

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 7 PAGES

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

BPA NC NRC-HQ-12-A-09-0005

1 7

1. DATE OF ORDER 5-14-2013		2. CONTRACT NO. (If any) GS23F8150H		6. SHIP TO	
3. ORDER NO. NRC-HQ-13-O-09-0005		4. REQUISITION/REFERENCE NO. CFO-13-046		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				b. STREET ADDRESS	
7. TO				c. CITY Washington	d. STATE DC
a. NAME OF CONTRACTOR DEVA & ASSOCIATES, P.C.				e. ZIP CODE 20555	
b. COMPANY NAME				f. SHIP VIA	
c. STREET ADDRESS 1901 RESEARCH BLVD				8. TYPE OF ORDER	
d. CITY ROCKVILLE				<input type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY	
e. STATE MD				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.	
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&E: 2013-7N-51-G-153, Job Code: L1965, BOC:252A, Appropriation No: 31x0200, Obligate: \$20,000.00 NAICS: 541211 DUNS: 789017506 Commitment No: 13-2C-44				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 a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT B/L NO. N/A	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 9/30/2013	
				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)
	<p>The U.S. Nuclear Regulatory Commission hereby awards Task Order No: NRC-HQ-13-O-09-0005 entitled "Accounts Receivable and Reconciliation Support for the Division of the Controller."</p> <p>The task order shall be performed in accordance with the Price Schedule and Statement of Work contained herein.</p> <p>Period of Performance: 6/1/13 - 9/30/13 Order Obligation: \$20,000.00 Order Ceiling: \$68,060.20</p>					

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_NBCDenver@NBC.gov						
	b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - DC770 7301 W. Mansfield Avenue						
	c. CITY Denver		d. STATE CO		e. ZIP CODE 80235-2230		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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OPTIONAL FORM 347 (REV. 2/2012)
PRESCRIBED BY GSA/FAR 48 CFR 53.213(f)

SUNSI REVIEW COMPLETE

MAY 15 2013

TEMPLATE - ADM001

ADM002

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

ACCEPTANCE:

Q. K. Leve

Signature

5-14-2013

Date

President

Title

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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 CONSIDERATION AND OBLIGATION--TASK ORDERS (AUG 2011)**

(a) The ceiling of this order for services is **\$68,060.20**.

(b) This order is subject to the minimum and maximum ordering requirements set forth in the contract.

(c) The amount presently obligated with respect to this order is **\$20,000.00**. The obligated amount shall, at no time, exceed the order 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 order, in accordance with FAR Part 43 - Modifications. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk and may not be reimbursed by the Government.

(d) The Contractor shall comply with the provisions of FAR 52.232-22 - Limitation of Funds, for incrementally-funded delivery orders or task orders.

B.4 52.232-22 LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next **60 days**, when added to all costs previously incurred, will exceed **75 percent** of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of--

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in paragraph (f)(2) of this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of--

(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

B.5 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.6 2052.215-70 KEY PERSONNEL (JAN 1993)

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

Partner
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.7 2052.215-72 PROJECT OFFICER AUTHORITY-ALTERNATE 1

(a) The contracting officer's authorized representative, hereinafter referred to as the project officer for this contract is:

Name: Carlyleamaryllis Nelson-Wilson

Address: U.S. Nuclear Regulatory Commission
Office of the Chief Financial Officer
Mail Stop – TWFN 9E2
Washington, DC 20555-0001

Email: CarlyleamaryllisNelson-Wilson@nrc.gov

Telephone: (301) 415-8147

(b) The project officer shall:

- (1) Place delivery orders for items required under this contract.
 - (2) Monitor contractor performance and recommend to the contracting officer changes in requirements.
 - (3) Inspect and accept products/services provided under the contract.
 - (4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (c) The project officer may not make changes to the express terms and conditions of this contract.

B.8 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011)

This order shall commence on June 1, 2013 and will expire on September 30, 2013.

B.9 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.10 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.11 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, bio-based, 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.12 LIST OF ATTACHMENTS

Attachment One – Pricing Schedule
Attachment Two – Statement of Work

PRICING SCHEDULE**Period of Performance: June 1, 2013 through September 30, 2013**Firm-Fixed Price CLINs

<u>CLIN</u>	<u>NRC Labor Category</u>	<u>GSA Labor Category</u>	<u>Hours per Month</u>	<u>Hourly Rate</u>	<u>Total Amount Per Month</u>
001*	Senior Accountant (June)	Senior Accountant	[REDACTED]	[REDACTED]	[REDACTED]
002*	Senior Accountant (July)	Senior Accountant	[REDACTED]	[REDACTED]	[REDACTED]
003	Senior Accountant (August)	Senior Accountant	[REDACTED]	[REDACTED]	[REDACTED]
004	Senior Accountant (September)	Senior Accountant	[REDACTED]	[REDACTED]	[REDACTED]

SUBTOTAL FIRM-FIXED PRICE**\$63,974.40**Labor Hour CLIN

<u>CLIN</u>	<u>NRC Labor Category</u>	<u>GSA Labor Category</u>	<u>Estimated Hours</u>	<u>Hourly Rate</u>	<u>NTE Total</u>
005	Partner	Project Director/II	[REDACTED]	[REDACTED]	[REDACTED]

SUBTOTAL LABOR HOUR**\$4,085.80****TOTAL TASK ORDER CEILING****\$68,060.20**

***Note:** At time of award it is unknown when the selected individual will receive their security clearance in order to be authorized to begin work. Therefore, if the security clearance is received after June 1, 2013, the firm-fixed price amount for the CLIN during which the individual begins performance will be prorated to the day that performance begins. A bilateral modification will be executed to revise the Pricing Schedule to reflect this proration.

STATEMENT OF WORK

Title: Accounts Receivable and Reconciliation Support for the Division of the Controller
Contracting Officer's Representative (COR): Carlyleamaryllis 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

Serves as the technical expert for the accounts receivable and debt collection functions for the Accounts Receivable Team, Division of the Controller, as well as the project manager for related interagency agreements and other procurement actions. Responsible for advising management on the implementation of accounts receivable and debt collection policies, procedures, and regulations in accordance with the Debt Collection Improvement Act, Federal Claims Collection Standards, Department of Treasury - Debt Management Services regulations and OMB Circular A-129. Specifically, this individual should handle Referrals, Instalment Loans, Processing of Orders, managing the "red folder" process, Non-Fee Debt, Bankruptcies, Write offs and the TROR report.

Work Requirements

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

1. Serves as the principal financial expert in the area of debt collection and general ledger subsidiary accounts receivable. Recommends policy changes to senior management in the NRC cost recovery program, directives and regulations of Parts 170 and 171 as it pertains to debt collection.

2. Serves as the agency project manager for accounts receivable and debt collection services provided by shared service providers and/or contractors. Develops interagency agreements, statements of work, and other documentation to ensure effective, efficient procurement of accounts receivable services. Obtains necessary authorizations/signatures on final documents.
3. Serves as the liaison to the shared service provider and/or contractors, monitoring performance under established agreements and ensuring that NRC staff perform functions reserved to the agency.
4. Coordinates regular, ongoing meetings and special topic meetings with the shared service provider and/or contractor to discuss operational or other issues. Ensures that disputes are resolved.
5. Develops and keeps updated contact information for the shared service provider, NRC staff, and contractors for Continuity of Operations Planning (COOP). Distributes the information periodically in accordance with the COOP to assure needed parties are informed.
6. Develops and implements procedures for the periodic review of shared service provider and/or contractor operations as they relate to the procedures and administration of the debt collection program (Parts 15 and 16). Conducts reviews to develop recommendations for improvements to service provider or NRC accounts receivable operations, and implements recommendations.
7. Responsible for estimating collections by class and for reporting on estimates compared to actuals.
8. Leads efforts to plan, establish, and maintain accounts and accounting controls required for recording billings and collections for license fees, inspection fees, indemnity fees, civil penalties, special projects, application fees, amendment fees, amounts owed by separating employees, FOIA collections, and all other billings and collections in accordance with generally accepted accounting standards.
9. Analyzes proposed policy changes, suggests proposed policy changes, and coordinates implementation of policy changes with NRR, NMSS, and Regions as they apply to Parts 15 and 16.
10. Coordinates the preparation of routine and non-routine reports for internal and/or external use on matters related to assigned duties and in accordance with the reporting requirements of the NRC, the Treasury, and the OMB. Coordinates NRC review and approval of reports including the preparation of the Treasury Report on Outstanding Receivables (TROR).

us 15 and 16). Conduct reviews to develop recommendations for improvements to service provider or NRC accounts receivable operations, and implements recommendations.

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11. Coordinates the preparations of legal notices pursuant to 10 CFR Part 2, 170 and 171. This includes Commission Orders of Revocation of licenses for non-payment of license and inspection fees.
12. Preparation and resolution of debt referrals to the US Treasury based on debt collection procedures.
13. Preparation of installment agreements based on NRC's rules, regulations and guidance.
14. Preparation of accounts receivable adjustments in NRC's Momentum financial accounting system including write-offs to debt and small entity certifications.
15. Develops proposed rules and revisions to the Commission's debt collection regulations of Part 15 and salary offset regulations of Part 16. Implements revisions to these regulations.
16. Establishes and implements debt collection procedures (Part 15) for agency account receivables and employee debts (Part 16).
17. Directs the shared service provider in the completion of periodic financial reports for NRC management on billings and collections.
18. As the agency technical expert for collection activities, represents NRC in meetings with Government agencies and industry in matters relating to collections and accounts receivables.
19. Serves on agency-wide teams or other efforts related to areas of responsibility.
20. Develops and gives presentations to NRC senior management pertaining to debt collection under Parts 15 and 16 and accounts receivables.
21. Provide any and all other Accounts Related, Fee Collection and/or Fee Billing tasks as requested by the Accounts Receivable Branch chief

Deliverables

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

Place of Performance and Meetings

The Senior Accountant shall perform full-time on-site at NRC Headquarters, Two White Flint North Building located at 11545 Rockville Pike, Rockville, Maryland. The Contractor shall attend approximately biweekly status meetings also located at NRC's Two White Flint North HQ.

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Building. 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.
- ☐ The Senior Accountant shall be provided with a workstation, computer, and telephone for use in performing the effort required by this SOW.