

**ORDER FOR SUPPLIES OR SERVICES**

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

1. DATE OF ORDER 05-02-2006	2. CONTRACT NO. (If any) GS22F9784H	6. SHIP TO:	
3. ORDER NO. DR-27-06-310	MODIFICATION NO.	4. REQUISITION/REFERENCE NO. SBC-06-310 - 3/24/06	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts Attn: Contract Management Branch No. 1 Mail Stop T-7-I-2 Washington, DC 20555		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission ATTN: Ms. Lori Suto-Goldsbv	
		b. STREET ADDRESS 11545 Rockville Pike Mail Stop T-2C-2	
		c. CITY Washington	d. STATE DC

7. TO:	f. SHIP VIA
a. NAME OF CONTRACTOR DELANY, SIEGEL, ZORN & ASSOCIATES INC	8. TYPE OF ORDER

b. COMPANY NAME	<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY <small>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.</small>	<small>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.</small>
c. STREET ADDRESS 1 WADLEIGH PL		
d. CITY BOSTON	e. STATE MA	f. ZIP CODE 021272728

8. ACCOUNTING AND APPROPRIATION DATA 67P-15-5C1-316 D1352 252A 31X0200	\$10,000.00	10. REQUISITIONING OFFICE SDB Office of Small Business and Civil Right
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT N/A
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input 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		

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) May 2, 2007	16. DISCOUNT TERMS Net 30 days
a. INSPECTION	b. ACCEPTANCE			

17. SCHEDULE (See reverse for Rejections)

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 order is subject to the terms and conditions set forth under GSA Federal Supply Schedule No. GS-22F-9784H. The contractor shall conduct investigation and equal opportunity counseling services in accordance with the attached statement of work. Pricing shall be in accordance with the contractor's GSA FSS prices listed in the attached Pricing Table for SINS 595-1, 595-2, 595-3, 595-5, 595-6, 595-7, 595-9 and 595-16.</p> <p>The period of performance shall be the May 3, 2006 through May 2, 2007, with three one-year option periods.</p> <p>Base Year . . . . . \$10,000.00                      Option Year One . . . . . \$10,000.00                      Option Year Two . . . . . \$10,000.00                      Option Year Three . . . . . \$10,000.00                      Total Base Year and Options \$40,000.00</p> <p>NRC Contracting Officer: Carolyn A. Cooper (301)415-6737                      Contractor Contact: Sonya Hatten, (617)269-0849/9139 (fax)</p>					
			See CONTINUATION Page			

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	\$10,000.00
21. MAIL INVOICE TO:			
a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4			
b. STREET ADDRESS (or P.O. Box) Attn: (DR-27-06-310)			
c. CITY Washington	d. STATE DC	e. ZIP CODE 20555	NTE \$10,000.00

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Carolyn A. Cooper Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
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**TASK ORDER TERMS AND CONDITIONS**

NOT SPECIFIED IN THE CONTRACT

**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 PROJECT OFFICER AUTHORITY (ALT 1) (FEB 2004)**

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

Name: Lori Suto-Goldsby

Address: U.S. Nuclear Regulatory Commission  
ATTN: Mail Stop T-2-C-2  
11545 Rockville Pike  
Rockville, MD 20852

Telephone Number: (301) 415-0590

(b) The project officer shall:

(1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.

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

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

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

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

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

\*To be incorporated into any resultant contract

#### **A.4 2052.215-77 TRAVEL APPROVALS AND REIMBURSEMENT (OCT 1999)**

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

(b) The contractor must receive written approval from the NRC Project Officer before taking travel that was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work, or changes to specific travel identified in the Statement of Work).

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

(d) It is the responsibility of the contractor to notify the contracting officer in accordance with the Limitations of Cost clause of this contract when, at any time, the contractor learns that travel expenses will cause the contractor to exceed the estimated costs specified in the Schedule.

(e) Reasonable travel costs for research and related activities performed at State and nonprofit institutions, in accordance with Section 12 of Pub. L. 100-679, shall be charged in accordance with the contractor's institutional policy to the degree that the limitations of Office of Management and Budget (OMB) guidance are not exceeded. Applicable guidance documents include OMB Circular A-87, Cost Principles for State and Local Governments; OMB Circular A-122, Cost Principles for Nonprofit Organizations; and OMB Circular A-21, Cost Principles for Educational Institutions.

#### **A.5 52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from May 3, 2006 through March 2, 2007.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### **A.6 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 .

#### **A.7 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)**

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

#### **A.8 52.224-2 PRIVACY ACT (APR 1984)**

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the design, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals

to accomplish an agency function, the Contractor and any employee of the Contractor is considered to be an employee of the agency.

(c) (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

## **A.9 SEAT BELTS**

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

**ORDERING PROCEDURES AND LIMITATION: CALL NUMBERS**

Orders placed under this BPA may be oral with written confirmation to be sent to the contractor (via facsimile or e-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, which includes all travel costs.

**AUTHORIZATION TO PLACE CALLS:**

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

Lori Suto-Goldsby, (301)415-0590

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

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

The NRC representatives shall provide the contractor with written confirmation of the call-sheet or 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 explain the delay to the NRC Project officer or ordering official.

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

- a. Name of Supplier
- b. Purchase order number
- c. Date of Call
- d. Name of individual who placed the call
- e. An itemized list of services provided
- 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 at least once a month or upon expiration of the BPA, whichever occurs first, listing all calls completed during the billing period and for which payment has been received. The summary invoice/statement shall list the call number, purchase order number and the amount that is due to the contractor. These invoices need not to be supported by copies of delivery tickets. Submit an original and four copies of the invoices/statement to the following address:

U.S. Nuclear Regulatory Commission  
ATTN: DR-27-06-310  
Division of Contracts  
Mail Stop T-7-I-2  
11545 Rockville Pike  
Rockville, MD 20852

**TRAVEL**

Local travel (exceeds 100 miles from the location where the ADR service is provided) costs, when applicable, shall be in accordance with Government Travel Regulations.

## **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, 61 Forsyth St., SW, 23 T 85 Atlanta, Georgia; Region III - 2443 Warrenville Road, Suite 210, Lisle, Illinois; and Region IV - 611 Ryan Plaza Drive, Suite 400, Arlington, Texas. 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. (July 1, 2004)

#### **C. AGENCY PERSONNEL**

**NRC 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.

Lori Suto-Goldsby, 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 Contract

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 of receipt of the formal complaint 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 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 Contract. 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. The contractor shall also provide a disk or CD-ROM of the summary, correspondence, affidavits and any original work performed by the investigator. 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: Lori Suto-Goldsby, Civil Rights Program Manager, Office of Small Business and Civil Rights, Mail Stop T-2C2, Two White Flint North, 11545 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 T-2C2, Washington, DC 20555-0001.

SBCR FAX No: 301-415-5953

## **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 September 30, 2006, with up to three, one year renewal options.

## **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, as indicated in the GSA 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 or 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.