attend a meeting once every two weeks.
6. As needed, the Contractor shall prepare the final work papers to support the delinquent debt collection activities and provide them to the COR within 5 business days of the completion of the delinquent debt review process. The deliverable shall be work papers clearly showing the completed review(s).
7. Examine source documents, review amounts & calculations for accuracy & reasonableness, document findings & concerns, recommend improvements & corrections as needed, create final reports as well as any other requirements necessary to perform a satisfactory audit.

Deliverables

- Reconciliation work papers
- Work papers documenting the status of each delinquent debt assigned
- Current and accurate Agency Accounts Receivable Schedule

Meetings

The Contractor shall attend approximately biweekly 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 COR or designated alternate. Some meetings may be held via conference call.

NRC Furnished Materials/Equipment

The NRC will 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.