

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

OF PAGES

1

1

2. AMENDMENT/MODIFICATION NO.

0007

3. EFFECTIVE DATE

4/21/2008

4. REQUISITION/PURCHASE REQ. NO.

OE-08-304

5. PROJECT NO. (If applicable)

3. ISSUED BY

CODE

3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Contract Management Branch No. 1
Mail Stop T-7-I-2
Washington, DC 20555

7. ADMINISTERED BY (If other than Item 6)

CODE

3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop T-7-I-2
Attn: Robin T. Barnes
Washington, DC 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

CORNELL UNIVERSITY, INC
SPONSORED PROGRAM SERVICES

120 DAY HALL

ITHACA NY 148532801

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NRC-37-06-351

10B. DATED (SEE ITEM 13)

CODE DUN:872612445

FACILITY CODE

X

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Apprn:31X0200 B&R:87B-15-122-240 JCN:D6051 BOC:251A \$10,000
Apprn:31X0200 B&R:87B-15-344-240 JCN:N7213 BOC:251A \$10,000

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return ² _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is 1) to provide incremental funding in the amount of \$20,000 and 2) revise the Statement of Work (SOW) and billing requirements (see the following pages).

This order hereby obligates FY08 funds in the amount of \$20,000 increasing the total amount of NRC obligations from \$140,000 by \$20,000 to \$160,000. This modification does not impact the total ceiling of \$334,400 and the base period remains September 27, 2006 through September 26, 2008.

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Jeffrey L. McDermott
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

4/21/08

1. Language in the Statement of Work (Section C of the contract) has been revised and is attached to this modification. Section C of the basic contract shall be replaced in its entirety with the attached, revised language.

2. The following statement shall be inserted into the contract's "Billing Instructions," Page #2, "Frequency:"

"The contractor shall submit a voucher or invoice on a monthly basis, for all services rendered or products delivered in performance of the contract for the previous month. If there are no costs/prices incurred in any particular contract month, the contractor shall notify the Project Officer in writing, and no voucher or invoice is required."

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK
REVISED April 21, 2008 (revisions in **BOLD**)**C. STATEMENT OF WORK****C.1 Background**

The Administrative Dispute Resolution Act of 1996 (ADRA) requires the promotion of alternative dispute resolution (ADR) by examining alternative means of resolving disputes in connection with, among other things, enforcement actions. The U.S. Nuclear Regulatory Commission (NRC) has determined that a program to explore the benefits of ADR in its enforcement program is appropriate. As a result, the NRC requires the services of neutrals to aid the parties involved in a dispute related to the NRC enforcement program in resolving the issues in controversy. The program developed by the NRC was published in as Federal Register Notice (FRN) 21166.

For purposes of the enforcement program, two types of neutral services will be required; "intake" or administrative neutrals, and "session" neutrals. An intake neutral provides a variety of services which are, in part, case dependent. Services provided frequently include contacting parties to either confirm interest in or explore the potential use of ADR; advise and assist the parties in determining ADR potential for their case; advise and aid the parties in selecting an appropriate session neutral; and provide logistical services to complete negotiations. Session neutrals meet with the parties to facilitate resolution of the dispute.

Different conflict resolution processes are available under the general area of "ADR." For purposes of the NRC enforcement program, mediation will be the process normally used.

C.2 Contract Objectives

The objective of this contract is for the contractor to provide both intake and session neutral services to the NRC Office of Enforcement. The intake neutral services will provide comprehensive case related services from initial contact by a potential party through completion of a potential settlement agreement. The NRC must have a link or involvement in the potential ADR case before it can order services under this contract.

C.3 Scope of Work

The contractor shall provide the following services, with Tasks 1 through 5 being on a per case basis and Task 6 through 8 are either one time task, or as needed:

Task 1: provide intake neutral services for ADR cases covered by the NRC enforcement program. Intake neutral services include, but are not necessarily limited to:

a. initial contact with parties to assist potential parties in determining whether they are interested in pursuing ADR.

(1) Upon request to enter into ADR, Cornell shall contact the NRC Project Officer to confirm that an offer to engage in the ADR program can be made.

b. contact parties to confirm interest and document agreement to mediate.

(1) Upon obtaining a signed agreement to mediate from both parties (licensee and individual or licensee and NRC), forward copies to the Project Officer within 10 calendar days and obtain a delivery order for services performed and to be performed. If an agreement to mediate is not obtained from both parties, then the NRC is not charged for Cornell services for the particular ADR case.

c. receipt and resolution of telephone calls and other inquiries, including complaints from parties or their representatives.

Note (Task 1): If after obtaining permission to offer ADR to a party and at least one party agrees to mediate, and if the NRC subsequently rescinds the ADR offer, Cornell may charge the NRC for services performed as outlined in Section B of the contract.

Task 2: With a signed agreement to mediate, the Contractor will assist the parties in the selection of a neutral. Assistance to the parties will include, but not necessarily be limited to:

a. prepare and transmit to the parties a list of at least 3 session neutrals, normally within 2 business days of an agreement to mediate.

b. advise parties on session neutral selection

c. repeat the process of proposing 3 session neutrals if the parties cannot agree on one of the original proposals.

d. contact acceptable session neutral and conduct initial conflict of interest check

e. if conflict or other issues arise in connection with the appointment, take administrative steps to keep the session neutral selection process moving, including potential selection of a different session neutral.

Task 3: Scheduling mediation sessions.

a. work with the parties and session neutral to schedule mediation time and location.

b. transmit to all parties the forms and necessary documents preliminary to mediation.

c. assist the session neutral and parties in coordinating logistics regarding mediation session.

Task 4: The contractor shall provide session neutrals for cases where: 1) both parties have agreed to mediate; 2) at least two lists of at least three session neutrals per list has been offered to the parties if necessary; and, 3) the parties selected a session neutral from the contractor's roster.

a. session neutrals proposed to parties will be experienced neutrals who are trained and familiar with either environmental whistleblower protection statutes (such as those enforced by DOL) or industrial safety regulations, preferably both, as well as mediation processes.

b. the mediation session location will typically be geographically close to either the licensee's facility or an NRC office. On an infrequent and case-by-case basis, after attempting to procure an acceptable session location through one or both of the parties, a room at a neutral location (e.g. hotel) may be procured at a rate consistent with a government rental rate. A national roster of neutrals will be maintained such that extensive travel is occasional.

c. after selection of a mediator and location, and before the mediation session, obtain a delivery order from the NRC Project Officer for approval of fees and travel expenses for the ADR mediation session.

Note (Task 4):

1. For early-ADR, the NRC pays the total fee and expenses of the mediator. The parties are responsible for the cost, if any, of a mediation meeting room. For post-investigation ADR, each party pays 50% of the mediator's total fees and expenses.

2. For post-investigation ADR between an individual and the NRC, the NRC may, at their discretion, pay for the total cost of a mediation meeting room and/or the total cost of the mediator.

Task 5: Mediation conclusion

- a. monitor and record all case outcomes, including settlements
- b. verify settlements are processed in a timely manner. Notify the NRC program manager if completion of a settlement either has not, or it becomes apparent that it will not be, completed within the guidelines provided in the program (within 90 days of the parties agreement to mediate).
- c. coordinate all case related matters including fees and travel expenses for session neutrals assigned to cases
- d. distribute, collect and maintain confidential evaluation forms from parties, representatives, and session neutrals for each case administered under the ADR program.
- e. Provide NRC Program Administrator a copy of each completed case evaluation received within 2 weeks of receipt.
- f. maintain case files and documentation throughout the contract period.

Task 6: Services sufficient to support Tasks 1 through 5, including, but not limited to:

- a. orienting program session neutrals to ensure neutral familiarity with the NRC's mission and goals of the enforcement ADR program.
- b. providing toll free phone service and electronic mail capability for the parties use in contacting the Contractor.
- c. establishing in-house procedures to ensure program compliance with the ADRA and NRC program

Task 7: Coordinate, sponsor, and organize, in conjunction with NRC staff support for the content, a one time orientation for roster mediators. Approximately 1-day session to include both Early-ADR and post investigation ADR topics. Additional sessions may be required during the period of performance if specifically requested and funded by the NRC.

Task 8: Meeting in person with NRC representatives to provide programmatic status updates, emerging issues, and potential improvements to the enforcement ADR program. Meetings will be at the NRC's request and typically be 2 days, twice per year, typically at NRC Headquarters, or in the general mid-Atlantic geographic area.

C.4 Meetings and Travel

Domestic travel for the session neutral may be involved on a per case basis using government rates. Travel will be dependent on 1) location of the licensee or NRC office relative to any session neutral, and 2) the session neutral selected by the parties. The contractor should consider minimizing travel expense when developing a list of proposed session neutrals to submit to the parties.

The mediator shall obtain lodging at Government per diem rates. If the mediator is unable to obtain lodging rates at the Government rate, the mediator shall provide the NRC Project Officer with adequate documentation that supports the "reasonableness" of the actual incurred lodging rate (supporting documentation may include lodging quotes, listed prices, other documented prevailing lodging rates in the immediate geographical area, etc).

C.5 Estimated Quantity

The contractor shall provide intake and session neutral services for an estimated 80 cases over an approximately 24 month period. Minimum number of expected cases is estimated to be 30.

C.6 Deliverables

If the ADR session is pursuant to the Early ADR portion of the program, the contractor shall submit to the NRC Program Administrator a copy of each proposed settlement agreement within 1 business day of receipt such that a review to ensure no restrictive agreements are included in the terms of settlement.

The contractor shall submit a copy of each evaluation form (the evaluation forms completed by each party and the neutral after the completion of each case) received to the NRC program administrator within 2 weeks of receipt.