

2 AMENDMENT/MODIFICATION NO. M001	3. EFFECTIVE DATE See 16c	4. REQUISITION/PURCHASE REQ. NO SDB-12-004	5 PROJECT NO. (If applicable)
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6 ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Shashi Malhotra, (301)492-3604 Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100	7. ADMINISTERED BY (If other than Item 6) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100
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8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  DELANY, SIEGEL, ZORN & ASSOCIATES, INC. DSZ & ASSOCIATES  1501 LEE HIGHWAY STE 205 ARLINGTON VA 222092012	(X)	9A. AMENDMENT OF SOLICITATION NO.
CODE 101176097		9B. DATED (SEE ITEM 11)
FACILITY CODE	X	10A. MODIFICATION OF CONTRACT/ORDER NO NRC-HQ-11-C-27-0086 M001
		10B. DATED (SEE ITEM 13) 09/20/2011

**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) B&R: 2012-7P-51-K-188 JC: D1352 BOC: 252A  
Appr. No.: 31X0200 FFS: RQ120369 Obligate: \$1,300.00  
APP-12-7157; duns#: 101176097 NAICS: 541611

**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
	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:
X	D OTHER (Specify type of modification and authority) 52.214-4(c) Changes Bilateral Modification

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 1 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 to 1) revise price schedule to include additional CLIN; 2) add language to the Statements of Work for Alternative Dispute Resolution Services (ADR); 3) incrementally fund the contract.

Period of Performance: 09/19/11 - 09/20/2015 (unchanged)  
Obligated Amount: \$39,300.00 (changed)

See Page 2 for details.

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) MEGAN ZORN EXECUTIVE VICE PRES.	15B. CONTRACTOR/OFFEROR <i>Megan Zorn</i> (Signature of person authorized to sign)	15C. DATE SIGNED 11/23/11	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Elka Eam, Contracting Officer	16B. UNITED STATES OF AMERICA <i>Elka Eam</i> (Signature of Contracting Officer)	16C. DATE SIGNED 11/23/2011
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TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

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ADM002

Accordingly, the following specific changes are to be made to the Contract:

- 1) **SECTION B.3, PRICE SCHEDULE**, delete in its entirety and replace with the following,

"All unit prices are fixed unit prices that include all costs (including, but not limited to: labor, fringe benefits, overhead, G&A, and profit) necessary to provide the facilitation services required in the solicitation.

The line items indicated below are line items that may be ordered throughout the duration of the contract on an as needed basis.

**BASE YEAR: 09/20/11 – 09/19/12**

CLIN	Description *	UNIT	Unit Price
0001	Individual Case—With One Issue	Case	[REDACTED]
0002	Individual Case—Per Additional Issue	Case	[REDACTED]
0003	Individual Case—Continuing Violation	Case	[REDACTED]
0004	Consolidated Case—With One Issue*	Case	[REDACTED]
0005	Consolidated Case—Per Additional Issue	Case	[REDACTED]
0006	Consolidated Case—Continuing Violation	Case	[REDACTED]
0007	EEO Counseling Per case - individual case	Case	[REDACTED]
0008	EEO Counselor (Per Hour)	Hour	\$ [REDACTED]
0009	TRAVEL	LOT	[REDACTED] (NTE)
0010	Mediation (Per Hour)	Hour	[REDACTED]

**OPTION YEAR 1: 09/20/12 – 09/19/13**

CLIN	Description *	UNIT	Unit Price
1001	Individual Case—With One Issue	Case	[REDACTED]
1002	Individual Case—Per Additional Issue	Case	[REDACTED]
1003	Individual Case—Continuing Violation	Case	[REDACTED]
1004	Consolidated Case—With One Issue*	Case	[REDACTED]
1005	Consolidated Case—Per Additional Issue	Case	[REDACTED]
1006	Consolidated Case—Continuing Violation	Case	[REDACTED]
1007	EEO Counseling Per case - individual case	Case	[REDACTED]
1008	EEO Counselor (Per Hour)	Hour	[REDACTED]
1009	TRAVEL	LOT	[REDACTED] (NTE)
1010	Mediation (Per Hour)	Hour	[REDACTED]

OPTION YEAR 2: 09/20/13 – 09/19/14

CLIN	Description *	UNIT	Unit Price
2001	Individual Case—With One Issue	Case	[REDACTED]
2002	Individual Case—Per Additional Issue	Case	[REDACTED]
2003	Individual Case—Continuing Violation	Case	[REDACTED]
2004	Consolidated Case—With One Issue*	Case	[REDACTED]
2005	Consolidated Case—Per Additional Issue	Case	[REDACTED]
2006	Consolidated Case—Continuing Violation	Case	[REDACTED]
2007	EEO Counseling Per case - individual case	Case	[REDACTED]
2008	EEO Counselor (Per Hour)	Hour	[REDACTED]
2009	TRAVEL	LOT	[REDACTED] (NTE)
2010	Mediation (Per Hour)	Hour	[REDACTED]

OPTION YEAR 3: 09/20/14 – 09/19/15

CLIN	Description *	UNIT	Unit Price
3001	Individual Case—With One Issue	Case	[REDACTED]
3002	Individual Case—Per Additional Issue	Case	[REDACTED]
3003	Individual Case—Continuing Violation	Case	[REDACTED]
3004	Consolidated Case—With One Issue*	Case	[REDACTED]
3005	Consolidated Case—Per Additional Issue	Case	[REDACTED]
3006	Consolidated Case—Continuing Violation	Case	[REDACTED]
3007	EEO Counseling Per case - individual case	Case	[REDACTED]
3008	EEO Counselor (Per Hour)	Hour	[REDACTED]
3009	TRAVEL **	LOT	[REDACTED] (NTE)
3010	Mediation (Per Hour)	Hour	[REDACTED]

NOTE:

\*Loaded Hourly Rates – If proposed, the fixed hourly rate listed is "loaded" and shall only include the following: Salary cost or consulting fee of the individual providing the services; Payroll costs (fringe benefits, FICA, etc.); Indirect costs applicable to labor; and Profit or fee, if any.

\*\* Travel – The contractor travel must be pre-approved in writing by the COTR (Project Officer) and must be in accordance with USNRC Government Travel Regulations. NRC will not pay for travel within the Washington DC Metropolitan area."

2) SECTION B.4 – STATEMENT OF WORK – add the following in its entirety,

### **“3.4 ALTERNATIVE DISPUTE RESOLUTION (ADR) SERVICES**

The Contractor shall have qualified and experienced Alternative Dispute Resolution (ADR) professionals (mediators) available to provide ADR services to resolve formal and informal complaints of discrimination filed against the U.S. Nuclear Regulatory Commission (Agency or NRC). The Contractor shall supply the name and resumes for each mediator they plan to use to provide ADR services under the contract.

Mediation assignments shall be made by the Agency's ADR Coordinator through the issuance of a Task Order. Like or related issues raised during the ADR process shall also be mediated by the mediator. Within five (5) calendar days of receipt of the Task Order, the Contractor shall return the signed Task Order to the CO and ADR Coordinator accepting the assignment and the name of the mediator assigned. If a resume has not been previously provided for the assigned mediator, a copy of the individual's resume detailing his/her ADR experience must be submitted along with the signed Task Order accepting the assignment. The ADR Coordinator will have two (2) business days to accept or reject placement of assigned mediator. A copy of the resume must be submitted and approved by the ADR Coordinator prior to the mediator conducting the services.

Once the ADR issue has been resolved, 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. If 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 the ADR process will be terminated. The mediator shall notify the ADR Coordinator that mediation was unsuccessful within one (1) business day.

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

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

3) Provide Incremental funding in the amount of \$1,300 thereby increasing the obligated amount from \$38,000 to \$39,300.

All other terms and conditions remain unchanged.