ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 10

IMPORTANT: Mark all packages and papers with contract and/or order numbers. BPA NO.

1. DATE OF ORDER: NOV 28 2007
2. CONTRACT NO. (If any): GS15F0036L
3. ORDER NO.: NRC-DR-27-08-0006 MODIFICATION NO.:
4. REQUISITION/REFERENCE NO.: SBC08301

5. ISSUING OFFICE (Address correspondence to)
U.S. Nuclear Regulatory Commission
Division of Contracts
Attn: Danielle Emche
Mail Stop T-7-I-2
Washington, DC 20555

6. SHIP TO:
a. NAME OF CONSIGNEE: U.S. Nuclear Regulatory Commission
b. STREET ADDRESS: Attn: Lori Suto-Goldsby
Mail Stop: O-3H8
c. CITY: Washington
d. STATE: DC
e. ZIP CODE: 20555
f. SHIP VIA:

7. TO:
a. NAME OF CONTRACTOR: DANOFF AND DONNELLY ATTORNEYS AT LAW
b. COMPANY NAME:
c. STREET ADDRESS: 4688 BEECHWOOD RD
d. CITY: ELLICOTT CITY
e. STATE: MD
f. ZIP CODE: 210436802

8. TYPE OF ORDER
[ ] a. PURCHASE
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.
[X] b. DELIVERY
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
JOB CODE: D1352 B&R NO: 87P155C1316
BOC: 252A APP: 31X0200
DUNS NO: 10-117-6097 Obligate: $5,000.00

10. REQUISITIONING OFFICE: SDB
SDB

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
[X] a. SMALL [ ] b. OTHER THAN SMALL [X] c. DISADVANTAGED [ ] g. SERVICE-DISABLED VETERAN-OWNED
[X] d. WOMEN-OWNED [ ] e. HUBZone [ ] f. EMERGING SMALLBUSINESS

12. F.O.B. POINT: Destination

13. PLACE OF
a. INSPECTION
b. ACCEPTANCE

14. GOVERNMENT B/L NO.

15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date): see below.

16. DISCOUNT TERMS: Net 30

17. SCHEDULE (See reverse for Rejections) See CONTINUATION Page

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	All terms and conditions of this Blanket Purchase Agreement follow those set forth by the relevant GSA Federal Supply Schedule and shall hereby be applied to: **Contract Nos. GS-22F-9784H and GS-15F-0036L.** Ordering shall impart following the procedures for Alternative Dispute Resolution Mediation services (enclosure 1), and shall be placed in accordance with FAR 8.405, the Statement of Work (enclosure 2) and cost proposal (enclosure 3). Ceilings amounts are the total shared by all vendors under the agreement. Vendors' aggregated awards shall not exceed ceilings granted for each performance period. Base Year Period of Performance: 12/05/07 – 12/06/08; Ceiling: $10,000 Option Year 1 Period of Performance: 12/05/08 – 12/06/09; Ceiling: $10,700 Option Year 2 Period of Performance: 12/05/09 – 12/06/10; Ceiling: $11,000 Option Year 3 Period of Performance: 12/05/10 – 12/06/11; Ceiling: $11,200 **Total Ceiling Amount: $42,900** **Please indicate your acceptance of this BPA by having an authorized official sign 3 copies of this page. Return 2 copies to the NRC Contract Officer and retain the 3rd for your records. HEREBY ACCEPTED:** Name and Title: Margaret H Donnelly, Partner Date: 11-14-07					

18. SHIPPING POINT
19. GROSS SHIPPING WEIGHT
20. INVOICE NO.

SEE BILLING INSTRUCTIONS ON REVERSE

21. MAIL INVOICE TO:
a. NAME: U.S. Nuclear Regulatory Commission
Office of the Chief Financial Officer
b. STREET ADDRESS (or P.O. Box): Payment Team, Mail Stop T-9H4
c. CITY: Washington
d. STATE: DC
e. ZIP CODE: 20555

17(h) TOTAL (Cont. pages)
17(i). GRAND TOTAL

22. UNITED STATES OF AMERICA
BY (Signature)

23. NAME (Typed)
Stephen Pool
Contracting Officer
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

TEMPLATE ADM001

SUNSI REVIEW COMPLETE NOV 30 2007

ADM002

STANDARD FORM 347 (REV. 4/2006)
PRESCRIBED BY GSA/FAR 48 CFR 53.213(f)

AUTHORITY

This BPA is entered into pursuant to the terms of the BPA holder's FSS contract and FAR 8.404(b) (4).

DESCRIPTION OF AGREEMENT

Under this agreement, the BPA holder shall provide Accounting and Financial Services. The above services and/or supplies shall be provided when ordered by an authorized Contracting Officer during the specified period stated in the paragraph titled "Term of BPA". This BPA is for support to US Nuclear Regulatory Commission (including geographically separated units and operating locations) only.

SERVICES AND/OR SUPPLIES AVAILABLE UNDER THIS BPA

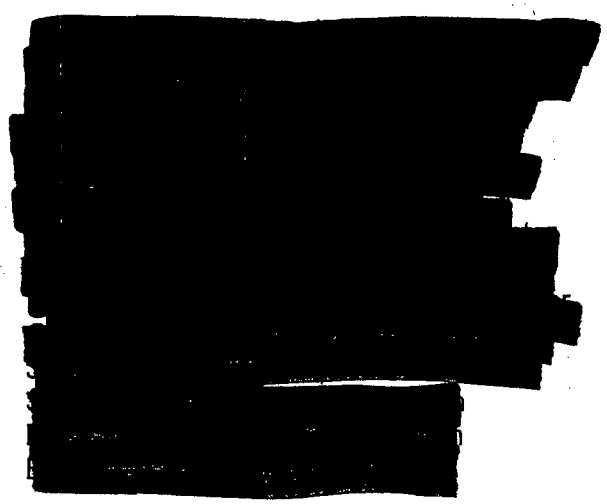
Enclosures 1, 2 and 3, describe the procedures, services and pricing, which apply to orders placed under this BPA.

PREVAILING TERMS AND CONDITIONS

All orders placed against this BPA are subject to the terms and conditions of the GSA FSS Contract and all clauses and provisions in full text or incorporated by reference herein:

A.1 2052.215-70 KEY PERSONNEL (JAN 1993)

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



The contractor agrees that personnel may not be removed from the BPA 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 BPA 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 con-currence 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 BPA 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 BPA or the service order, the BPA 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 BPA price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

A.2 PROJECT OFFICER AUTHORITY (ALT 2) (FEB 2004)

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

Name: Lori Suto Goldsby

Address: U.S. Nuclear Regulatory Commission
Office of Small Business and Civil Rights
Mail Stop: O-3H8
Washington, DC 20555

Telephone Number: 301-415-0590

(b) The project officer shall:

(1) Place delivery orders for items required under this BPA up to $3,000. Orders over $3,000 will be placed by the contracting officer.

(2) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(3) Inspect and accept products/services provided under the BPA.

(4) Review all contractor invoices/vouchers requesting payment for roducts/services provided under the BPA and make recommendations for approval, disapproval, or suspension.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor emplyee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(c) The project officer may not make changes to the express terms and conditions of this BPA.

*To be incorporated into any resultant BPA

A.6 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this BPA (ceiling) for the products/services ordered, delivered, and accepted under this BPA is $10,000. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the BPA period provided such orders are within any maximum ordering limitation prescribed under this BPA.

(b) The amount presently obligated with respect to this BPA is $5,000. The Contracting Officer may issue orders for work up to $3,000. The obligated amount shall, at no time, exceed the BPA 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 BPA. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

A.7 RIGHTS IN DATA - SPECIAL WORKS (FAR 52.227-17) (JUN 1987)

(a) Definitions.

"Data," as used in this clause, means recorded information regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to BPA administration, such as financial, administrative, cost or pricing or management information.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of rights. (1) The Government shall have -

(i) Unlimited rights in all data delivered under this BPA, and in all data first produced in the performance of this BPA, except as provided in paragraph (c) of this clause for copyright.

(ii) The right to limit exercise of claim to copyright in data first produced in the performance of this BPA, and to obtain assignment of copyright in such data, in accordance with subparagraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with subparagraph (c)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this BPA.

(c) Copyright. (1) Data first produced in the performance of this BPA.

(i) The Contractor agrees not to assert, establish, or authorize others to assert or establish, any claim to copyright subsisting in any data first produced in the performance of this BPA without the prior written permission of the Contracting Officer. When claim to copyright is made, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgement of Government sponsorship (including BPA number) to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this BPA and permission has not been granted as set forth in subdivision (c)(1)(i) of this clause, the Contracting Officer may direct the Contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this BPA. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this BPA any data not first produced in the performance of this BPA and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause.

(d) Release and use restrictions. Except as otherwise specifically provided for in this BPA, the Contractor shall not use for purposes other than the performance of this BPA, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this BPA, nor authorize others to do so, without written permission of the Contracting Officer.

(e) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this BPA; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the Contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

A.3 Compliance with U.S. Immigration Laws and Regulations

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of BPA administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

A.4 2052.215-78 TRAVEL APPROVALS AND REIMBURSEMENT -ALTERNATE 1 (OCT 1999)

(a) Total expenditure for travel may not exceed an aggregated $3,000 per year without the prior approval of the contracting officer.

(b) All foreign travel must be approved in advance by the NRC on NRC Form 445, Request for Approval of Official Foreign Travel, and must be in compliance with FAR 52.247-63 Preference for U.S. Flag Air Carriers. The contractor shall submit NRC Form 445 to the NRC no later than 30 days prior to the commencement of travel.

(c) The contractor will be reimbursed only for those travel costs incurred that are directly related to this BPA and which are allowable subject to the limitations prescribed in FAR 31.205-46.

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the FAR Limitations of Cost clause of this BPA when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the travel ceiling amount identified in paragraph (a) of this clause.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local

Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

A.5 EVERGREEN

The Period of Performance (PoP) for this requirement may extend beyond the Offeror's current PoP on their GSA Schedule. Offerors may submit proposals for the entire PoP as long as their current GSA Schedule covers the requested PoP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the BPA), which covers the requested PoP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire PoP even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal to be found unacceptable.

A.6 AUTHORIZED USERS

Government Contracting Officers representing US Nuclear Regulatory Commission are the only users authorized to place orders under this BPA. Any authorized user shall only be allowed to issue an order under this BPA if funds are certified and the BPA awarding office's Task Order number is assigned. BPA holders shall not accept or perform any purported order that does not contain a Task Order number.

A.7 FEDERAL HOLIDAYS

Unless specifically authorized in writing by the Contracting Officer, no services will be provided and no charges will be incurred and/or billed to any order on this BPA on any of the Federal Holidays listed below.

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

A.10 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: (2 copies)

Lori Suto Goldsby
U.S. Nuclear Regulatory Commission
Office of Small Business and Civil Rights
Mail Stop: O-3H8

Washington, DC 20555

(b) Contracting Officer: (1 copy) to Division of Contracts

A.11 DURATION OF BPA PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)

This BPA shall commence on December 5, 2007 and will expire on December 6, 2008. The term of this BPA may be extended at the option of the Government for an additional 3 one-year options until December 6, 2011.

A.12 52.217-9 OPTION TO EXTEND THE TERM OF THE BPA (MAR 2000)

(a) The Government may extend the term of this BPA by written notice to the Contractor; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 20 days before the BPA expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this BPA, including the exercise of any options under this clause, shall not exceed December 6, 2011.

A.13 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 BPA.

A.11 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.

ORDERING PROCEDURES AND LIMITATIONS: CALL NUMBERS

Orders placed under this BPA may be oral 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 $2,999, which includes funds allocated for travel. Amounts of $3,000 or more will be solicited by the contract specialist.

AUTHORIZATION TO PLACE CALLS:

The following NRC employees (ordering officials) are authorized to place calls up to $2,999 only:

Lori Suto-Goldsby (Project Officer) 301-415-0590
Rhonda Bethea 301-415-2254
Florine Williams 301-415-7385

Any calls in excess of $2,999, 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 official 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 or ordering official.

The Contractor shall provide delivery tickets with each delivery as indicated below:

a. Name of supplier
b. Purchase order number
c. Date of call
d. Name of individual who placed the call
e. Itemized list of services furnished

f. Quantity, unit of price and extension of each item, less applicable discounts
g. Date of delivery or shipment/services performed

PRICING AND INVOICES

An itemized summary-invoice/statement shall be submitted at least monthly or upon expiration of this BPA, whichever occurs first for all calls completed during the billing period and for which payment has not been received. The summary-invoice or statement shall list the call number, purchase order number and amount due. These invoices need not be supported by copies of delivery tickets. Submit the invoices/statement in duplicate to the address listed at the bottom of page 1: (STATE PURCHASE ORDER NUMBER ON ALL INVOICES)

Contractor Points of Contact: [redacted]

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

Enclosure 2

STATEMENT OF WORK

ALTERNATIVE DISPUTE RESOLUTION

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 Agency will use mediation as its primary form of ADR.

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).

OBJECTIVE: To secure the services of contract firms with qualified and experienced Alternative Dispute Resolution (ADR) professionals, 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 under Title VI and Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Rehabilitation Act of 1973, as amended, the Equal Pay Act of 1963, as amended, and the Education Amendments Act of 1972.

To secure qualified ADR personnel 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. NRC seeks a sufficient number of ADR professionals available to ensure limited travel, or that travel is limited to local travel to NRC headquarters in Washington, D.C., and other local commuting areas surrounding NRC's four regional offices.

SCOPE: The contractor shall be available to provide EEO services, organization and support within federal guidelines, while documenting the mitigation events and whether a successful outcome was reached. The services requested by NRC will be awarded to vendors under the BPA on situational bases dictated by NRC dispute occurrence.

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

(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.
(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).

PROCESS: Awards will be made based on proposed personnel, contractor technical approach and the Federal Supply Schedule (FSS) Price Lists in effect and discounts submitted at that time. Within five (5) days of NRC's receipt of the signed Agreement by the complainant and management officials, the ADR Coordinator will place a Call Order and provide the contractor proposed mediator with the following information:

Information Regarding the Parties to the Dispute
(1) Name, office/division/branch/section, title, and telephone number of the parties
(2) Office/division/branch/section where the claim of discrimination arose
(3) Name, address and telephone number of representatives

Information on Issues/Claim(s)
(4) Issue(s)/claims and basis(es) alleged
(5) Date(s) of issues/claim(s)
(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 signed Agreement to Participate in ADR
(8) Copy of documents requested
(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.

Logistics
(10) Obtain mediator's signature on Agreement to Participate in ADR
(11) Provide private meeting space for the mediation.
(12) Notify parties of date, place, and time of mediation.
(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 Call 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.
(16) Prepare settlement agreement for signature by the parties and mediator.

PROJECT REQUIREMENTS:

A. Contractor Responsibilities:

To minimize travel expenses, the Contractor shall make every effort to propose a mediator located within local travel guidelines, or 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) days prior to anticipated travel. Travel expenses will be approved in accordance with Federal Travel Regulations.

After an assignment is made by the ADR Coordinator through a Call Order, the Contractor shall return the signed Call Order to the ADR Coordinator accepting the assignment with the name of the mediator assigned within five (5) days of receipt of the delivery order information. 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 along with the signed Call Order accepting the assignment. A copy of the resume must be submitted and approved prior to the mediator conducting the services.

If the assignment is rejected, the Contractor shall return the signed Call Order within five (5) days of receipt, stating that the assignment is being rejected and the reason for the rejection.

If the assignment is accepted, at a minimum, the Contractor shall provide the following services:

1. 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 parties and information on how to contact appropriate Agency officials and the parties to the dispute and their representatives.

2. Meetings

The mediator shall advise the principal parties of any changes in the time 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. If additional time is required the mediator shall contact the ADR Coordinator in the event the dollar amount in the Call Order has to be amended.

a. Initial Meeting

Prior to conducting the mediation and throughout the mediation process, the mediator shall review with the parties the mediation process and the 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.

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) is (are) clearly defined.

c. Agreement

If the issue(s)/claim(s) is (are) resolved in full or part, the mediator shall assist the parties in clearly stating the proposed terms and conditions of the agreement in writing, and forwarding it to the ADR Coordinator for preparation of the final agreement and approval by the appropriate parties. Upon approval, the mediator will have the agreement signed by the parties. The mediator shall forward the original signed agreement to the aggrieved person or complainant and a copy to the ADR Coordinator or Agency Official for Agency records within two weeks of the agreement.

d. Closure

When it becomes apparent to the mediator that resolution will not be reached or either party request to terminate mediation, the mediator shall inform the parties that their efforts to settle the dispute have been unsuccessful and terminates the ADR process. The mediator shall notify the ADR Coordinator that the mediation was unsuccessful within two weeks following closure.

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. At the conclusion of mediation, the mediator shall dispose of all records/documents obtained during mediation.

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 dispute. 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. The Contractor and/or the

Contractor's employee shall cease all work, reassign the call order, or proceed at the discretion of the Agency. If the conflict of interest only involves the assigned mediator, the Contractor may, at the Agency's discretion, provide an acceptable replacement mediator.

F. Computation of Time: All time periods specified in this SOW stated in terms of days are business days (Monday-Friday), unless otherwise stated.

The period for each mediation assignment shall be computed from the day mediation is conducted up to the date a settlement is reached by the parties or the date that ADR is terminated by the mediator or either party. The time for each day of service will be computed from the time mediation begins until the time the session is ended by the mediator.

G. Confidentiality: All information revealed during the ADR process is confidential and shall not be disclosed by either party. The mediator shall advise the parties 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: Individuals who elect to participate in ADR may be represented during the ADR process by an attorney or non-attorney of their choosing unless the representative named poses a potential, perceived or real conflict of interest.

I. ADR Time frame: The Call Order for each ADR service will be for a period not-to-exceed 16 hours but it is expected that most ADR services will not exceed 8 hours. All services must be performed within the statutory time frames set forth (including periods of extensions) in EEOC regulations, 29 CFR Part 1614 (2004).

J. Delay of Work: To avoid unnecessary delays, the Contractor or mediator is required to notify the ADR Coordinator of 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.

If the Contractor delays the scheduling of ADR more than five (5) days due to the unavailability of a mediator, the Call Order may be terminated at the discretion of the Agency

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.

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. The Contractor shall deliver the executed settlement agreement to the ADR Coordinator at the conclusion of mediation, if possible, or within a two-week maximum period after closing of the mediation. The ADR Coordinator and Agency Official will work with the mediator to obtain signatures from the appropriate parties.

2. Information may be forwarded to the ADR Coordinator, as follows:

Express mail or in-person delivery:
U.S. Nuclear Regulatory Commission
ATTN: Office of Small Business and Civil Rights
Mail Stop O-3H8, One White Flint North
11555 Rockville Pike
Rockville, Maryland 20852-2738

Regular U.S. mail:
U.S. Nuclear Regulatory Commission
ATTN: Office of Small Business and Civil Rights
Mail Stop O-3H8
Washington, D.C. 20555-0001

Fax: 301-415-5953

N. Period of Performance of the BPA: One year from the date of the award, estimated at November 1, 2007, with one base year and an annual renewal option for up to three (3) option years if the firm is still on the GSA Schedule for these services. Including all option years the full performance period would be October 30, 2011.

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 for each period of performance.

The Contractor will be paid a cancellation fee of $100.00, if the Agency fails to provide the Contractor at least two (2) work days (Monday-Friday) written notice of cancellation forwarded by fax or if the Contractor appears for a scheduled meeting and is not able to proceed because one of the parties fails to show. The fee will not be paid if the Agency can show that a cancellation notice was sent to the Contractor or that the parties failed to show because of an error on the part of the Contractor.

The invoice submitted for payment should include the Call Order number, Agency case number (where applicable), and the Contractor's BPA number. The name of the aggrieved party or complainant shall not be included on the invoice.