

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1 3

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

1 DATE OF ORDER 12-26-1999	2 CONTRACT NO. (if any) GS-22F-9784H	3 SHIP TO
3 ORDER NO DR-00-0069	MODIFICATION NO	4 REQUISITION-REFERENCE NO 70000050
5 ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: Mike Mills, Mail Stop T-7-1-2 Contract Management Branch Washington DC 20555		a NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Attn: Joan Higdon, Mail Stop T2F-18
7 TO		b STREET ADDRESS
		c CITY Washington
		d STATE DC
		e ZIP CODE 20555
		f SHIP VIA

a NAME OF CONTRACTOR Delany, Siegel, Zorn & Associates	b TYPE OF ORDER <input type="checkbox"/> a PURCHASE ORDER <input checked="" type="checkbox"/> b DELIVERY/TASK ORDER
b COMPANY NAME Attn: Dan Pagnano	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
c STREET ADDRESS 455 West Broadway	Except for billing instructions on the reverse, this delivery/task 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 Boston	e STATE MA
f ZIP CODE 02127	

9 ACCOUNTING AND APPROPRIATION DATA Job Code: DL352, B&R No. 0-7P15-513110 BCC:252A, Fund Source: X0200	10 REQUISITIONING OFFICE \$2,500.00
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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
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12 F.O.B. POINT Destination	14 GOVERNMENT B/L NO	15 DELIVER TO F.O.B. POINT ON OR BEFORE	16 DISCOUNT TERMS As Stated Below
13 PLACE OF a INSPECTION b ACCEPTANCE		Net 30	

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>This Blanket Purchase Agreement is subject to the terms and conditions set forth under GSA Federal Supply Schedule Contract No. GS-22F-9784H, to conduct Alternative Dispute Resolution Services (ADR) in accordance with the attached Work (Attachment 2).</p> <p>Period of Performance: Date of award through September 30, 2000, with an option to extend the period of performance for one (1) year.</p> <p>The rates shall be in accordance with the attached GSA Schedule price list (Attachment 1).</p> <p>FAR clause 52.217-9 "Option to Extend the Term of the Contract" is hereby incorporated in this order (Attach.3)</p> <p>FAR clause 52.232-33 "Mandatory Information For Electronic Funds Transfer Payment" is hereby incorporated by reference.</p>					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	SUBTOTAL
21. MAIL INVOICE TO:			17(h) TOTAL (Cont. pages)
a. NAME U.S. Nuclear Regulatory Commission Office of the Chief Financial Officer			17(i). GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) Attn: GOV/COM Acctng. Section T-9H4			
c. CITY Washington	d. STATE DC	e. ZIP CODE 20555	\$.00

22. UNITED STATES OF AMERICA BY (Signature) <i>Michael Mills</i>	23. NAME (Typed) Michael Mills
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TITLE: CONTRACTING/ORDERING OFFICER

ORDERING PROCEDURES AND LIMITATIONS: CALL NUMBERS

Orders placed under this BPA may be verbal with written confirmation to be sent to the Contractor (via facsimile or mail). Such orders are hereinafter referred to as calls. Each call placed will be assigned a sequential call number.

The Government is obligated only to the extent of authorized calls made under the GSA Federal Supply Schedule with the terms and conditions specified herein. The aggregate amount of calls under this order may not exceed \$2,500.00 which includes \$500.00 allocated for travel.

AUTHORIZATION TO PLACE CALLS:

The following NRC employees (ordering officials) are authorized to place calls up to \$2,500.00 only:

Marva Gary 301-415-7382 (Project Officer)

Any calls in excess of \$2,500.00 are to be authorized by the Contracting Officer.

The Contractor shall accept orders against this BPA order from a Contracting Officer or those authorized ordering officials indicated above, and the Government will be obligated only to the extent of such orders.

The NRC representatives shall provide the Contractor with written confirmation of the call sheet of the work/services to be performed when placing calls against this order.

DELIVERIES:

All deliveries shall be made within the delivery schedule agreed upon by the Contractor and the ordering official at the time the call is placed within the terms and conditions specified herein.

In the event of any delay in meeting the agreed upon delivery date, the Contractor shall provide an explanation to the NRC Project Officer.

PRICING AND INVOICES: See Attachment 1 for rates.

An itemized summary invoice/statement shall be submitted monthly containing only those calls completed during the monthly period, listing the call number, purchase order number and amount due. Submit the invoices/statement in duplicate to the address listed at the bottom of page 1: (STATE PURCHASE ORDER NUMBER ON ALL INVOICES)

Contractor Point of Contact: Dan Pagnano (617) 269-0849

Local travel costs when applicable (exceeds 100 miles from where the ADR service is provided) shall be in accordance with the Contractor's GSA Federal Supply Schedule contract.

Delany, Siegel, Zorn & Associates

Where the NRC cancels or postpones a scheduled mediation meeting, the NRC will reimburse the Contractor for any long distance travel expenses incurred after approval by the NRC Project Officer, which the Contractor is unable to cancel without penalty or forfeiture.

Attachment 1

Pricing for Alternative Dispute Resolution:

SIN 595-13 Alternative Dispute Resolution Hourly Rates

November 1, 1999 through October 31, 2000.

Labor category	Geographical Area 1	Geographical Area 2	Geographical Area 3
Mediator	\$133.00	\$149.00	\$149.00

November 1, 2000
through October 31, 2001

	\$135.00	\$151.00	\$151.00
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STATEMENT OF WORK ALTERNATIVE DISPUTE RESOLUTION

OBJECTIVE: To secure qualified and experienced Alternative Dispute Resolution (ADR) services, under a Blanket Purchase Agreement (BPA), to attempt resolution of allegations of discrimination raised with the U.S. Nuclear Regulatory Commission (Agency or NRC), on the basis of race, color, religion (including religious accommodation), gender (including sexual harassment), national origin, age, mental or physical disability (including reasonable accommodation), or reprisal.

The Contractor shall have qualified ADR personnel available to provide mediation services at the Agency's Headquarters office in Rockville, Maryland and its four regional offices: Region I - King of Prussia, Pennsylvania; Region II - Atlanta, Georgia; Region III - Lisle, Illinois; Region IV - Arlington, Texas. The Contractor shall have sufficient number of ADR professionals available to ensure that travel, where possible, is limited to local travel within the Washington, D.C., metropolitan area and the local commuting areas surrounding the NRC's four regional offices.

BACKGROUND: The Agency's ADR Program will operate as a centralized function administered by the Office of Small Business and Civil Rights (SBCR), from its Headquarters office located in Rockville, Maryland. SBCR is responsible for attempting to resolve claims of discrimination throughout the administrative process, including the informal pre-complaint counseling stage. The goal of SBCR is to increase the number of claims resolved during the early stages of the Agency's administrative discrimination complaint process and at the lowest level possible through the use of ADR techniques.

The ADR process will not replace already existing Equal Employment Opportunity (EEO) administrative complaint procedures, but will supplement them in an effort to resolve claims of employment discrimination before and after a formal complaint has been filed. The time requirements of the informal and formal complaint processes are either held in abeyance or extended pending the outcome of the ADR process. Periods of extension granted shall be in accordance with Equal Employment Opportunity Commission (EEOC) regulations, 29 CFR Part 1614 (1999).

The Agency will use mediation as its primary form of ADR. The Agency will designate an ADR Coordinator to serve as the contact person. The ADR Coordinator will be responsible for ensuring that the ADR services are provided in an efficient and effective manner, and in accordance with the EEO laws, rules and regulations stated below.

APPLICABLE AUTHORITIES: Authorities applicable to the services provided by the Contractor include, but are not limited to the following:

- (A) Title VII of the Civil Rights Act of 1964, as amended.
- (B) Civil Rights Act of 1991.
- (C) The Age Discrimination in Employment Act of 1967, as amended.
- (D) The Rehabilitation Act of 1973, as amended.
- (E) Executive Order 11478 - Equal Opportunity in the Government, as amended.
- (F) 29 C.F.R. Part 1614 - Equal Employment Opportunity in the Federal Government, revised July 12, 1999 (effective November 9, 1999).
- (G) 5 C.F.R. Part 1200 - Merit Systems Protection Board.
- (H) Equal Pay Act of 1963, as amended.
- (I) EEOC Management Directive (MD) 110 (1999), Chapter 3 Alternative Dispute Resolution, and Appendix H, EEOC Notice No. 915.002, dated July 7, 1995, Equal Employment Opportunity Commission's Alternative Dispute Resolution Policy Statement.
- (J) Americans with Disabilities Act of 1990
- (K) Administrative Dispute Resolution Act of 1996 (Public Law 104-320, 110 Stat. 3870).

SPECIFIC REQUIREMENTS:

A. Agency Responsibilities

The ADR Coordinator will request the services of a mediator within five (5) days of receipt the parties written Agreement to Participate in ADR through a order under the BPA. Such orders are hereinafter referred to as calls. The calls will include information about the case to be assigned and the cost for services based on the Contractor's GSA Federal Supply Schedule contract and price list under this Blanket Purchase Agreement.

Upon receipt of the signed call accepting the assignment and information on the mediator assigned, the ADR Coordinator will provide the Contractor the following information (if requested by the Contractor, information can be forwarded directly to the mediator).

Information Regarding the Parties to the Dispute

- (1) Parties' name, office/division/branch/section, title, grade and series of current position (if former employee, provide information for position at the time claim of discrimination arose and if applicant, provide information for the position applied for)
- (2) Office/division/branch/section where the claim of discrimination arose
- (3) Name, address and telephone number of the parties' representatives

Description of the Issues/Claim(s)

- (4) Date(s) of issues/claim(s)
- (5) Issue(s)/claims and basis(es) alleged
- (6) Type of issues/claim(s) (statute, theory of discrimination, individual harm, class, consolidated or joint, mixed case, compensatory damages, etc.)

Documents/Resources

- (7) Copy of parties signed Agreement to Participate in ADR
- (8) Copy of documents and name, title, and telephone number of Agency personnel that may be needed to facilitate a resolution.
- (9) Name, title, and telephone number of ADR Coordinator and Agency official with signature authority to sign the settlement agreement in the event the matter is resolved.
- (10) Copy of Rights and Responsibilities in the ADR process signed by the parties.
- (11) Agency's Letter of Authorization for the Mediator to provide these services.

Logistics

- (12) Provide private meeting space for the on-site visit.
- (13) Provide other accommodation(s)/aid(s) which may be requested by persons with disabilities.
- (14) Coordinate and negotiate cost(s) for the resolution of like and related issues raised after acceptance of the task order by the Contractor.
- (15) Make available Agency officials who will be able to respond to questions, who have authority to resolve the dispute, and who will be able to sign a settlement agreement on behalf of the Agency.

B. Contractor Responsibilities

At the time the award is made, the Contractor shall supply the name and resume for each mediator they plan to use to provide services under the BPA.

To minimize travel expenses, the Contractor shall make every effort to assign a mediator located within the state where the major portion of the service is to be conducted. Any long distance travel expenses (airline, hotel, rental car, etc.), requested in connection with the mediation services must be submitted to the ADR Coordinator for approval three (3) work days (Monday-Friday), prior to anticipated travel. Travel expenses will be approved in accordance with Federal Travel Regulations.

Assignments will be made by the ADR Coordinator through a call. Within five (5) days of receipt of the call, the Contractor shall return the signed call sheet to the ADR Coordinator accepting the assignment. |

At a minimum, the Contractor shall include the following steps in the ADR process:

1. ADR Action Plan

The Contractor shall develop an ADR Action Plan (Plan), including milestone dates. The Plan shall be provided to the ADR Coordinator in accordance with the time frames of this Statement of Work (SOW). The Plan shall include the name, telephone number, fax number, and address of the mediator assigned. If a resume has not been previously provided for the mediator, a copy of the individual's resume detailing his/her ADR experience should be submitted with the Plan.

2. Review of Agency Dispute File

The Contractor shall review the information provided by the ADR Coordinator which shall include a description of the issues/claims and bases alleged, date each alleged discriminatory action occurred, types of issues/claims, documents provided by the aggrieved person or complainant, and information on how to contact the parties to the dispute and their representatives.

3. Meetings

The Mediator shall advise the principal parties of the time and place for the ADR meeting(s). The Mediator shall conduct meetings, jointly or separately, and shall explore various options with the parties for resolving the dispute. Meetings shall be conducted during normal duty hours of the principal parties. Like or related issues raised during the ADR process shall also be mediated by the Mediator, after coordination and negotiation of price(s) with the ADR Coordinator and Project Officer in the event the dollar amount in the call sheet has to be amended.

a. Initial Meeting

The Mediator shall, before beginning ADR and throughout the process, review with the parties the ADR process and respective responsibilities of the Mediator and the parties; affirm the parties' willingness to participate in the process; and, fully explain EEO procedures and guidelines relating to ADR. The Mediator shall provide each party a copy of the Letter of Authorization and Notice of Rights and Responsibilities, prior to beginning the meeting. A copy of these two documents should also be provided to each participant in the mediation process. A copy of the Letter of Authorization should be provided to Agency personnel when requesting documents in connection with the matter before the Mediator.

b. Identification of Issue(s)/Claim(s) and Basis(es)

The Mediator shall encourage and elicit sufficient information from the parties to ensure that the issue(s)/claim(s) and basis(es) are clearly defined.

c. Agreement

If the issue(s)/claim(s) is resolved in full or part, the Mediator shall assist the parties in putting the terms and conditions of the proposed agreement in writing, and forwarding the proposed agreement to the ADR Coordinator for review and approval before obtaining concurrences and signatures from the appropriate parties and Agency official, where applicable. An extension of up to five (5) days may be permitted by the ADR Coordinator to obtain signatures. The Mediator shall forward two signed original agreements to the ADR Coordinator. The ADR Coordinator shall provide an original agreement to the aggrieved person or complainant and the other shall be maintained by the ADR Coordinator.

If the matter is not resolved during mediation or either party requests that mediation be terminated, the Mediator shall terminate mediation and notify the ADR Coordinator in writing. The Mediator shall also return the case to the ADR Coordinator for appropriate action.

d. Closure

When it becomes apparent to the Mediator that resolution will not be reached or either party requests to terminate mediation, the Mediator shall inform the parties that their efforts to settle the dispute have been unsuccessful and terminate the ADR process. The Mediator shall return the case to the ADR Coordinator for appropriate action.

C. Information Exchange

The Mediator shall maintain confidentiality in the storage and disposal of records, and shall render anonymous, as applicable, all identifying information when materials are used to explore relief.

D. Impartiality

The Mediator is obligated to maintain impartiality toward all participants during the ADR process. The role of the Mediator is to facilitate the discussion and help the parties reach a mutually acceptable resolution of their problem. The Mediator shall have no authority to make decisions or act as a judge or arbitrator or to act as an advocate or attorney for either party to the dispute. If the parties cannot agree on a resolution, the Mediator shall not impose a resolution nor offer judgment as to which party, if any, is at fault.

E. Conflict of Interest

If, for any reason, the Agency or the Contractor determines that the Contractor and/or an employee of the Contractor poses potential, perceived or real conflict of interest, the Agency shall notify the Contractor or the Contractor shall notify the Agency of the potential, perceived or real conflict of interest and the Contractor and/or the contract employee shall cease all work or reassign the call, or proceed at the discretion of the Agency. At the Agency's option, the Contractor may provide an acceptable replacement mediator.

F. Computation of Time

All time periods specified in this SOW stated in terms of days are calendar days, unless otherwise stated. When computing time, if the last day of the period falls on a Saturday, Sunday or Federal holiday, the period shall be extended to the next business day. The period for each mediation assignment shall be computed from the day after the Contractor's receipt of the Agency's information about the case up to the date the settlement agreement is signed by all of the parties or the date of the Mediator's written notification that ADR was not successful.

G. Confidentiality

All information revealed during the ADR process is confidential. The Mediator shall advise the parties to the resolution attempt of their obligation to resist disclosures of information about the contents and outcomes of the ADR process. Electronic devices used for recordings or transcripts of ADR proceedings or conferences shall not be utilized by the Mediator in connection with the ADR function.

H. Representation

Employees who elect to participate may be represented by an attorney or non-attorney of their choosing during the ADR process unless the representative named poses a potential, perceived or real conflict of interest.

I. ADR Time frame

The time frame for each ADR service will be determined when the service is ordered. It is expected that an average ADR service will be about 4 hours. All services must be performed within the statutory time frames set forth (including periods of extensions) in EEOC regulations, 29 CFR Part 1614 (1999).

J. Delay of Work

To avoid unnecessary delays, the Contractor or Mediator is required to bring to the attention of the ADR Coordinator any incidents of excessive time taken by any NRC employee to cooperate in the conduct of the mediation process. The ADR Coordinator shall attempt to resolve the delay and shall advise the Contractor and Mediator on how to proceed. Requests for extensions by the Contractor will be recorded as "approved and granted" if the delay was promptly brought to the attention of the ADR Coordinator.

and the Contractor has provided documentation to show that the delay was not the fault of the Contractor or Mediator.

If it is determined that a request for extension was due to unnecessary delays by the Contractor or Mediator, or that the Contractor or Mediator failed to bring the matter to the attention of the ADR Coordinator in a timely manner, the request for extension will be documented as "granted but not approved" and considered as unsatisfactory performance of service in evaluating the contractor's performance under the terms and conditions of the BPA. Extensions will also be granted by the ADR Coordinator in those instances when the ADR Coordinator requests that the services be suspended due to circumstances deemed appropriate. The period of extension granted will be determined, in part, by the amount of work remaining at the time the suspension occurred and if the work can be accomplished within the statutory times or period of extension set forth in EEOC regulations, 29 CFR Part 1614.

K. Key Agency Personnel

Project Officer

Marva C. Gary, Civil Rights Program Manager
Office of Small Business and Civil Rights
301-415-7382

The Civil Rights Program Manager will serve as Project Officer. The Project Officer shall be responsible for the overall BPA and will serve as the liaison between the Contractor and the Agency's Division of Contracts and Property Management.

ADR Coordinator - To be Named

The ADR Coordinator will be responsible for assigning cases for mediation at both the informal pre-complaint and formal stages of the discrimination complaint process and ensuring that the Contractor receive the necessary cooperation from Agency personnel to complete the services within the established time frames, and that the resulting work products meet the quality standards set forth herein.

L. Model Standards of Conduct

The Contractor is required to adhere to the Model Standards of Conduct for Mediators promulgated by the Society of Professionals in Dispute Resolution, the American Arbitration Association, and the American Bar Association.

M. Delivery

1. Delivery of the ADR Action Plan shall be made to the ADR Coordinator within five (5) days of the receipt of the Agency's information on the case assigned. The ADR Action Plan may be forwarded to the ADR Coordinator by fax at 301-415-5953.
2. Within three (3) days of receipt of the ADR Action Plan, the ADR Coordinator shall accept, reject, or request modification of the Plan. In cases of either rejection or modification, the Contractor shall make the changes at no additional cost and forward the required modifications to the ADR Action Plan within three (3) days of receipt of the ADR Coordinator's comments. If any deliverables are still unacceptable after changes, the ADR Coordinator in coordination with the Project Manager may terminate the call.
3. The Contractor shall deliver the executed settlement agreement to the ADR Coordinator within three (3) days of receipt of the executed agreement containing the concurrences and signatures from appropriate parties.
4. Information may be forwarded to the ADR Coordinator, as follows:

Express mail or hand delivery:

U.S. Nuclear Regulatory Commission
ATTN: Office of Small Business and Civil Rights
Mail Stop T-2 F18, Two White Flint North
11545 Rockville Pike
Rockville, Maryland 20852-2738.

U.S. mail:

U.S. Nuclear Regulatory Commission
ATTN: Office of Small Business and Civil Rights
Mail Stop T-2 F18
Washington, D.C. 20555-0001.

Fax: 301-415-5953

N. Period of Performance of the BPA

From the date of the award through September 30, 2000, with one (1) year renewal option.

O. Cost of Services

The Contractor will be paid for services in accordance with the GSA Federal Supply Schedule and the Contractor's Federal Supply Schedule Price List in effect under this Blanket Purchase Agreement.

Attachment 3

52.217-9

Option to Extend the Term of the Contract
(Mar 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the expiration on this contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not continue beyond September 30, 2001.

(End of clause)