

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO. NRC-36-06-347

1. DATE OF ORDER JUN 28 2010		2. CONTRACT NO. (if any)		6. SHIP TO:			
3. ORDER NO. NRC-T004		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission			
4. REQUISITION/REFERENCE NO. OIG-06-347		FFS: 3010RFFPA347		b. STREET ADDRESS Attn: Maryann Grodin, 301-415-5945 Mailstop: O-5-E13			
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Jennifer A. DeFino, 301-492-3637 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 1200 18TH ST NW				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 WASHINGTON		e. STATE DC	f. ZIP CODE 200366107		10. REQUISITIONING OFFICE OIG		
9. ACCOUNTING AND APPROPRIATION DATA B&R: 030-15-622392 JCN: L3037 BOC: 252A APPR NO: 31X0300 DUNS: 116373101 FFS: 3010RFFPA347 OBLIGATE: \$89,000.00				12. F.O.B. POINT N/A			
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"/> d. SERVICE-DISABLED VETERAN-OWNED	
<input type="checkbox"/> d. WOMEN-OWNED		<input type="checkbox"/> e. HUBZone		<input type="checkbox"/> f. EMERGING SMALL BUSINESS			
13. PLACE OF				14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION Destination		b. ACCEPTANCE Destination		N/A		N/A	
				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>ISSUANCE OF TASK ORDER NO. 004</p> <p>TITLE: EXPERT ATTORNEY SERVICES FOR FEDERAL EMPLOYMENT/EEO ISSUES</p> <p>TOTAL TASK ORDER CEILING: \$89,000.00</p> <p>TOTAL FUNDING OBLIGATED: \$89,000.00</p> <p>PERIOD OF PERFORMANCE: 06/18/2010 - 06/18/2011</p> <p>The issuance of this Task Order does not amend any other terms and conditions of the subject BPA.</p> <p>Contractor Acceptance on Page 3 of 7</p>				See CONTINUATION Page	

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages) 17(i) GRAND TOTAL
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		\$89,000.00	
22. UNITED STATES OF AMERICA BY (Signature)				23. NAME (Typed) Stephen Pool <i>Stephen Berlowitz</i> Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER <i>6/23/10</i>		

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

JUL 2 2010

ADM002

NRC-T004

In accordance with Section A.5 Task Orders of Blanket Purchase Agreement (BPA) No. NRC-36-06-347 this definitizes Task Order No. 004. The effort shall be performed in accordance with the enclosed Statement of Work.

CONSIDERATION AND OBLIGATION

(a) The total estimated cost to the Government for full performance under this Task Order is \$89,000.00.

(b) The amount obligated by the Government with respect to this Task Order is \$89,000.00. 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.

DURATION OF CONTRACT PERIOD (MAR 1987)

This Task Order shall commence on June 18, 2010 and will expire on June 18, 2011.

PRICE/COST SCHEDULE

The following is a summary of the labor categories, number of hours and hourly labor rates.

Period of Performance: June 19, 2010 through June 18, 2011				
CLIN	Labor Category	Est. Hours	Labor Rate	Total
0001	Senior Attorney/Partner	[REDACTED]	[REDACTED]	[REDACTED]
0002	Senior Associate Attorney	[REDACTED]	[REDACTED]	[REDACTED]
0003	Travel The government will pay up to the rates specified in the Government Federal Travel Regulations (FTR) for travel destination. NO PAYMENT WILL BE MADE WITHOUT BACKUP DOCUMENTATION/RECEIPTS. *All travel must be approved in advance by the NRC Project Officer.*	LOT	N/A	[REDACTED]
Total				\$89,000.00

TECHNICAL/CONTRACTUAL POINTS OF CONTACT

Your contacts during the course of the work order are:

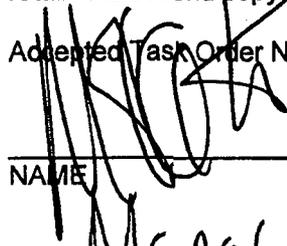
Technical Matters: Maryann Grodin, Project Officer
301-415-5945 or Maryann.Grodin@nrc.gov

Contractual Matters: Jennifer A. DeFino, Contract Specialist
301-492-3637 or Jennifer.DeFino@nrc.gov

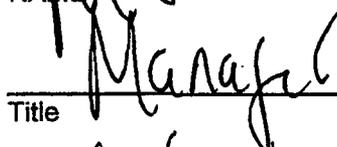
NRC-T004

Acceptance of Task Order No. 004 should be made by having an official, authorized to bind your organization, execute two copies of this document in the space provided and return one copy to the Contract Specialist. You should retain the second copy for your records.

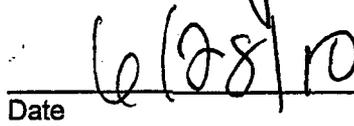
Accepted Task Order No. 004:



NAME



Title



Date

OTHER TASK ORDER TERMS AND CONDITIONS

A.1 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.2 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 \$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.

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(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."

(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.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.

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(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.

**STATEMENT OF WORK
EXPERT ATTORNEY SERVICES FOR FEDERAL EMPLOYMENT/EEO ISSUES**

SCOPE OF WORK

The contractor shall provide the U.S. Nuclear Regulatory Commission (NRC) with high quality counsel, advice and representation for the evaluation, assessment, negotiation, and litigation of potential discrimination/misconduct/fitness for duty cases. The contractor shall 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 and fitness for duty issues. Attorney services for pre-litigation actions to include: evaluation and assessment of the evidence related to alleged discrimination/misconduct and fitness for duty, including conducting investigative interviews, and provision of draft correspondence/litigation documents for OIG management to use as guidance. The contractor shall have the authority to order transcripts of interviews and investigations.

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 conducting depositions, preparing witnesses for deposition and hearing and for representation of the OIG at the Merit Systems Protection Board/EEOC hearings, including both formal and informal complaint processes, and other fora and providing support and coordination with Department of Justice.

REPORTING REQUIREMENTS

The contractor shall provide monthly status reports relating actions taken; hours expended and projected activity for the succeeding week.

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. Investigative reports/interviews/summaries
4. Draft Responses to discover requests.
5. Draft Litigation briefs.
6. Draft Settlement documents.

DELIVERABLE DUE DATES:

1. Evaluation of Evidence: Not later than 30 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.

PERIOD OF PERFORMANCE

June 18, 2010 through June 18, 2011