

AWARD OF INTERAGENCY AGREEMENT

NRC-27-07-302

4. AGENCY LOCATOR NO. 5. B & R NUMBER

31000001 77P-15-5C1-316

7. JOB CODE 8. APPROPRIATION SYMBOL

D1352 31x0200

9. BOC 10. DOCUMENT IDENTIFICATION NUMBER

252A SBC-07-302

11. NAME AND ADDRESS OF SERVICING AGENCY

United States Postal Services
National EEO Investigative Services Office
P.O. Box 21979
Tampa, FL 33622-1979

6. ISSUED BY

U.S. Nuclear Regulatory Commission
Washington, DC 20555-0001

PROJECT MANAGER

Florine Williams

12. JOB CODE TITLE

EEO Investigative Services

13. AGREEMENT PERFORMANCE PERIOD

BEGIN END
05/01/2007 03/31/2011

14. OBLIGATION AVAILABILITY PROVIDED BY

Table with 2 columns: Description (A. THIS ACTION, B. TOTAL PLACED PRIOR TO THIS ACTION..., C. TOTAL ORDERS TO DATE..., D. TOTAL ORDERS TO DATE...) and Amount (\$ 10,000, \$, \$, \$ 10,000)

15. ATTACHMENTS

THE FOLLOWING ATTACHMENTS ARE MADE A PART OF THIS AGREEMENT

- STATEMENT OF WORK
ADDITIONAL TERMS AND CONDITIONS
OTHER (Specify)

16. SECURITY

- WORK ON THIS AGREEMENT INVOLVES CLASSIFIED INFORMATION
WORK ON THIS AGREEMENT INVOLVES SENSITIVE UNCLASSIFIED INFORMATION
WORK ON THIS AGREEMENT IS UNCLASSIFIED AND NOT SENSITIVE

17. FEE BILLABLE UNDER 10 CFR PART 170 YES NO

18. REMARKS

The U.S. Nuclear Regulatory Commission (NRC) requires the services of the U.S. Postal Service to provide the necessary personnel, expertise, materials, and administrative services to conduct Equal Employment Opportunity (EEO) investigative services for all allegations of employment discrimination.

19. AUTHORITY TO ENTER INTO INTERAGENCY AGREEMENT (Check only one)

- ENERGY REORGANIZATION ACT OF 1974, AS AMENDED
THE ECONOMY ACT OF 1932
THE CLINGER-COHEN ACT OF 1996
OTHER (Specify)

20. ADVANCE PAYMENT IS NOT AUTHORIZED IS AUTHORIZED (Requires approval by Director, DFS/OCFO)

21. ESTIMATED COST FOR FULL PERFORMANCE OF THIS AGREEMENT

Table with 6 columns: FY 2007, FY 2008, FY 2009, FY 2010, FY, TOTAL. Values range from \$10,000 to \$40,000.

22. CERTIFICATION OF FUNDS

This certifies that funds in the amount cited in Block 14.A. are available in the current fiscal year allowance for work authorized by this agreement.

FUNDS CERTIFICATION OFFICIAL (Typed Name) SIGNATURE DATE
Virginia Bolding, NRC form 400 on File [Signature] 5-11-07

23. SIGNATURES

NRC ISSUING AUTHORITY (Typed Name and Title) SIGNATURE DATE
Stephen Pool, Contracting Officer [Signature] 5/7/07

SERVICING AGENCY OFFICIAL/DESIGNEE (Typed Name and Title) SIGNATURE DATE
William Galderon, Contracting Officer [Signature]

TEMPORARY NRC FORM 662 (3-2007)

SUNSI REVIEW COMPLETE

MAY 14 2007

ADM002 PRINTED ON RECYCLED PAPER

**NRC CONTACTS:
TECHNICAL:**

FULL NAME Florine Williams		ADDRESS Mail Stop: T-2-C-2 Washington, DC 20555
TELEPHONE NUMBER 301-415-7385	FACSIMILE NUMBER	
E-MAIL ADDRESS fmw1@nrc.gov		

ADMINISTRATIVE:

FULL NAME Mandy Mauer		ADDRESS Mail Stop: T-7-I-2 Washington, DC 20555
TELEPHONE NUMBER 301-415-0030	FACSIMILE NUMBER 301-415-8157	
E-MAIL ADDRESS mnm2@nrc.gov		

**OTHER AGENCY'S CONTACTS:
TECHNICAL:**

FULL NAME Lori Suto-Goldsby		ADDRESS Mail Stop: T-2-C-2 Washington, DC 20555
TELEPHONE NUMBER 301-415-0590	FACSIMILE NUMBER	
E-MAIL ADDRESS lsg1@nrc.gov		

ADMINISTRATIVE:

FULL NAME		ADDRESS
TELEPHONE NUMBER	FACSIMILE NUMBER	
E-MAIL ADDRESS		

BILLING INFORMATION: To receive reimbursement under this agreement, forward to NRC on a (check one):

monthly quarterly other Payment via IPAC basis, an original and three copies of Standard Form 1081 in accordance with the Treasury Fiscal Requirements Manual, Bulletin No. 78-09, or, if possible, bill monthly through the OPAC system. Send reimbursement requests to the following address:

Payment Policy and Obligations Team
Mail Stop: T-9 F30
Division of Financial Services
Office of the Chief Financial Officer
U.S. Nuclear Regulatory Commission
Washington, DC 20555-0001

Any NRC funds remaining unexpended at the end of a fiscal year may be carried over into future fiscal years unless otherwise notified by NRC.

REPORTING REQUIREMENTS: Submit reports to the NRC in accordance with the statement of work. Submit financial status reports on a (check one):

monthly quarterly other _____ basis. These reports shall contain a brief letter status which summarizes the expenditure of NRC funds. This report shall address the following categories, as applicable: (1) staff effort; (2) travel; (3) equipment and supplies; and (4) subcontract costs. Each report shall include by category: (a) costs for the previous month; (b) cumulative costs and uncosted obligations to date; and (c) projections for the remainder of the NRC obligated funds. The first monthly report shall provide the initial projections, and subsequent reports shall either indicate revised projections or indicate "no change in the cost and uncosted expenditure projection."

Submit these reports to the NRC Technical Contact by the 20th day of the month following the reporting period.

TERMINATING THE AGREEMENT: This agreement may be unilaterally terminated by either party generally upon 30 days' written notice to the other party. NRC will pay its share of any project expenses up to the termination date. Any expenses incurred in terminating this agreement will be paid by the party terminating the agreement. Any unexpended funds shall be returned to the NRC.

INTERAGENCY AGREEMENT
Between the
U.S. Nuclear Regulatory Commission
and the
UNITED STATES POSTAL SERVICE

I. PURPOSE

The U.S. Nuclear Regulatory Commission (NRC) and the United States Postal Service (USPS) hereby enter into an agreement for the USPS to provide EEO investigative services to the NRC.

II. BACKGROUND

The USPS currently contracts with private parties to perform investigations of claims of discrimination against the USPS under various federal statutes, as well as to prepare final decisions on such claims. The NRC desires to utilize these contractors to perform similar services regarding claims of discrimination against the NRC.

III. AUTHORITY

This agreement is made under the authority of 39 U.S.C. sec. 411, "Cooperation with other Government agencies."

IV. SERVICES

USPS will provide the NRC with services to investigate complaints of discrimination under various federal statutes on such complaints. These services will be provided pursuant to a Statement of Work that is mutually agreed to by the parties. This Statement of Work may be revised by the parties at any time by mutual agreement.

The NRC agrees to provide a person, who will come to Tampa, Florida at USPS expense, to educate the investigators who will be working on NRC projects. NRC also agrees to provide at least one contact point (with one back-up person designated in the event the principal contact person is unavailable) within NRC to assist USPS in resolving issues quickly and effectively should there be problems in receiving cooperation from any NRC employees regarding the provision of services under this agreement.

V. CANCELLATION POLICY

An investigation can be cancelled at NRC's convenience for any reason. Cancellation for convenience will be paid on a graduated scale based on work performed:

- 20% if complainant's affidavit has been requested;
- 30% if the Management Official affidavits and documents have been requested;
- 50% if draft Report of Investigation (ROI) has been submitted;
- In no event whatsoever will USPS be entitled to more than 50% of its fee should the agreement or any task order issued thereunder be cancelled.

The percentage of payment of fee referred to above is and will be USPS's sole measure of recovery and (USPS) waives recovery of damages under any other factual or legal theory whatsoever.

VI. QUALITY COMMITMENT

USPS is committed to providing NRC with services under this agreement that are of the highest quality and timeliness possible. Pursuant to this commitment, USPS states that the investigative services provided under this contract will be furnished to NRC within 90 calendar days of Investigative Plan approval by the parties.

VII. COST

The following will be the cost charged to NRC for the services USPS will provide to it:

Fee per investigation, one issue:	\$ 2,000.00
Per additional issue:	\$ 200.00
Continuing Violation:	\$ 2,500.00
Fee per investigation with amendments:	\$ 2,600.00
Fee per consolidated investigative case, one issue:	\$ 3,000.00
Per additional issue:	\$ 200.00
Continuing Violation:	\$ 2,500.00
Fee per supplemental investigation:	\$ 1,350.00
Fee for expedited investigation (completed within 30 calendar days of IP approval):	\$ 900.00
Fee per final decision:	\$ 950.00
Fee for consolidated final decision:	<u>\$ 1,100.00</u>
 For a total not to exceed:	 \$40,000.00

VIII. PAYMENT

Payment will be made to the USPS via IPAC. The NRC agrees to reimburse funds up to the dollar amount of this agreement, upon receipt of a properly executed Standard Form 1080 or 1081. The appropriate form must be executed in original and three (3) copies, be identified with agreement number and accounting data, and transmitted to the following office for funds action:

U. S. Nuclear Regulatory Commission
Payment Team, Mail Stop: T-7-I-2

ATTN: (NRC-27-07-302)
Washington, DC 20555

IX. CONFIDENTIALITY

The parties to this agreement will adhere to Federal laws, regulations, and rules regarding the confidentiality of the EEO records generally, and of the information contained within, including but not limited to the provisions of the Privacy Act and its implementing regulations, as well as the confidentiality provisions of Title VII of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act (ADEA), as amended, including the Older Worker's Benefit Protection Act (OWBPA).

X. INDEMNIFICATION

NRC agrees to indemnify and hold harmless USPS from any and all liability for any suit arising under or resulting from the services provided by USPS to NRC under this agreement.

XI. DISPUTES

In the event of any disputes between the parties arising from any provision of this agreement or any services provided to NRC under this agreement, the parties agree to submit such dispute to mediation to resolve such dispute. Should mediation of the dispute be unsuccessful the parties agree to submit the dispute to the United States Department of Justice for resolution, under the applicable regulations of the Department of Justice for resolving disputes between federal government entities.

XII. PERIOD OF AGREEMENT, MODIFICATION, AND TERMINATION

This agreement becomes effective upon signature by all parties. This agreement will remain in force and effect until it is terminated.

This agreement may be amended or modified at any time by mutual written agreement of the parties to the agreement.

This agreement may be terminated at any time by the mutual agreement of the parties. Additionally, either party may unilaterally terminate this agreement upon 30 calendar days written notice. If the agreement is terminated, the parties will, by mutual agreement, determine whether any existing requests for services will be completed or whether those requests will be returned to NRC.

STATEMENT OF WORK Investigative Services

A. OBJECTIVE

The U.S. Nuclear Regulatory Commission (NRC) requires the services of the United States Postal Service (USPS or Postal Service) to conduct Equal Employment Opportunity (EEO) investigative 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 NRC'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 investigations will be conducted in accordance with U.S. Equal Employment Opportunity Commission regulations at Title 29, Code of Federal Regulations, Part 1614. (2006)

C. PROJECT OFFICER AUTHORITY

NRC Project Officer - the NRC official who has oversight responsibility for the Interagency Agreement (Agreement) and provides coordination between the USPS and NRC management, as well as individuals who seek redress through the NRC'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 Agreement or period of performance as defined therein. The USPS shall contact the Contracting Officer or their designated official to discuss contractual issues.

Florine Williams, Civil Rights Specialist, NRC, Office of Small Business and Civil Rights, who are responsible for the administrative discrimination complaint process, will serve as the Project Officer for the Agreement. As Project Officer, she will be responsible for assigning cases to the USPS for investigation and, ensuring that the USPS receive the necessary cooperation from NRC 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 USPS in locating employees and documents.

D. SCOPE OF WORK

INVESTIGATIVE SERVICES

USPS shall conduct investigations of discrimination complaints filed against the NRC by employees and applicants for employment under Title VII, ADEA, Rehabilitation Act, and EPA. The investigations shall be performed to identify and obtain evidence from all relevant sources and gather sufficient information relevant to the claims in the complaint. The Report of Investigation will provide NRC with sufficient facts from which a finding or no finding of discrimination may be determined, and if a finding of discrimination is determined from which an appropriate remedy may be fashioned.

Base File - The scope of the investigation will be determined by NRC as to the type of complaint (individual harm, mixed case, joint or consolidated case), accepted issues and bases involved, and applicable EEO laws and theories of discrimination. The Postal Service shall receive a base file for each formal complaint to be investigated. Upon receipt of the base file, the U.S. Postal Service shall verify that the issues accepted for investigation are the same ones for which counseling was provided. The base file will contain the following items, where applicable:

- a. *Information for Pre-complaint Counseling.* (PS Form 3811 to show receipt, if delivered to the counselee by mail) and any other supporting documentation for the request for counseling.
- b. Receipt signed by the counselee for a publication on What You Need to Know About EEO. (PS Form 3811 to show receipt, if delivered to the counselee by mail).
- c. Representation/Anonymity (when issued).
- d. Allegations of Discrimination Based on Age (when issued).
- e. Agreement to Participate in an Alternate Dispute Resolution Process.
- f. Agreement to Extend the 30-Day EEO Counseling Process.
- g. Withdrawal of Informal EEO Complaint of Discrimination, or EEO Settlement Agreement, Pre-complaint, if the case has been either partially withdrawn or partially settled.
- h. *Notice of Right to File,* (PS Form 3811 to evidence receipt, if delivered to the counselee by mail).
- i. Dispute Resolution Specialist's (DRS) Inquiry Report.
- j. Any other documentary evidence collected by the counselor.
- k. Formal EEO Complaint.
- l. A copy of the complainant's Form 50.
- m. Correspondence to and from the complainant.
- n. A copy of the acceptance letter.
- o. Contact information (i.e., name, title, work address, telephone number, email address if available, and tour) of the complainant, responding

management official(s), and other witnesses, if any, interviewed by the counselor in the pre-complaint process.

- p. If retaliation is alleged, EEO tracking system printout through the formal complaint stage for all prior cases by the complainant.

Not all base files will contain every item listed above. The Postal Service shall inform the Project Officer of missing vital documents within three (3) business days of delivery of the base file. For purposes of establishing the required delivery date for a case, the case assignment will not be considered received until a complete base file is received by the Postal Service.

Amendments - If the aggrieved person raises additional claims after the case is assigned for investigation, the USPS shall immediately notify the NRC. If the complaint is amended to include an additional claim(s) after it is assigned to investigation, the USPS will be provided an amended acceptance/dismissal letter and be requested to investigate the additional claim(s). The USPS will also be provided an amended task order and invoice to cover the cost of investigating the additional claim(s). Each Amendment received after the draft ROI has been approved by NRC will be completed at the supplemental price as stated in the Interagency Agreement with the applicable extension of timelines. If a complaint is amended the Postal Service shall have an additional 45 days from the receipt of the amendment to complete the investigation each time the pending complaint is amended.

Consolidations - Pursuant to 29 CFR 1614.606 the agency shall consolidate two or more complaints filed by the same complainant and may consolidate complaints filed by two or more complainants if the complaints consist of substantially the same allegations of discrimination or relate to the same matter. If the NRC decides to investigate the new allegations as a consolidation of the ongoing investigation, the Project Officer shall contact the Postal Service and take the appropriate steps to modify the delivery order via a modification of the price and extension of time. Consolidations received prior to the draft approval will be at the price stated in the Interagency Agreement with the applicable extension of timelines. Each consolidation received after the draft ROI has been approved by NRC will be completed at the supplemental price as stated in the Interagency Agreement with the applicable extension of timelines. If a pending complaint is consolidated the Postal Service shall have an additional 45 days from the receipt of the consolidation to complete the investigation each time the pending complaint is subject to an additional consolidation claim.

MIXED CASES

The Postal Service shall complete mixed case investigations *within 70 days* of the date of the Investigative Plan approval. NRC agrees to refrain from amending or consolidating non-mixed case claims with mixed case claims.

REQUESTS FOR EXTENSION

NRC may grant an extension requested by the Postal Service or the complainant if requested at least ten (10) business days before the due date of a ROI. A request supported by the written agreement of the complainant to extend the time limits of 29 C.F.R. 1614.108(e) will be granted by NRC if it is received before the due date of the final Report of

Investigation. A request supported by the written agreement of the complainant may not extend the investigation period beyond the regulatory time limits for investigations.

COMPUTATION OF TIME

All time periods in this SOW stated in terms of days are calendar days, unless otherwise specified. The first day counted shall be the first business day after receipt of the case assignment or report, as applicable, and the last day of the time period shall be included, unless it falls on a Saturday, Sunday or Federal holiday, in which case the period shall be extended to the next business day.

TECHNICAL APPROACHES

The Postal Service may decide the appropriate technical approach for each specific investigation, based on the circumstances of each case. Acceptable approaches include conducting interviews through written correspondence, through email or by telephone. Other technical approaches may be used if approved by NRC. All pertinent testimony shall be secured from witnesses under oath or affirmation. To afford complainants an opportunity to show pretext, addenda to affidavits and/or supplemental affidavits from the primary parties to the complaint (i.e., complainant, responding management official) may be necessary.

COLLECTING AND VERIFYING DATA

The Postal Service shall gather relevant documentary and statistical information for each investigation as outlined in, but not limited to, EEOC MD 110. To gather relevant documentary and statistical evidence the Postal Service shall:

- a. Obtain objective evidence in regards to all claims for compensatory damages, e.g., medical records, or any other such documentation that would verify that an injury or harm had occurred, unless the Complainant affirmatively expresses in writing that he or she is not seeking compensatory damages.
- b. Review all relevant personnel records and statistical data and make copies as needed for inclusion in the ROI.
- c. Assemble the records/data collected in the format specified by the Postal Service.
- d. If, due to the Agency's action, the Postal Service has difficulty in obtaining documentary evidence or statistical information, the Postal Service shall contact the NRC.

CONDUCTING INTERVIEWS AND SECURING TESTIMONY

The method of securing testimony shall be consistent with the technical approaches outlined in this SOW. The Postal Service shall at a minimum:

- a. Provide proof of authorization to investigate.
- b. Inform witnesses that they have been identified as having information relevant to the complaint.
- c. Inform witnesses of their right to representation during the securing of testimony when applicable.

- d. Inform witnesses of their right to present evidence.
- e. When taking affidavits, inform the affiant that the affidavit shall contain a narrative response to each question and that the statement must be given under oath, affirmation, or by written declaration that it is being made under penalty of perjury.
- f. If witnesses wish to change the substance of their affidavit, the Postal Service shall allow the witnesses to change the affidavit and require them to initial each change made. If substantive changes to the testimony relating to the issue(s) are made, the rewritten and retyped, signed affidavit and the original affidavit shall be included in the investigative file. In this case, the Postal Service shall explain the circumstances in the ROI.
- g. Provide the affiant the option to include additional relevant information.
- h. Advise the witness immediately of the requirement to cooperate in the investigation. If the witness fails/refuses to cooperate, the Postal Service shall immediately advise the Project Officer verbally or electronically of the witness' failure to cooperate. The failure of a witness to cooperate shall be documented in the Report of Investigation.

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 USPS will bring the matter 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 contract investigator, based on the circumstances involved.

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 include an Investigator's Note in 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.

In conducting the interview, questions shall be posed to the witness in a clear and concise manner to obtain a proper response. 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. 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.

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.

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 USPS will be notified to terminate the investigative process. If the investigation is terminated, the USPS will be paid based on the amount of work completed as stated in the Interagency Agreement. If the matter is not resolved during ADR, the ADR process will be terminated and the case will be returned to the USPS 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. USPS shall request specific documents through the contact person assigned. USPS should contact the Project Officer for assistance if the USPS has a problem obtaining documents or scheduling witnesses.

SANITIZATION OF REPORTS OF INVESTIGATION

To avoid compromising the privacy of individuals identified for comparison, the USPS shall redact addresses, telephone numbers, social security numbers, and other personal information from documents not required to decide the merits of the case. The Postal Service shall delete further information from the final report copies if instructed by NRC.

Prior to including a document in the investigative file, the investigator shall ensure the documents have been properly sanitized. 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 of the complaint. The investigative file shall also include a detailed summary analysis of the evidence contained in the file. The USPS shall only include information in the investigative file that is relevant to the accepted issue(s) and basis alleged and is necessary to decide the merits of the case. The USPS shall forward any information received but not included in the investigative file to the Project Officer for appropriate action. **The USPS shall not make a recommendation regarding the merits of the complaint.**

FINAL REPORT OF INVESTIGATION

An original and four copies of the completed report shall be forwarded to the Project Officer within ninety (90) calendar days of acceptance of the case. The USPS 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 Investigative Services below for information regarding requests for extension of period of performance.

E. ON-SITE VISIT

When NRC has authorized an onsite investigation, the Project Officer through the Program Manager, Office of Small Business and Civil Rights, shall arrange for a private

meeting place to conduct the interview sessions. The meeting place shall include a telephone and other accommodations as required.

F. DELIVERY OF EEO INVESTIGATIVE SERVICES

DELAY OF WORK

If the performance of the work is delayed or interrupted by failure of a complainant or witness to complete an affidavit, provide documents, or otherwise act within a reasonable time, the Postal Service shall notify NRC immediately. The Postal Service will continue to investigate the complaint, unless NRC instructs the Postal Service to suspend the investigation, in which case the delivery date will be extended one day for each day of the suspension of the investigation. If an investigation is not suspended and the evidence is not provided prior to the delivery date, the Postal Service will prepare the ROI noting the efforts made to obtain the evidence not received. Such a ROI will not be considered incomplete by NRC on the basis of the lack of that evidence.

If the performance of the work is delayed or interrupted by failure of NRC or complainant to act within a reasonable time, the Postal Service shall advise the Project Officer after the initial effort proves unsuccessful. The Project Officer shall attempt to resolve the delay and shall advise the Postal Service on how to proceed. After three unsuccessful attempts within 15 workdays, the Postal Service shall document the Report of Investigation of all attempts, and inform the non-complying party that the investigation will proceed without the requested information.

If evidence is received by the Postal Service from the Complainant or other witness so late that it is impracticable for the Postal Service to obtain other relevant evidence by the delivery date (e.g., the Complainant's affidavit received a few days prior to the delivery date of the ROI and it identifies new witnesses), the Postal Service will notify the Project Officer. NRC may extend the delivery date for the ROI. If NRC does not extend the delivery date, the Postal Service will prepare the ROI noting the impact of the delayed receipt of evidence, and such a ROI will not be considered deficient in quality and timeliness by NRC on that basis.

The USPS shall forward products resulting from EEO investigative services to the Project Officer, as follows:

Priority Mail Signature Confirmation: U.S. Nuclear Regulatory Commission, ATTN: Florine Williams, Civil Rights Specialist, 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: Florine Williams, Civil Rights Program Specialist, Office of Small Business and Civil Rights, Mail Stop T-2C2, Washington, DC 20555-0001.

SBCR FAX No: 301-415-5953

Timeliness Standards - The Postal Service shall deliver the following drafts and reports for each ROI within the timelines specified in this SOW. For cases involving delays and

approved extensions, the Postal Service shall deliver the ROIs in accordance with the deadlines established by NRC as appropriate, unless another section of this Statement of Work specifically provides for the computation of an extension of any delivery date.

Deliverable	Delivery Date
Investigative Plan	Completed and delivered within 5 business days after receipt of the case. NRC has 5 business days to review and approve the Investigative Plan.
Draft Report of Investigation	Within 60 days of acceptance of case
Final Report of Investigation	Within 90 days of acceptance of case
Final Report of Investigation for Amended or Consolidated case	As computed by application of the sections for amendments and consolidations
Supplemental Investigation	As computed by application of the section for supplemental investigations
Mixed case investigation	As computed by application of the section for mixed cases

G. ACCEPTANCE OF PRODUCT

INVESTIGATIVE PLAN

The USPS within five (5) business days after receipt of the case assignment shall complete and deliver via email an investigative plan that shall include all steps of the investigation. The plan shall be provided to the Project Officer with a copy to the Program Manager, Office of Small Business and Civil Rights, for review and approval. The Project Officer, or designee, shall approve or disapprove the plan within five (5) business days of receipt of the investigative plan. If the plan is not approved, the USPS shall submit a revised plan within three (3) business days after the USPS' receipt or notice of the disapproved plan.

DRAFT REPORT OF INVESTIGATION

The Postal Service shall provide via email one (1) copy of the draft Report of Investigation (ROI), which includes the Investigative Summary in MS Word and copies of signed affidavits, to the Project Officer with a copy to the Program Manager, Office of Small Business and Civil Rights. The Project Officer will have fourteen (14) business days to review the draft ROI and provide any comments to the Postal Service, specifying what is required to make the ROI acceptable to the Project Officer. The Postal Service shall have ten (10) days after receipt of the Project Officer's comments to incorporate them into the final ROI and return it to the Project Officer. In no cases can the Postal Service exceed the due date for the final ROI, if corrections are required, unless an extension is approved by the Project Officer.

REPORT OF INVESTIGATION CONTENT AND FORMAT

The content and format of the investigative file shall be in accordance with EEOC MD 110 and the specific requirements as described herein. Reports shall be assembled using tabs as described below. For incomplete investigations due to settlement, withdrawal, or dismissal (including dismissal due to consolidation of a pending complaint with a case being heard by the EEOC), the report shall include the applicable documents as outlined below. Each report shall be labeled using the complainant's name and case number. The final report of investigation shall be indexed, tabbed, and securely bound and fastened in accordance with EEOC MD-110.

The Report of Investigation shall be arranged as follows:

Title Page

Standard Postal Service ROI format and content.

Tab "Investigative Summary"

The Postal Service shall list the contents of the file except where the tab clearly identifies the contents. Documents under each tab shall be numbered as shown in the sample ROI. The index shall include a list of the affidavits obtained, with basic information regarding the affiant. The Index shall also list and identify all exhibits, and include the number of pages each exhibit contains.

The Postal Service shall include a well-written analysis that contains an overview of the evidence that the investigator gathered. Each claim must be separately identified in the Summary and include a synopsis of relevant affidavit testimony, evidence, and applicable regulations. Claims for compensatory damages must also be listed and identified. The Summary shall assist the reader of the ROI by providing an overview of the claim of discrimination and the Agency's response to it. When applicable, the Summary shall present comparative data, clearly identified, in charts or matrix format.

Tab "Formal Complaint"

The Postal Service shall include the written and signed complaint document that allowed the investigation to proceed to the next step within the process.

Tab "Counselor's Report"

The Postal Service shall include all documents and correspondence collected from the Dispute Resolution Counselor during the informal process.

Tab "Issues to be Investigated"

The Postal Service shall include the Letter of Acceptance, which shall contain the scope of the issues to be investigated.

Tab "ADR"

This tab may include offers of ADR, acceptances of ADR, or notices of unsuccessful ADR; however documentation should not include the substance of ADR attempts.

Tab "Appellate Activity"

The Postal Service shall maintain a record of any and all pre-investigation appellant activity that pertains to the processing or disposition of the case.

Tab "Affidavits"

The Postal Service shall include all affidavits collected from the complainants and the witnesses, even if irrelevant to the issue under investigation. The affidavits shall be arranged in logical order, behind individual separators, with the complainant's affidavit always found at Tab A. Where affidavits are obtained via mail, the list of questions sent to the affiant must be included with the affidavit. If efforts to obtain an affidavit from the complainant are not successful, documentation regarding those efforts must be placed where Affidavit A would otherwise be found. If efforts to obtain affidavits from management officials or other witnesses are not successful, such efforts must be included behind other affidavit separators and identified in the ROI. Each affidavit must be independently numbered and identified, e.g. "Affidavit A, page 2 of 7."

Tab "Exhibits"

The Postal Service shall include all relevant documents that were gathered throughout the investigation, in logical order, behind individual separators. Each exhibit must be identified and independently numbered, e.g. "Exhibit 1, page 1 of 1" including documentation related to the settlement, withdrawal or dismissal of the case, if applicable.

Tab "Miscellaneous Correspondence"

The Postal Service shall include all relevant miscellaneous correspondence, including such documents as the Assignment Letter, Authorization Letter, and an Agreement to Extend 180-Day Investigative Process.

H. PERIOD OF PERFORMANCE

This Agreement may be terminated at any time by the mutual agreement of the parties. Additionally, either party may unilaterally terminate this agreement upon 30 days written notice. If the agreement is terminated, the parties will, by mutual agreement, determine whether any existing requests for services will be completed or whether those requests will be returned to the NRC.

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 USPS 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 section V. CANCELLATION POLICY, in the IAA. The USPS may submit the invoice for payment upon receipt of notification from the Project Officer that the requested service has been terminated.

K. MANAGEMENT OF INTERAGENCY AGREEMENT

The USPS is responsible for the overall management of the Agreement, to include planning, coordinating, and maintaining the confidentiality and integrity of the NRC's documents and files. In addition, the USPS is responsible for the conduct of EEO investigative services, including sanitizing, writing, editing, typing, copying, assembling and delivering the completed work products.

Materials obtained during the performance of services but not included in the report of investigation should be returned to the Project Officer or designee for appropriate action or destruction.

L. CONFLICT OF INTEREST

Notwithstanding any other provision of the Agreement, during the term of this Agreement, 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 Agreement. The contractor shall ensure that all employees who are employed full time under the Agreement 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.

M. PRIVATE USE AND NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

In connection with the performance of work under the Agreement, 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 Agreement, 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 Agreement 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

Agreement. Furthermore, the contractor agrees not to use any such confidential information for any purpose other than performance of the Agreement.

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 Agreement shall have access. Materials obtained during the performance of services but not included in the report of investigation should be returned to the Project Officer or designee for appropriate action or destruction.