

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE 1

OF PAGES 13

2. AMENDMENT/MODIFICATION NO.

M003

3. EFFECTIVE DATE

See 16c

4. REQUISITION/PURCHASE REQ. NO.

HR-12-008

5. PROJECT NO. (If applicable)

6. ISSUED BY 1)

CODE

3100

7. ADMINISTERED BY (If other than Item 6)

CODE

3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn:
Mail Stop: TWB-01-B10M
Washington, DC 20555

U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop: TWB-01-B10M
Washington, DC 20555

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

DELANEY, SIEGEL, ZORN & ASSOCIATES, INC.
DSZ & ASSOCIATES

1501 LEE HIGHWAY STE 205

ARLINGTON VA 222092012

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NRC-HQ-11-C-27-0086
M003

10B. DATED (SEE ITEM 13)
9/20/2011

CODE 101176097

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)

B&R: 2012-84-51-H-192 JC: T8473 BOC: 252A
Appr. No.: 31X0200 FAIMIS: 121224 Obligate: \$10,000.00
APP-12-683188 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 the price schedule to include additional CLINS; 2) add language to the Statement of Work incorporating EEOC Training; 3) incrementally fund the contract in the amount of \$10,000; increasing the obligated amount from \$49,300.00 to \$59,300.00.

Period of Performance : 09/19/11 - 09/20/2015 (unchanged)

Obligated Amount: \$59,300.00 (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)

Sonya Williams - President

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

Erika Eam

15B. CONTRACTOR/ORDER NO.

Sonya Williams
(Signature of person authorized to sign)

15C. DATE SIGNED

2/9/2012

16B. UNITED STATES OF AMERICA

Erika Eam
(Signature of Contracting Officer)

16C. DATE SIGNED

2/8/2012

NSN 7540-01-152-8070
PREVIOUS EDITION NOT USABLE

SUNSI REVIEW COMPLETE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA - FAR (48 CFR) 53.243

TEMPLATE - ADM001

FEB 09 2012

ADM002

1) **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 | # of Days | Unit Price |
|------|---|------|-----------|--------------|
| 0001 | Individual Case—With One Issue | Case | | \$3706 |
| 0002 | Individual Case—Per Additional Issue | Case | | \$240 |
| 0003 | Individual Case—Continuing Violation | Case | | \$4311 |
| 0004 | Consolidated Case—With One Issue* | Case | | \$4311 |
| 0005 | Consolidated Case—Per Additional Issue | Case | | \$240 |
| 0006 | Consolidated Case—Continuing Violation | Case | | \$4711 |
| 0007 | EEO Counseling Per case - individual case | Case | | \$1837 |
| 0008 | EEO Counselor (Per Hour) | Hour | | \$120 |
| 0009 | TRAVEL | LOT | | \$5000 (NTE) |
| 0010 | Mediation (Per Hour) | Hour | | \$177 |
| 0011 | EEO training for New Managers | 30 | 1.5 | \$5000 |
| 0012 | EEO training for existing Managers | 30 | 1 | \$3600 |
| 0013 | EEO training for existing Managers | 100 | 1 | \$8100 |

OPTION YEAR 1: 09/20/12 – 09/19/13

| CLIN | Description * | UNIT | # of Days | Unit Price |
|------|---|------|-----------|--------------|
| 1001 | Individual Case—With One Issue | Case | | \$3854 |
| 1002 | Individual Case—Per Additional Issue | Case | | \$249 |
| 1003 | Individual Case—Continuing Violation | Case | | \$4484 |
| 1004 | Consolidated Case—With One Issue* | Case | | \$4484 |
| 1005 | Consolidated Case—Per Additional Issue | Case | | \$249 |
| 1006 | Consolidated Case—Continuing Violation | Case | | \$4900 |
| 1007 | EEO Counseling Per case - individual case | Case | | \$1910 |
| 1008 | EEO Counselor (Per Hour) | Hour | | \$125 |
| 1009 | TRAVEL | LOT | | \$5000 (NTE) |
| 1010 | Mediation (Per Hour) | Hour | | \$184 |
| 1011 | EEO training for New Managers | 30 | 1.5 | \$5,250 |
| 1012 | EEO training for existing Managers | 30 | 1 | \$3,780 |
| 1013 | EEO training for existing Managers | 100 | 1 | \$8,505 |

OPTION YEAR 2: 09/20/13 – 09/19/14

| CLIN | Description * | UNIT | # of Days | Unit Price |
|------|---|------|-----------|--------------|
| 2001 | Individual Case—With One Issue | Case | | \$3970 |
| 2002 | Individual Case—Per Additional Issue | Case | | \$256 |
| 2003 | Individual Case—Continuing Violation | Case | | \$4619 |
| 2004 | Consolidated Case—With One Issue* | Case | | \$4619 |
| 2005 | Consolidated Case—Per Additional Issue | Case | | \$256 |
| 2006 | Consolidated Case—Continuing Violation | Case | | \$5047 |
| 2007 | EEO Counseling Per case - individual case | Case | | \$1968 |
| 2008 | EEO Counselor (Per Hour) | Hour | | \$130 |
| 2009 | TRAVEL | LOT | | \$5000 (NTE) |
| 2010 | Mediation (Per Hour) | Hour | | \$191 |
| 2011 | EEO training for New Managers | 30 | 1.5 | \$5,512 |
| 2012 | EEO training for existing Managers | 30 | 1 | \$3,969 |
| 2013 | EEO training for existing Managers | 100 | 1 | \$8,930 |

OPTION YEAR 3: 09/20/14 – 09/19/15

| CLIN | Description * | UNIT | # of Days | Unit Price |
|------|---|------|-----------|--------------|
| 3001 | Individual Case—With One Issue | Case | | \$4090 |
| 3002 | Individual Case—Per Additional Issue | Case | | \$264 |
| 3003 | Individual Case—Continuing Violation | Case | | \$4757 |
| 3004 | Consolidated Case—With One Issue* | Case | | \$4757 |
| 3005 | Consolidated Case—Per Additional Issue | Case | | \$264 |
| 3006 | Consolidated Case—Continuing Violation | Case | | \$5198 |
| 3007 | EEO Counseling Per case - individual case | Case | | \$2027 |
| 3008 | EEO Counselor (Per Hour) | Hour | | \$135 |
| 3009 | TRAVEL ** | LOT | | \$5000 (NTE) |
| 3010 | Mediation (Per Hour) | Hour | | \$196 |
| 3011 | EEO training for New Managers | 30 | 1.5 | \$5,787 |
| 3012 | EEO training for existing Managers | 30 | 1 | \$4,167 |
| 3013 | EEO training for existing Managers | 100 | 1 | \$9,376 |

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 – SOW** – Delete in it's' entirety and replace with the following to add Equal Employment Opportunity Commission Program (EEOC) Training:

1.0 BACKGROUND

The Nuclear Regulatory Commission (NRC or Agency) discrimination complaint program is a centralized function administered by the Office of Small Business and Civil Rights (SBCR) from its Headquarters office located in Rockville, Maryland. NRC uses collateral duty EEO counselors assigned to the various Headquarters offices and the Agency's four regional offices: Region I - 475 Allentown Road, King of Prussia, Pennsylvania 19406; Region II – Marquis One Tower, 245 Peachtree Center Avenue N.E., Suite 1200, Atlanta, GA 30303; Region III - 2443 Warrenton Road, Suite 210, Lisle, Illinois 60532; and Region IV - 611 Ryan Plaza Drive, Suite 400, Arlington, Texas 66011. SBCR is responsible for providing prompt, fair, and impartial consideration and disposition of informal and formal complaints involving claims of employment discrimination based on race, color, religion, gender, national origin, age, disability and reprisal raised under Title VII of the Civil Rights Act of 1964, as amended (Title VII), the Age Discrimination in Employment Act (ADEA), the Rehabilitation Act and, the Equal Pay Act of 1963, as amended (EPA). EEO counseling and investigations will be conducted in accordance with U.S. Equal Employment Opportunity Commission regulations at Title 29, Code of Federal Regulations, Part 1614.

2.0 OBJECTIVE

The U.S. Nuclear Regulatory Commission (NRC or Agency) requires the services of a contractor to provide the necessary personnel, expertise, materials and administrative services to conduct Equal Employment Opportunity (EEO) counseling, investigation, and Alternative Dispute Resolution (ADR), services for allegations of employment discrimination based on race, color, gender, religion, national origin, age, disability, and reprisal raised by employees and applicants for employment with the NRC. In addition, the NRC requires training covering the competencies required for EEOC Educational, Technical Assistance and Training Revolving Fund Act of 1992. The courses provided by the contractor will be instructor-led and consistent with the contractor's commercial off-the-shelf (COTS) training.

3.0 SCOPE OF WORK

3.1 EEO COUNSELING SERVICES

The contractor shall conduct an inquiry into class and adverse impact claims of discrimination, and claims in which a conflict of interest or the appearance of a conflict of interest exists. The Project Officer shall provide the contractor with a Letter of Authorization to Conduct EEO Counseling which will advise all participants the contractor's authority in the conduct of in-person or telephone EEO counseling and their rights and the participant's responsibilities in the process. During the initial

interview with the aggrieved person (AP), the contractor shall be required to provide the AP with a copy of the Agency's pamphlet on the Discrimination

Complaint Process and an overview of the information in the pamphlet, including the AP's right to request resolution of his/her claim through the Agency's Alternative Dispute Resolution Program (ADR). The contractor shall also provide the AP a Notice of Rights and Responsibilities and have the AP sign the last page of the Notice to acknowledge receipt. The contractor shall include the original copy of the signed page in the counseling record. If the AP requests ADR, the contractor shall return the case to the Project Officer for appropriate action.

If the AP raises additional claims after the case is assigned to counseling, the contractor shall notify the Agency in writing within one working day of the additional claims.

If there is reason to believe that the matter will not be resolved or completed within the required 30 calendar days, the contractor shall submit to the Project Officer for approval, a written Agreement to Extend EEO Counseling for a period not to exceed up to an additional 60 calendar days, signed by the AP and the contract EEO counselor. The Agreement to Extend EEO Counseling shall be forwarded to the Project Officer for approval by electronic mail or fax, no later than the 25th calendar day of counseling. The Agreement to Extend EEO Counseling form will be provided by the Project Officer.

If the matter is not resolved within the 30 calendar day period (or approved period of extension) the contractor shall conduct the final interview with the aggrieved person on the 30th calendar day. The contractor shall submit a draft Notice of Right to File a Formal Discrimination Complaint (NRTF) to the Project Officer for approval. Upon approval by the Project Officer, the contractor shall sign the NRTF and issue it to the aggrieved person within the 30 calendar counseling period.

3.2 EEO COUNSELING REPORT

The EEO Counseling Report is only required when a formal complaint is submitted by the AP. Upon receipt of the formal complaint, the Project Officer will notify the contractor that a formal complaint is filed. Within 5 working days of receipt of notification of the formal complaint, the contractor shall submit an EEO Counseling Report, summarizing the counseling inquiry, to the Project Officer for approval. The format for the NRTF and Counseling Report will be provided by the Project Officer. Documents and forms shall be submitted to the Project Officer for approval by electronic mail (e-mail) or fax.

The contractor shall ensure that the Counseling Report includes, at a minimum, the following:

1. Clear statement of the AP's claim(s) and basis(es) addressed during counseling, including any claim(s) raised subsequent to the initial interview
2. List of relevant documents included as attachments to the Report, identified by a letter or number and source of the document
3. Documents received during EEO Counseling (documents shall be properly sanitized)
4. Information to determine timeliness of the claim(s) in the event a formal complaint is filed, to include the dates of each personnel action(s) or event(s) the AP alleges to be discriminatory
5. A written explanation for the AP's delay in seeking counseling, If timeliness appears to be an issue
6. Summary of the inquiry and the Contractor's efforts to resolve the matter

If the matter is resolved during EEO counseling, the contractor shall prepare a statement of the proposed terms and conditions of the resolution and email it to the Project Officer for review, approval and preparation of the settlement agreement for signature by the appropriate parties. The contractor shall submit the terms and conditions of the agreement by e-mail or fax in a format provided by the Project Officer. Corrections or modifications shall be completed by the contractor and resubmitted to the Project Officer within three (3) working days of receipt.

If the AP elects to pursue a resolution through ADR instead of traditional counseling, the contractor shall immediately terminate counseling and forward the case to the Project Officer for assignment of a mediator within three (3) working days. If the matter is not resolved during ADR, the Project Officer will notify the contractor to conduct the final interview and the contractor shall submit a draft NRTF to the PO for review and approval before issuing the NRTF to the AP.

If the AP files a formal complaint, the contractor shall provide a Counseling Report based on the information provided by the AP prior to going into ADR and during the final interview. The Report shall also state that the AP participated in ADR, the date ADR was conducted and that ADR was unsuccessful in resolving the matter. The original counseling report shall be submitted to the PO via mail within 10 calendar days after the conclusion of counseling. The counseling report is considered a draft report until it is approved by the Project Officer. Corrections or modifications requested by the Project Officer shall be completed by the contractor and resubmitted to the Project Officer within three (3) working days of receipt.

3.2.1 ACCEPTANCE OF EEO COUNSELING REPORT

Upon receipt of the EEO Counseling Report, the Project Officer will have 15 working days to notify the contractor, in writing, whether or not the work product is acceptable. In the case of a settlement agreement, the work product will be deemed acceptable upon execution by all parties to the agreement, and the contractor will be notified within three working days that the work product is acceptable.

In the case of an investigation, the Project Officer will have 30 working days to provide written notification to the contractor that the work product (the ROI) is acceptable. If the ROI is not acceptable, the Project Officer will identify necessary additional investigative services needed to complete the ROI, or to meet legal sufficiency requirements appropriate for the theory of discrimination proffered by the complainant.

3.3 INVESTIGATIVE SERVICES

3.3.1 INVESTIGATIONS

The contractor shall conduct an investigation of discrimination complaints filed against the Agency by employees and applicants for employment under various federal civil rights laws, such as Title VII, ADEA, Rehabilitation Act and EPA. The contractor shall conduct a thorough review of the circumstances under which the alleged discrimination occurred and prepare a Report of Investigation (ROI) that contains complete and legally sufficient information to decide the merits of the case. The ROI shall include a detail summary of the information in the ROI.

The scope of the investigation will be determined by the type of complaint (class, individual harm, mixed case, joint or consolidated case), accepted issues and bases involved, and applicable EEO

laws and theories of discrimination. If the complaint is amended to include an additional claim(s) after it is assigned to the contractor, the Project Officer will provide the contractor with an amended acceptance/dismissal letter and request the investigation of the additional claim(s), prior to the contractor investigating the additional claims. The contractor will also be provided an amended Task Order to cover the cost of investigating the additional claim(s) based on the GSA Contract. Use of alternative methods of investigation such as fact finding conferences, video-conferences, telephone interviews and interrogatories **shall** have prior written approval from the Project Officer.

The contractor shall interview the complainant first to obtain an explanation and supporting documentation regarding the alleged discriminatory employment decision(s) and/or action(s), names of suggested witnesses and an explanation of their direct or indirect role or knowledge of the events giving rise to the complaint, and where applicable, names of the individuals the complainant believes were treated differently or more favorably under the same or similar circumstances. **An investigation shall not proceed until the complainant has executed a signed, sworn affidavit in support of the complaint unless approved by the Project Officer.** If the complainant or a witness fails to submit a signed affidavit within the time specified in the written notice from the contractor, the matter shall be brought to the attention of the Project Officer within one working day. The amount of time the complainant or a witness is provided to respond to the contractor's written request will be determined by the investigator in coordination with the Project Officer based on the circumstances involved.

To avoid undue delay in the investigative process, prior to the on-site visit, the contractor shall forward a letter to the designated Agency contact person regarding the proposed date of the on-site visit and documents that need to be made available for review at the time of the on-site visit or forwarded to the contractor prior to the on-site visit. The contractor shall request assistance, if needed, in locating witnesses, obtaining a room to conduct interviews, and any other logistical matters. The contractor shall provide a Letter of Authorization (Letter) to Investigate when requesting documents.

The contractor shall schedule witness interviews in advance and advise the witnesses regarding the matter that will be discussed. The contractor shall interview each witness identified by the parties to the complaint or that are identified through the investigative process on the basis of their known or presumed ability to furnish material and relevant testimony necessary to determine jurisdiction or to decide the merits of the case. The contractor shall provide a justification memorandum to the ROI if a witness suggested by parties to the complaint, or a key witness referenced in the affidavits and documents in the file, is not interviewed.

Prior to interviewing each witness, the contractor shall provide the witness photo identification and a copy of the Letter for review and signature. The Letter advises the individual of the contractor's authority and explains their rights and responsibilities in the EEO investigation process. The witness shall be provided with a reasonable amount of time to read the Letter and ask questions. The signed Letter shall be included in the ROI behind the individual's signed affidavit.

In conducting the interview, questions shall be posed to the witness in a clear and concise manner to obtain a proper response. The witness shall also be provided with a reasonable amount of time to review the affidavit and make corrections or other changes before signing it. The witness may be provided access to documents (s) he previously prepared or had access to, for the following reasons: to review them in order to provide accurate testimony; to verify the content or purpose of the document; to verify whether the document contains confidential information or is otherwise subject to the Privacy Act; and certify whether the document needs to be sanitized before including it in the report. The responses to the questions shall be stated in the affidavit in context so that the meaning is clear to the reviewer. The affidavit shall include the witness' protected status (race, age, disability,

etc.) for each basis alleged in the accepted issues of the complaint. **A typed conforming copy shall be included in the record for any affidavit that is not legible and/or that contains numerous revisions by the witness.** The contractor shall include an investigator's memorandum in the ROI to clarify any substantive revisions to the affidavit made by the complainant or witnesses. The affidavits with original signatures **shall** be contained in the original ROI. The witness shall only be given a copy of his/her own affidavit.

If the parties agree to participate in ADR prior to completion of the investigation, the investigation will be suspended pending completion of the ADR process. If the matter is resolved during ADR, the contractor will be notified to terminate the investigative process. If the investigation is terminated, the contractor will be paid based on the amount of work completed consistent with the GSA Contract. If the matter is not resolved during ADR, the ADR process will be terminated and the case will be returned to the contractor to complete the investigation.

3.3.2 REPORT OF INVESTIGATION

In some instances, the contractor may be required to obtain documents to develop the ROI from various headquarters and regional offices. The contractor shall request specific documents through the contact person assigned. The contractor shall contact the Project Officer for assistance if the contractor has a problem obtaining documents or scheduling witnesses.

To avoid compromising the privacy of individuals identified for comparison, the contractor shall redact names, addresses, telephone numbers, social security numbers and other personal information from documents that are not required to decide the merits of the case. On those documents, the individual shall be referenced by a letter or number code and the specific protected basis(es) (Ex. Candidate A, Race - Asian). The basis(es) and identifying code assigned to each comparative shall be used consistently throughout the ROI and in the table of exhibits. The contractor shall also provide a key as a separate document, identifying the individuals by their name and assigned letter or number code. The source of each document included in the ROI shall be identified in the table of exhibits.

Prior to including a document in the ROI, the contractor shall ensure that the source of the document has been correctly identified, the document is accurate, any knowledge of tampering with the original that may not be apparent from the copies in the ROI has been noted, the documents have been properly sanitized, and questions regarding confidentiality have been resolved. The Project Officer shall be immediately notified if documents marked "Confidential" "Sensitive" "for Agency Use Only" are given to the contractor. The Contractor shall obtain permission from the Project Officer before including any such documents in the ROI (See Section 7.4 PRIVATE USE AND NON-DISCLOSURE OF CONFIDENTIAL INFORMATION). The contractor shall ensure that an explanation of abbreviations and codes included on documents is included in the ROI.

The completed ROI shall include all affidavits and documentary evidence that are relevant to the accepted issue(s) and basis (es) of the complaint. The ROI shall also include a detailed summary analysis of the evidence contained in the ROI. The contractor shall only include information in the ROI that is relevant to the accepted issue(s) and basis (es) alleged and that is necessary to decide the merits of the case. The contractor shall forward any information received but not included in the ROI to the Project Officer for appropriate action. **The contractor shall not make a recommendation regarding the merits of the complaint.** An original and four copies of the completed report shall be forwarded to the Project Officer within sixty (60) calendar days of receipt of the assignment. The contractor shall also provide a CD of the summary, correspondence, affidavits and any original work performed by the contractor. See Delivery of EEO Counseling and Investigative Services below for information regarding requests for extension of period of performance.

The contractor shall be responsible for the overall management of the contract, to include planning, coordinating, and maintaining the confidentiality and integrity of the Agency's documents and files. In addition, the contractor shall be responsible for the conduct of EEO counseling and investigative services, including sanitizing, writing, editing, typing, copying, assembling, and delivering the completed Report of Investigations and/or EEO Counseling Report, or other NRC-related work products.

3.3.3 INVESTIGATORS

The Contractor shall provide a list of investigators assigned to perform work under the Task Order to include their location. Investigators shall be considered key personnel and are subject to the requirements of the Key Personnel Clause of the Task Order.

3.3.4 APPROVAL OF INVESTIGATIVE PLAN

Before an investigator contacts any witnesses or the Complainant in an EEO investigation, the contractor shall submit an Investigative Plan (IP) to the Project Officer for prior approval. The IP shall include the names of all witnesses identified and the questions/interrogatories for each witness. The IP shall also include a list of documents to be requested and any additional information needed such as comparator lists. The contractor shall obtain written Project Officer approval of the IP prior to contacting the complainant or any witnesses. The contractor shall notify the Project Officer if an individual involved in the counseling or investigative process requires a reasonable accommodation in order to participate.

3.4 DELIVERY OF EEO COUNSELING AND INVESTIGATIVE SERVICES

All services shall be delivered within the period stated herein unless a written extension has been granted by the Project Officer for any reason. To avoid unnecessary extensions, the contractor shall notify the Project Officer if an NRC employee or other witness is taking an extensive amount of time in providing their response or is not cooperating in the conduct of the counseling inquiry or investigation. Requests for extensions may be approved if the delay was promptly brought to the attention of the Project Officer and the contractor has provided documentation to the Project Officer to demonstrate that the delay was not the fault of the contractor. If it is determined that a request for extension was due to unnecessary delays by the contractor or that the contractor failed to bring the matter to the attention of the Project Officer in a timely manner, extensions 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 Task Order. Extensions may also be granted by the Project Officer in those instances when the Project Officer 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.

The contractor shall forward the original EEO Counseling Report and ROI and any other related work products to the Project Officer, as follows:

| | |
|--------------------------------|---|
| Express mail or hand delivery: | U.S. Nuclear Regulatory Commission ATTN: Lori Suto-Goldsby, Civil Rights Program Manager Office of Small Business and Civil Rights Mail Stop: O-3H01 One White Flint North 11555 Rockville Pike Rockville, Maryland 20852-2738. |
|--------------------------------|---|

U.S. Mail: U.S. Nuclear Regulatory Commission
ATTN: Lori Suto-Goldsby, Civil Rights Program Manager Office
of Small Business and Civil Rights
Mail Stop: O-3H01
Washington, DC 20555-0001
SBCR FAX No: 301-415-5953

4.0 CHANGES IN WORK PRODUCT

4.1 INTERRUPTED CASES

In some instances, performance of services may be interrupted by settlement, withdrawal, dismissal, ADR, or other actions terminating the administrative processing of the complaint. In those instances, the contractor will be paid a percentage of the contract amount for a completed case based on the amount of work completed at the time the service was interrupted, as indicated in the GSA Contract.

4.2 RETURNED CASES

Cases returned to the contractor for supplemental investigation, counseling, inquiry, or revisions based on incomplete or inadequate investigations shall be given priority consideration to ensure completion within a period agreed upon by both the contractor and Project Officer. In those instances, the work will be completed at no additional cost to the Agency.

4.3 AMENDMENTS

The Project Officer may amend a complaint assigned for investigation at any time prior to the completion of the investigation, or within 45 calendar days after the date of the initial assignment of the complaint for investigation. In such cases, the contractor shall investigate the amended issue and include it in the ROI of the original complaint. The cost for the additional investigation shall be computed as an additional issue to the original complaint, and not as a new investigation.

5.0 ALTERNATIVE DISPUTE RESOLUTION SERVICES (ADR)

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 Contracting Officer (CO) and 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.

6.0 EQUAL EMPLOYMENT OPPORTUNITY COMMISSION TRAINING PROGRAM (EEOC)

The NRC's Equal Employment Opportunity Commission Program (EEOC) is designed to develop and maintain competent supervisors and managers with the basic understanding of EEO laws and regulations.

The contractor shall provide qualified instructors experienced in presenting EEO training to Federal Government personnel. Classroom training shall include practical exercises delivered and administered in a manner that emphasizes the EEO laws and regulations.

The classroom instruction should provide the students with an understanding of the responsibilities and obligations of Managers and Supervisors. Upon completion of the classroom training, students should not only have knowledge of the objectives, but also be able to demonstrate the application of that knowledge as it pertains to their job function.

The contractor shall provide managers and supervisors with a basic understanding of EEO laws and regulations as well as their responsibilities with respect to EEO affirmative employment and managing diversity. The contractor will provide hardcopy training workbooks reflecting current EEO policies, processes, and procedures. The contractor may submit electronic training material for upload into NRC's electronic Learning Management System, iLearn (See Course Materials Section Below).

The contractor shall become familiar with NRC's Comprehensive Diversity Management Plan Document in advance of providing the training. Additionally, the contractor shall briefly introduce NRC Diversity Management messaging into the modules that are taught at the NRC for the EEO training for

Supervisors and Managers. Prior to the contractor providing the training, the NRC shall review each module to be included in the training in advance of the training sessions.

The NRC's Professional Development Center (PDC), located in Bethesda, Maryland is the primary location for delivery of the on-site instructor led classroom training. Additionally, this course will be instructor led to our alternative locations via VTC, webinar, or go to meeting.

6.1 NRC INSTRUCTOR-LED CLASSROOM TRAINING

The contractor will conduct classroom instruction in a professional manner by a qualified, experienced instructor in the subject matter in order to impart information to students and ensure meeting learning objectives.

The contractor will provide the personnel, management, and technology necessary to provide qualified instructors at the NRC's training facilities at agreed-upon dates and times.

Specifically, the instructor shall perform the following activities at NRC facilities:

- Cover the objectives of each course presented to ensure meeting the learning objectives.
- When teaching at the NRC's facilities, instructors shall arrive in sufficient time prior to the start of each class to check the training room, lay out course materials, prepare equipment, etc. as necessary.
- The contractor shall account for attendance by ensuring the daily completion of a NRC sign-in sheet. The instructor will turn-in the sign-in sheet to the designated NRC point of contact at the end of each day.
- The instructor shall administer and collect all examinations (if applicable) on the last day of class. Within fourteen (14) days of the end of each course, the contractor shall submit an examination report containing the test results

6.2 COURSE MATERIALS (STUDENT WORKBOOKS)

The contractor shall provide its EEO training workbooks, which includes practical exercises, necessary reference material, and handouts for its classroom courses. The course workbook provided by the contractor must reflect current policies, practices and procedures.

For classes taught at the NRC PDC, the contractor will deliver the hard copy training materials to the NRC PO twenty (20) working days prior to the first day of class to the following address:

Nuclear Regulatory Commission
Professional Development Center
ATTN: PDC Resource
7201 Wisconsin Avenue, Suite 425
Mail Stop GW-4A1
Bethesda, MD 20814

The shipped training materials must have the title of the course, date of presentation, and the NRC PO's name noted on the outside of the box.

6.3 PAPERLESS-ELECTRONIC TRAINING MATERIAL (STUDENT WORKBOOKS)

The NRC may elect to offer paperless electronic training workbooks for the students. If the NRC decides to use this method, the contractor will be required to provide an Adobe Acrobat version of the training materials to the PO twenty (20) working days prior to the first day of class, to allow the NRC to load the materials onto the NRC provided laptop or notebook computer.

7.0 GOVERNMENT FURNISHED INFORMATION OF PROPERTY

Upon award of the Task Order, the NRC shall furnish the contractor with the file to conduct the requested services. The contractor shall have access to office space and/or conference rooms in which to conduct interviews in connection with EEO counseling or investigative services. The NRC shall provide reasonable accommodation to individuals involved in the counseling or investigative process. Only the matters referred to above will be furnished by the government.

8.0 TRAVEL

Informal EEO counseling and investigations may require local travel within the Washington, D.C. metropolitan area and the areas surrounding the Agency's four regional offices, or long distance travel to those areas. The contractor shall submit any request for long distance travel, to the Project Officer, within five (5) working days of receipt of the counseling or investigative assignment and prior to any scheduled travel. The Travel Request, at a minimum, shall contain the following: the date(s) and location(s) of the counseling or investigation inquiry, the proposed number of individuals to be interviewed, the estimated cost for travel, hotel, and rental car and, any other expenses that may be incurred in connection with the counseling inquiry. All travel shall take place in accordance with Federal Travel Regulations. To minimize travel expenses, the contractor shall make every effort to assign a counselor that is located within the state where the major portion of the services is to be conducted.

- 3) Provide Incremental funding in the amount of \$10,000 thereby increasing the obligated amount from \$49,300 to \$59,300.00.

Summary of Obligations:

| | |
|------------------------------|--------------------|
| FY 2011 Obligations | \$38,000.00 |
| FY 2012 Obligations | \$ 21,300.00 |
| Total NRC Obligations | \$59,300.00 |

All other terms and conditions remain unchanged.