

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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

BPA NO. **NRC-36-06-347**

1 11

1. DATE OF ORDER 06/10/09		2. CONTRACT NO. (if any)		6. SHIP TO:			
3. ORDER NO. NRC-T003		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission			
4. REQUISITION/REFERENCE NO. 36-06-347T003		b. STREET ADDRESS ATTN.: Maryann Grodin Mailstop (O-5 E13)					
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Adelis M Rodriguez, 301-492-3623 Mail Stop TWB-01-B10M Washington, DC 20555-0001				c. CITY Washington		d. STATE DC	e. ZIP CODE 20555
7. TO:				f. SHIP VIA			
a. NAME OF CONTRACTOR KATOR PARKS & WEISER P LLC				8. TYPE OF ORDER			
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 1020 19TH ST NW STE 350				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 WASHINGTON		e. STATE DC	f. ZIP CODE 200366107	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 See CONTINUATION Page The money for this task order will be transferred from the BPA **See page 2 for more details**				10. REQUISITIONING OFFICE OIG Maryann Grodin (301) 415-5945			
11. BUSINESS CLASSIFICATION (Check appropriate box(es))						12. F.O.B. POINT	
<input checked="" type="checkbox"/> a. SMALL		<input type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED		<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	
<input type="checkbox"/> d. WOMEN-OWNED		<input type="checkbox"/> e. HUBZone		<input type="checkbox"/> f. EMERGING SMALL BUSINESS		N/A	
13. PLACE OF			14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS
a. INSPECTION Destination		b. ACCEPTANCE Destination		N/A		September 30, 2009	
						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 contractor shall perform the services in accordance with the attached SOW and the terms and conditions of the BPA NRC-36-06-347. The NRC hereby accepts the contractor's proposal dated June 1, 2009.</p> <p>See additional pages for details.</p> <p>Total obligated amount: \$57,500 (transferred from the BPA) Total order Ceiling: \$57,500 Period of Performance: 5/7/2009-9/30/2009</p> <p>Accepted:</p> <p>Signature _____ Date _____</p>					

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						17(i) GRAND TOTAL
c. CITY Denver		d. STATE CO	e. ZIP CODE 80235-2230			
22. UNITED STATES OF AMERICA BY (Signature) 				23. NAME (Typed) Jeffrey L. McDermott Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER		

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

ADM002

NRC-36-06-347
NRC-T003

A.1 ACCOUNTING INFORMATION

\$57,500 will be transferred from BPA NRC-36-06-347 to NRC-36-06-347 task order 003.
The initial accounting information for this money in the base BPA was as follows:
B&R: 630-15-6ZZ-392 Job: L3036 BOC: 252A Approp.: 31X0300 FFS: 3006RFPA347
DUNS: 116373101

A.2 PRICE SCHEDULE

Basic Requirement

Labor category	Est. Hours	Labor Rate	Total
Senior Attorney/ Partner	[REDACTED]	[REDACTED]	\$23,000.00
Senior Associate Attorney	[REDACTED]	[REDACTED]	\$34,500.00
Total	[REDACTED]	[REDACTED]	\$57,500.00

Optional Requirement

Labor category	Est. Hours	Labor Rate	Total
Senior Attorney/ Partner	[REDACTED]	[REDACTED]	\$46,000.00
Senior Associate Attorney	[REDACTED]	[REDACTED]	\$34,500.00
Total	[REDACTED]	[REDACTED]	\$80,500.00

TOTAL INCLUDING OPTION **\$138,000.00**

A.3 CONSIDERATION AND OBLIGATION

(a) The total estimated cost to the Government for full performance under this contract is \$57,500.

(b) The amount presently obligated by the Government with respect to this contract is \$57,500. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract 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 contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

**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 2052.211-71 TECHNICAL PROGRESS REPORT (JAN 1993)

The contractor shall provide a monthly Technical Progress Report to the project officer and the contracting officer. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, appropriate financial tracking code specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task/task order:

(a) A listing of the efforts completed during the period, and milestones reached or, if missed, an explanation provided;

(b) Any problems or delays encountered or anticipated and recommendations for resolution. If the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the contractor shall submit a separate letter to the contracting officer identifying the required change and estimated cost impact.

(c) A summary of progress to date; and

(d) Plans for the next reporting period.

A.6 2052.211-72 FINANCIAL STATUS REPORT (OCT 1999)

The contractor shall provide a monthly Financial Status Report (FSR) to the project officer and the contracting officer. The FSR shall include the acquisition of, or changes in the status of, contractor-held property acquired with government funds valued at the time of purchase at

NRC-36-06-347
NRC-T003

\$50,000 or more. Whenever these types of property changes occur, the contractor shall send a copy of the report to the Chief, Property and Acquisition Oversight Branch, Office of Administration. The report is due within 15 calendar days after the end of the report period and must identify the title of the project, the contract number, the appropriate financial tracking code (e.g., Job Code Number or JCN) specified by the NRC Project Officer, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report must include the following for each discrete task:

- (a) Total estimated contract amount.
- (b) Total funds obligated to date.
- (c) Total costs incurred this reporting period.
- (d) Total costs incurred to date.
- (e) Detail of all direct and indirect costs incurred during the reporting period for the entire contract or each task, if it is a task ordering contract.
- (f) Balance of obligations remaining.
- (g) Balance of funds required to complete contract/task order.
- (h) Contractor Spending Plan (CSP) status: A revised CSP is required with the Financial Status Report whenever the contractor or the contracting officer has reason to believe that the total cost for performance of this contract will be either greater or substantially less than what had been previously estimated.
 - (1) Projected percentage of completion cumulative through the report period for the project/task order as reflected in the current CSP.
 - (2) Indicate significant changes in the original CSP projection in either dollars or percentage of completion. Identify the change, the reasons for the change, whether there is any projected overrun, and when additional funds would be required. If there have been no changes to the original NRC-approved CSP projections, a written statement to that effect is sufficient in lieu of submitting a detailed response to item "h".
- (i) Property status:
 - (1) List property acquired for the project during the month with an acquisition cost between \$500 and \$49,999. Give the item number for the specific piece of equipment.
 - (2) Provide a separate list of property acquired for the project during the month with an acquisition cost of \$50,000 or more. Provide the following information for each item of property: item description or nomenclature, manufacturer, model number, serial number, acquisition cost, and receipt date. If no property was acquired during the month, include a statement to that effect. The same information must be provided for any component or peripheral equipment which is part of a "system or system unit."

NRC-36-06-347
NRC-T003

(3) For multi-year projects, in the September monthly financial status report provide a cumulative listing of property with an acquisition cost of \$50,000 or more showing the information specified in paragraph (i)(2) of this clause.

(4) In the final financial status report provide a closeout property report containing the same elements as described above for the monthly financial status reports, for all property purchased with NRC funds regardless of value unless title has been vested in the contractor. If no property was acquired under the contract, provide a statement to that effect. The report should note any property requiring special handling for security, health, safety, or other reasons as part of the report.

(j) Travel status: List the starting and ending dates for each trip, the starting point and destination, and the traveler(s) for each trip.

(k) If the data in this report indicates a need for additional funding beyond that already obligated, this information may only be used as support to the official request for funding required in accordance with the Limitation of Cost (LOC) Clause (FAR 52.232-20) or the Limitation of Funds (LOF) Clause FAR 52.232-22.

A.7 PLACE OF DELIVERY--REPORTS (JUN 1988)

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

(a) Project Officer (1 copies)

US Nuclear Regulatory Commission Mail Stop O5 E13 Washington DC 20555

Resource Name: maryann.grodin@nrc.gov

(b) Contracting Officer (1 copy)

Resource name: adelis.rodriquez@nrc.gov

**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

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

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.

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.

R:\txtselden\billing instructions LH or TM revised 2008

**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)

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

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.

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:	\$ _____	\$ _____

**STATEMENT OF WORK
FOR CONTRACTOR TO PROVIDE
EXPERT ATTORNEY SERVICES FOR FEDERAL EMPLOYMENT/EEO ISSUE**

I. SCOPE

The contractor shall provide high quality counsel, advice and representation for the evaluation, assessment, negotiation, and litigation of potential discrimination/misconduct/fitness for duty case.

II. REQUIREMENTS

The contractor shall provide high quality counsel, advice and representation for the evaluation, assessment, negotiation, and litigation of potential discrimination/misconduct/fitness for duty case. Using specific experience necessary, provide timely and expert services involving 1811 series criminal investigators, experience and knowledge of federal investigative requirements and NRC Office of Inspector General practices and procedures, the contractor shall be required to review pertinent files and documentation, including interviews, and accompanying background information, analyze issues relating to allegations of discrimination and potential misconduct/fitness for duty issues. Attorney services for pre-litigation actions to include: evaluation and assessment of the evidence related to alleged discrimination/misconduct/fitness for duty, and provision of draft correspondence/litigation documents for OIG management to use as guidance. The contractor shall attend meetings and participate in teleconferences to be scheduled by the NRC's Technical Project Officer. It is estimated that the contractor shall attend and participate in up to 10 meetings. The duration of these meetings is estimated to be 2 hours each.

The contractor shall be responsible for drafting correspondence, proposal and decision letters; answers, replies, briefs and discovery documents including interrogatories and requests for admissions. The Contractor shall also be responsible for preparing witnesses for deposition and hearing and for representation of the OIG at the Merit Systems Protection Board/EEOC hearings and other fora and providing support and coordination with Department of Justice.

A. Reporting Requirements

The contractor shall provide monthly status reports relating actions taken; hours expended and projected activity for the succeeding week. (In accordance with sections A.5 and A.6 of this order).

IV. DELIVERABLES:

The contractor shall deliver the following deliverables, as required by the MSPB/EEOC and federal court rules and regulations 5 CFR 1200 et. seq. and 29 CFR 1614, under this purchase order agreement:

1. Draft Correspondence/Proposal/Decision Letters
2. Draft Answers to complaints.
3. Draft Responses to discover requests.
4. Draft Litigation briefs.
5. Draft Settlement documents.

A. Deliverable Due Dates:

1. Evaluation of Evidence: Not later than 10 days after award.
2. Draft documents including, answers, responses, and briefs, as required by MSPB/EEOC regulations and federal court rules.
3. Draft settlement documents, not later than 3 calendar days after settlement terms are agreed to by NRC OIG Management.

V. PERIOD OF PERFORMANCE

The period of performance shall be from May 7, 2009 through September 30, 2009.