

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES

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

BPA NO.

1. DATE OF ORDER <b>7/5/2005</b>		2. CONTRACT NO. (if any) GS22F9735H		6. SHIP TO:	
3. ORDER NO. DR-27-05-313		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Attn: Marva Gary	
4. REQUISITION/REFERENCE NO. SBC05313		5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts Attn: Elinor Cunningham Mail Stop T-7-I-2 Washington, DC 20555		b. STREET ADDRESS Mail Stop T-2F18	
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555
a. NAME OF CONTRACTOR JDG ASSOCIATES, INC.		f. SHIP VIA		8. TYPE OF ORDER	
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 27 SCENIC LOOP RD		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.		Except for billing instructions on the reverse, this delivery/task order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY BOERNE TX 780066860	e. STATE	f. ZIP CODE			
9. ACCOUNTING AND APPROPRIATION DATA JOB CODE: D1352 B&R NO: 57P155C2316 BOC: 252A 31X0200 DUNS NO: 624408167		\$10,000.00		10. REQUISITIONING OFFICE SDB  SDB	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input checked="" type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS				12. F.O.B. POINT Destination	
13. PLACE OF		14. GOVERNMENT BL. NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) see below	
a. INSPECTION	b. ACCEPTANCE			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)
	<p>This Blanket Purchase Agreement is subject to the terms and conditions set forth under GSA Federal Supply Schedule Contract No. GS-22F-9735H, to conduct Investigation and Counseling Services in accordance with the attached Statement of Work.</p> <p>The Base Year - Period of Performance: July 5, 2005 - July 4, 2006. Option Year 1 - Period of Performance: July 5, 2006 - July 4, 2007. Option Year 2 - Period of Performance: July 5, 2007 - October 31, 2007.</p> <p>NRC reserves the right to exercise the option years.</p> <p>The FFS Schedule rates are attached.</p> <p>NRC Project Officer: Marva Gary, 301-415-7382</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)  17(i). GRAND TOTAL
	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		0.00	

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Elinor Cunningham  TITLE: CONTRACTING/ORDERING OFFICER
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TEMPLATE - ADM001

**SISP REVIEW COMPLETE**

**ADM002**

DR-27-05-313  
JDG Associates

**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 \$10,000.00.

**AUTHORIZATION TO PLACE CALLS:**

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

Marva Gary, 301-415-7382 (Project Officer)  
Corenthis Kelly, 301-415-5977

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

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

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

**DELIVERIES:**

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

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

The Contractor shall provide the following information with delivery/call as indicated below:

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

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

In the event of any delay in meeting the agreed upon delivery date, the Contractor shall provide an explanation to the 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 call
- e. Itemized list of services furnished
- f. Quantity, unit 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 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 shall be supported by copies of delivery tickets. Submit the invoice/statement in duplicate to the following address: (STATE PURCHASE ORDER NUMBER ON ALL INVOICES)

U.S. Nuclear Regulatory Commission  
Office of the Controller  
Division of Accounting and Finance, T-9H4  
Washington, DC 20555

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



## TASK ORDER TERMS AND CONDITIONS

NOT SPECIFIED IN THE CONTRACT

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### A.1 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR CH. 20 A.2 OTHER APPLICABLE CLAUSES

See Addendum for the following in full text (if checked)

52.216-18, Ordering

52.216-19, Order Limitations

52.216-22, Indefinite Quantity

52.217-6, Option for Increased Quantity

52.217-7, Option for Increased Quantity Separately Priced Line Item

52.217-8, Option to Extend Services

52.217-9, Option to Extend the Term of the Contract

### A.3 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.

52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
2052.215-77	TRAVEL APPROVALS AND REIMBURSEMENT	OCT 1999

### A.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

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

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

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

**STATEMENT OF WORK**  
**Investigation and Counseling Services**

**A. 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 and investigation 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.

**B. BACKGROUND**

The NRC 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, except for the use of 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, Region II - Atlanta Federal Center, 23 T 85 Atlanta, Georgia, Region III - 801 Warrenville Road, Lisle, Illinois, Region IV - 611 Ryan Plaza Drive, Suite 400, Arlington, Texas. The Office of Small Business and Civil Rights 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, effective November 9, 1999.

**C. AGENCY PERSONNEL**

**Project Officer** - the NRC official who has oversight responsibility for the Blanket Purchase Agreement (BPA) and provides coordination between the contractor and NRC management, as well as individuals who seek redress through the Agency's administrative discrimination complaint process and witnesses. The Project Officer has the responsibility for all NRC technical and program decisions relating to these services. The Project Officer is not authorized to issue any instructions or directions which affect any increase or decrease in the cost of the BPA or period of performance as defined therein. The Contractor shall contact the Contracting Officer or their designated official to discuss contractual issues.

**NRC Project Officer** - Marva C. Gary, Civil Rights Program Manager, NRC, Office of Small Business and Civil Rights, who is responsible for the administrative discrimination complaint process, will serve as the Project Officer for the BPA. As Project Officer, she will be responsible for assigning cases to the contract firm for informal counseling or investigation and, ensuring that the firms receive the necessary cooperation from agency personnel to complete their services within the established time frames, and that the resulting work products meet the quality standards set forth herein. At the time the case is assigned, the Project Officer will designate someone in Headquarters and/or the appropriate regional office to serve as a contact person to assist the contractor in locating employees, documents and space to conduct interviews.

## **D. SCOPE OF SERVICES**

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.

### **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 contractor shall be provided a Letter of Authorization to Conduct EEO Counseling which will advise participants of the contractor's authority in the conduct of the counseling inquiry and their rights and responsibilities in the process. During the initial interview with the aggrieved person (AP), the contractor shall be required to provide the AP the Agency's pamphlet on the Discrimination Complaint Process and an overview of the information in the pamphlet, including the right to request to pursue 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 should include a 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.

The contractor shall submit any request for long distance travel, to the Project Officer or designated Agency official, within five (5) work days (Monday-Friday), of receipt of the counseling assignment and prior to any scheduled travel. The Travel Request, at a minimum, should include the date(s) and location(s) of the counseling 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. Travel will be approved in accordance with the applicable 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. If the AP raises additional claims after the case is assigned to counseling, the contractor shall notify the Agency. The contractor shall be provided an amended task order to cover the cost of counseling the additional claim(s) based on the GSA Schedule rates under the Blanket Purchase Agreement.

If there is reason to believe that the matter will not be resolved or completed within the required 30 calendar days, the contractor must 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 must be forwarded to the Project Officer for approval by electronic mail or fax, no later than the 25<sup>th</sup> 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 and on that same day, submit a draft Notice of Right to File a Formal Discrimination Complaint (NRTF) to the Project Officer or designee for approval. Upon approval by the Project Officer, the contractor shall sign the NRTF and issue it to the aggrieved person. Within 5 work days after the NRTF is approved by the Project Officer, the contractor shall submit an EEO Counseling Report summarizing the counseling inquiry, to the Project Officer or designee for approval. The by electronic mail or fax

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 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 that have been properly sanitized
4. Information to determine timeliness of the claim(s) in the event a formal complaint is filed
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 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 forward it to the Project Officer or designee 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) work days of receipt.

If the AP initially elects to pursue a resolution through traditional EEO counseling, (s)he may later decide to pursue a resolution through ADR if there is at least 30 calendar days remaining in the 90 calendar-day informal complaint period. The combined period for EEO counseling and ADR during the informal stage must not exceed 90 calendar days from the date the AP sought EEO counseling. If the AP elects to pursue a resolution through ADR, the contractor must terminate counseling and forward the case to the Project Officer for assignment of a mediator. If the matter is not resolved during ADR, the Project Officer will notify the contractor to conduct the final interview and submit the draft NRTF for approval. 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 would also state that the AP participated in ADR, the date ADR was conducted and that ADR was unsuccessful in resolving the matter.

#### **INVESTIGATIVE SERVICES**

The contract investigator shall conduct an investigation of discrimination complaints filed against the Agency by employees and applicants for employment under Title VII, ADEA, Rehabilitation Act and EPA. The contract investigator shall conduct a thorough review of the circumstances under which the alleged discrimination occurred and prepare an investigative file (file) that contains sufficient information to decide the merits of the case. The file shall include a detail summary of the information in the file.

The contractor shall submit a request for travel (See EEO Counseling section for information regarding the requirements for the travel request) for approval prior to beginning travel in connection with the investigation. To minimize travel expenses, the contractor shall make every effort to assign an investigator that is located within the state where the major portion of the services is to be conducted.

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 investigation, the contractor will be provided an amended acceptance/dismissal letter and be requested to investigate the additional claim(s). The contractor will also be provided an amended task order to cover the cost of investigating the additional claim(s) based on the GSA Schedule rates under the Blanket Purchase Agreement. Use of alternative methods of investigation such as fact finding conferences, video-conferences, telephone interviews and interrogatories must have prior approval from the Project Officer or designee.

The contract investigator 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 or designee.** If the complainant or a witness fail to submit a signed affidavit within the time specified in a written notice from the contract investigator, the matter should be brought to the attention of the Project Officer or designee without delay. The amount of time the complainant or a witness is provided to respond to the contract investigator'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 investigator 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 contract investigator should request assistance, if needed, in locating witnesses, obtaining a room to conduct interviews, and any other logistical matters. The contract investigator shall provide a Letter of Authorization (Letter) to Investigate when requesting documents.

The contract investigator shall schedule witness interviews in advance and advise them regarding the matter to be discussed. The contract investigator 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 investigator shall provide a justification memorandum to the file 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 contract investigator 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 a reasonable amount of time to read the Letter and ask questions. The signed Letter should be included in the investigative file 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 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, if necessary to review in order to provide accurate testimony, verify the content or purpose of the document, 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 in the report. The response to the questions should be stated in the affidavit in context so that the meaning is clear to the reviewer. The affidavit should include the witness' protected status (race, age, disability, etc.) for each basis alleged in the accepted issues of the complaint. **A typed conforming copy must be included in the record for any affidavit that is not legible and/or that contains numerous revisions by the witness.** The investigator shall include an investigator's memorandum in the file to clarify substantive revisions to the affidavit made by the complainant or witnesses. The affidavits with original signatures **must** be contained in the original investigative file. The witness should 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.

#### **INVESTIGATIVE FILE**

In some instances, documents required to develop the investigative file may have to be obtained from various headquarters and regional offices. The contractor shall request specific documents through the contact person assigned. The contractor should 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 not required to decide the merits of the case. On those documents, the individual should 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 should be used consistently throughout the Investigative file 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 investigative file should be identified in the table of exhibits.

Prior to including a document in the investigative file, the investigator 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 investigative file has been noted, the documents have been properly sanitized, questions regarding confidentiality have been resolved, and, where required, permission has been obtained from an authorized Agency official to include the document in the record. The investigator shall ensure that an explanation of abbreviations and codes included on documents is included in the record.

The completed investigative file shall include all affidavits and documentary evidence that are relevant to the accepted issue(s) and basis(es) of the complaint. The investigative file shall also include a detailed summary analysis of the evidence contained in the file. The contractor shall only include information in the investigative file that is relevant to the accepted issue(s) and

basis(es) alleged and is necessary to decide the merits of the case. The contractor shall forward any information received but not included in the investigative file 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. See Delivery of EEO Counseling and Investigative Services below for information regarding requests for extension of period of performance.

#### **E. DELIVERY OF EEO COUNSELING AND INVESTIGATIVE SERVICES**

All services shall be delivered within the period stated herein unless an extension has been approved by the Agency for any reason deemed appropriate. To avoid unnecessary extensions, the contractor is required to bring to the attention of the Project Officer or designee any incidents of excessive time taken by any NRC employee to cooperate in the conduct of the counseling inquiry or investigation. Requests for extensions will be approved if the delay was promptly brought to the attention of the Project Officer or designee and the contractor has provided documentation to show 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 BPA. Extensions will also be granted by the Project Officer or designee in those instances when the Project Officer or designee 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 products resulting from EEO counseling or investigative services to the Project Officer, as follows:

Express mail or hand delivery: U.S. Nuclear Regulatory Commission, ATTN: Marva C. Gary, Civil Rights Program Manager, Office of Small Business and Civil Rights, Mail Stop T-2 F18, Two White Flint North, 11545 Rockville Pike, Rockville, Maryland 20852-2738.

U.S. mail: U.S. Nuclear Regulatory Commission, ATTN: Marva C. Gary, Civil Rights Program Manager, Office of Small Business and Civil Rights, Mail Stop T-2 F18, Washington, DC 20555-0001.

SBCR FAX No: 301-415-5953

SBCR E-mail: [EEOPROGRAMS@nrc.gov](mailto:EEOPROGRAMS@nrc.gov)

## **F. ACCEPTANCE OF PRODUCT**

Upon receipt of the Counseling Report, the NRC Project Officer, will have 15 work days to notify the contractor, in writing, whether or not the work product is acceptable. In the case of an settlement agreement, the work product will be deemed acceptable upon execution by all parties to the agreement, and the contractor will be notified within 3 work days. In the case of an investigation, the NRC Project Officer will have 30 work days to provide written notification to the contractor that the work product is acceptable. However, if the contractor has not received the written notification from the Agency once the period of review and acceptance expires, the contractor may submit the invoice for payment at that time. Failure to maintain satisfactory performance of the work and/or meet the established time frames set forth herein, may result in the cancellation of the BPA.

## **G. PERIOD OF PERFORMANCE**

The period of performance is from date of this award through July 4, 2006 with two option periods.

## **H. Payment Considerations:**

### **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, in accordance with the contractor's GSA Schedule contract. The contractor may submit the invoice for payment upon receipt of notification from the Project Officer that the requested service has been terminated.

### **Cases Returned for Supplemental Investigation or Counseling Inquiry, Corrections, Revisions Based on Incomplete or Inadequate Contractor Work Products.**

Cases returned to the contractor in these instances must be given priority consideration to ensure completion within a period agreed upon by both the contractor and Project Officer or designee. In those instances, the work will be completed at no additional cost to the Agency.

## **I. Special Requirements**

The contractor must provide a list of individuals assigned to perform work under the BPA, to include the location and statement of qualifications of each to perform the required services. During the life of the BPA, the contractor will provide the Project Officer or designee, an updated list of investigators and other key personnel assigned to cases, along with a statement of qualifications of each individual added to the list. Incidents of unsatisfactory performance or conduct on the part of a contract employee under the BPA will be brought to the attention of the contractor for appropriate action. If problems persist, the Project Officer or designee will have the option of requesting that the individual be removed from the case or no longer be assigned to NRC cases under the BPA.

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.

## **J. Management of BPA**

The contractor is 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 is responsible for the conduct of EEO counseling and investigative services, including sanitizing, writing, editing, typing, copying, assembling and delivering the completed work products.

## **K. Conflict of Interest**

Notwithstanding any other provision of the BPA, during the term of this BPA, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to an actual or apparent conflict of interest with respect to the work being performed under this BPA. The contractor shall ensure that all employees who are employed full time under the BPA and employees designated as key personnel, if any, abide by the provision of this clause. If the contractor believes, with respect to itself or any such employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a possible conflict of interest, the contractor shall obtain the written approval of the Contracting Officer prior to the execution of such contractual arrangement.

## **L. Private Use and Non-disclosure of Confidential Information**

In connection with the performance of work under the BPA, the NRC may furnish for the contractor's review and evaluation or other use, certain trade secrets of confidential, privileged commercial or financial information. The Investigator shall not publish, permit to be published, or distribute for public consumption any information, oral or written, concerning the results of conclusions made pursuant to the performance of work under the BPA, without the prior written consent of the Contracting Officer. (Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.)

The contractor agrees to hold all information obtained in performance under the BPA in confidence, and not disclose it either to anyone outside the NRC or to another contractor employee not involved in performance of services under this BPA. Furthermore, the contractor agrees not to use any such confidential information for any purpose other than performance of the BPA.

The contractor shall maintain confidential business or personnel information obtained, as described herein, in a safe or locked file cabinet to which only employees performing work under this BPA shall have access. Materials obtained during the performance of services but not included in the report of investigation or attachment to the EEO Counseling Report should be returned to the Project Officer or designee for appropriate action or destruction.

The contractor shall take steps to ensure that when affidavits or other documents in connection with the investigation are mailed to a witness' work location, the envelope is clearly marked **CONFIDENTIAL OPEN BY ADDRESSEE ONLY**. Confidential material may still be opened in the mail room even though such precautions have been taken. Therefore, to ensure confidentiality, whenever possible, affidavits and other such confidential documents should be forwarded to the individuals' home address. The investigator agrees to conform to all regulations, requirements and directions of the NRC with respect to all such material noted above.

#### **M. Subcontracts for Work or Services**

No contract shall be made by the contractor with any other party for furnishing any of the work or service stated herein without approval of the Contracting Officer, but this provision will not be taken as requiring the approval of contracts of employment between the Investigator and personnel assigned for services hereunder.

#### **N. Government Furnished Information of Property**

Upon award of the BPA, 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.