

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES

1 7

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

1. DATE OF ORDER 02/10/2015		2. CONTRACT NO. (If any) GS22F9735H		6. SHIP TO:	
3. ORDER NO. NRC-HQ-7P-15-T-0001		4. REQUISITION/REFERENCE NO. SBCR-15-0004		a. NAME OF CONSIGNEE US NUCLEAR REGULATORY COMMISSION-	
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP 3WFN-05-C64MP WASHINGTON DC 20555-0001				b. STREET ADDRESS MAIL PROCESSING CENTER 4930 BOILING BROOK PARKWAY	
d. CITY ROCKVILLE		d. STATE MD	e. ZIP CODE 20852		
7. TO: ANDREA M GARZA				f. SHIP VIA	
a. NAME OF CONTRACTOR JDG ASSOCIATES INC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS 27 SCENIC LOOP RD				REFERENCE YOUR:	
d. CITY BOERNE				e. STATE TX	
				f. ZIP CODE 78006-8608	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE OFF OF SMALL BUS CIVIL RIGHTS	
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"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone					
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					
13. PLACE OF				14. GOVERNMENT B/L NO.	
a. INSPECTION Destination		b. ACCEPTANCE Destination		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 10 Days After Award	
16. DISCOUNT TERMS					

Except for billing instructions on the reverse, this delivery 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.

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.

**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)
	SBCR Investigative Services  Accounting Info: 2015-X0200-FEEBASED-7P-7PD001-51-K-167-L2284-252A Period of Performance: 02/10/2015 to Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)	
	21. MAIL INVOICE TO:							
	a. NAME NRC PAYMENTS						\$0.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) NRCPAYMENTSNRCSGOV							
c. CITY		d. STATE	e. ZIP CODE		\$7,531.00			

22. UNITED STATES OF AMERICA BY (Signature)			02/10/2015			23. NAME (Typed) SANDRA HARRELL TITLE: CONTRACTING/ORDERING OFFICER		
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TEMPLATE - ADMIN

SUNSI REVIEW COMPLETE

JUL 27 2015

ADMIN002

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO

2

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

DATE OF ORDER

CONTRACT NO.

02/10/2015

GS22F9735H

ORDER NO.

NRC-HQ-7P-15-T-0001

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	06/09/2015					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0:00

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PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2006)

Prescribed by GSA FAR (48 CFR) 53.213(f)

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## ADDITIONAL SIMPLIFIED ACQUISITION TERMS AND CONDITIONS

## A.1 SCHEDULE OF SUPPLIES OR SERVICES

FIXED PRICE SERVICES					
CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	Investigation Of Discrimination Complaints And Preparation Of Reports Of Investigation (ROI) <i>Individual, One Issue Case</i> Quantity: [REDACTED] Unit: Each; Unit Price: [REDACTED]				
00001	Investigation Of Discrimination Complaints And Preparation Of Reports Of Investigation (ROI) <i>Each Additional Issue</i> Quantity: [REDACTED] Unit: Each; Unit Price: [REDACTED] (Total - [REDACTED])	[REDACTED]	Lot	[REDACTED]	[REDACTED]
	Analysis And Preparation of Recommended Final Agency Decision Quantity: [REDACTED] Unit: Each; Unit Price: [REDACTED]				
<b>Subtotal – Firm-Fixed Amount:</b>					<b>\$7,531.00</b>

## A.2 ELECTRONIC PAYMENT (SEP 2013)

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds Transfer-System Award Management".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal – Continuation Sheet." The preferred method of submitting invoices is electronically to: OCFO ObligationsResource@nrc.gov.

## A.3 PERIOD OF PERFORMANCE (AUG 2011)

This contract shall commence on February 10, 2015 to June 9, 2015.

#### **A.4 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)**

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24 entitled: "Your Rights Under the Energy Reorganization Act".

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

#### **A.5 GREEN PURCHASING (JUN 2011)**

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy- efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements. <http://www.fedcenter.gov/programs/eo13514/>

(b) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

#### **A.6 CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY**

(a) The contracting officer's authorized representatives hereinafter referred to as the Contracting Officer's Representatives (COR) for this contract are:

Primary Contracting Officer's Representative:

Name: Tuwanda Smith  
Address: Office of Small Business and Civil Rights  
Mail Stop: O-3H8  
One White Flint North  
11555 Rockville Pike  
Rockville, Maryland 20852-2738

Telephone Number: 301-415-7394

Email: [tuwanda.smith@nrc.gov](mailto:tuwanda.smith@nrc.gov)

**GS22F9735H/NRC-HQ-7P-15-T-0001**

(b) Performance of the work under this contract is subject to the technical direction of the NRC COR. The term technical direction is defined to include the following:

- (1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which 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), fills in details, or otherwise serves to accomplish the contractual statement of work.
- (2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.
- (3) Review and, where required by the contract, approve technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The COR does not have the authority to and may not issue any technical direction which:

- (1) Constitutes an assignment of work outside the general scope of the contract.
- (2) Constitutes a change as defined in the "Changes" clause of this contract.
- (3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
- (4) Changes any of the expressed terms, conditions, or specifications of the contract.
- (5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the COR or must be confirmed by the COR in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within the COR's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the COR is within one of the categories defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request that contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the COR may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect to the instruction or direction is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the COR shall:

- (1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend

to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

**A.7 2052.222-70 NONDISCRIMINATION BECAUSE OF AGE (JAN 1993)**

It is the policy of the Executive Branch of the Government that:

(a) Contractors and subcontractors engaged in the performance of Federal contracts may not, in connection with the employment, advancement, or discharge of employees or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirement; and

(b) That contractors and subcontractors, or persons acting on their behalf, may not specify, in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

**A.8 REGISTRATION IN FEDCONNECT® (JULY 2014)**

The Nuclear Regulatory Commission (NRC) uses Compusearch Software Systems' secure and auditable two-way web portal, FedConnect®, to communicate with vendors and contractors. FedConnect® provides bi-directional communication between the vendor/contractor and the NRC throughout pre-award, award, and post-award acquisition phases. Therefore, in order to do business with the NRC, vendors and contractors must register to use FedConnect® at <https://www.fedconnect.net/FedConnect>. The individual registering in FedConnect® must have authority to bind the vendor/contractor. There is no charge for using FedConnect®. Assistance with FedConnect® is provided by Compusearch Software Systems, not the NRC. FedConnect® contact and assistance information is provided on the FedConnect® web site at <https://www.fedconnect.net/FedConnect>.

**STATEMENT OF WORK**  
**U.S. Nuclear Regulatory Commission**  
**Office of Small Business and Civil Rights**

**1.1 GENERAL PROJECT DESCRIPTION/INFORMATION**

The U.S. Nuclear Regulatory Commission (NRC) requires the services of a contractor to provide the necessary personnel, expertise, materials and administrative services to conduct an investigation of an external complaint filed against NRC's Region II on the basis of sex discrimination to ensure nondiscrimination in NRC conducted programs and activities. The NRC also requires the services of a contractor to prepare a Report of Investigation (ROI) and draft Final Agency Decision (FAD).

**1.2 BACKGROUND**

The NRC Outreach and Compliance Coordination Program (OCCP) 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 points of contact (POC) assigned to the various Headquarters offices and the NRC's four regional offices: Region I – 2100 Renaissance Blvd., Suite 100, King of Prussia, PA 19406-27134; Region II – Marquis One Tower, 245 Peachtree Center Avenue N.E., Suite 800, Atlanta, GA 30303; Region III – 2443 Warrenville Road, Suite 210, Lisle, Illinois; and Region IV – 1600 East Lamar Boulevard Arlington, Texas 76011-4511. NRC is responsible for issuing regulatory guidance, maintaining administrative and regulatory oversight, coordinating compliance with regulations, providing extensive outreach, conducting compliance reviews, investigating complaints and enforcing violations committed in NRC conducted and financially assisted programs and activities based on race, color, gender, religion, national origin, age, disability, sexual orientation, status as a parent, minority and low-income population status, and acts of reprisal raised under a variety of civil rights statutes, Executive Orders, and NRC's implementing regulations (Title 10 of the *Code of Federal Regulations* (10 CFR), Parts 4, 5, 2, and 19); the Atomic Energy Act of 1954; the Energy Reorganization Act of 1974; Title VI of the Civil Rights Act of 1964, as amended (including Limited English Proficiency and Environmental Justice); Title IX of the Education Amendments of 1972, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975, as amended, and other applicable civil rights statutes, Executive Orders, and legal authorities.

**1.3 OBJECTIVE**

The NRC requires the services of a contractor to provide the necessary personnel, expertise, materials and administrative services to: conduct an analysis of a discrimination complaint and information/documents received from the Complainant, prepare an investigative plan, conduct an investigations prepare a Report of Investigation (ROI), draft a Final Agency Decision (FAD), and submit a complete investigative file including, but not limited to support information, documentation, and evidentiary findings.



## **1.4 SCOPE OF WORK—INVESTIGATIVE SERVICES**

### **Investigations**

The scope of the investigation will be determined by NRC as to the type of complaint, accepted issues and bases involved, and applicable EO laws and theories of discrimination. The contractor shall receive a base file for each formal complaint to be investigated. The base file will contain the following items, where applicable.

- a. Information pertaining to informal investigation efforts.
- b. Letter acknowledging receipt of the complaint.
- c. Letter notifying the complainant of the formal investigation.
- d. Letter notifying the recipient of the formal investigation.
- e. Correspondence to and from the complainant.
- f. Correspondence to and from the respondent.
- g. Any other documentary evidence collected by SBCR staff or POC
- h. Contact information (i.e. name, title, work address, telephone number, email address if available, etc.) of the complainant, respondent, and witnesses, if any, interviewed by SBCR staff or POC during the informal investigative process.

Not all base files will contain every item listed above. The contractor shall inform the Contracting Officer Representative 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 contractor.

### **Conducting Interviews and Securing Testimony**

The contractor 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.

The method of securing testimony shall be consistent with the technical approaches outlined in this SOW. The contractor 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 contractor 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 contractor 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 contractor shall immediately advise the Contracting Officer Representative verbally or electronically of the witness' failure to cooperate. The failure of a witness to cooperate shall be documented in the ROI.

If the complainant or witnesses fail to submit a signed affidavit within the time specified in a written notice from the contract investigator, the contractor will bring the matter to the attention of the Contracting Officer Representative 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 Alternative Dispute Resolution (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 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 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 Contracting Officer Representative 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 addresses, telephone numbers, social security numbers, and other personal information from documents not required to decide the merits of the case. The contractor 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 contractor 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 contractor shall forward any information received but not included in the investigative file to the Contracting Officer Representative for appropriate action. The contractor shall not make a recommendation regarding the merits of the complaint.

### **Collecting and Verifying Data**

The contractor shall gather relevant documentary and statistical information for the investigation in compliance with NRC's regulations in Title 10 of the Code of Federal Regulations, Chapter I, Part 4, Subpart A with respect to Title IV of the Energy Reorganization Act of 1974, and consistent with other applicable provisions of Federal regulations, guidelines, mandates, and investigative practices (e.g., Title VI legal and investigative manual). If the contractor has difficulty in obtaining documentary evidence or statistical information, the contractor shall contact the NRC.

### **1.5 REQUESTS FOR EXTENSION**

NRC may grant an extension requested by the contractor for delivery of a final work product, if requested at least ten (10) business days before the due date

### **1.6 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.

### **1.7 ON-SITE VISIT AT AN NRC OFFICE**

When an onsite investigation occurs at an NRC office, the Contracting Officer Representative through the Program Manager, OCCP, SBCR shall arrange for a private meeting place to conduct the interview sessions. The meeting place shall include a telephone and other accommodations as required.

## 1.8 DELIVERY OF 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 contractor shall notify NRC immediately. The contractor will continue to investigate the complaint, unless NRC instructs the contractor 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 contractor 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 contractor shall advise the Contracting Officer Representative after the initial effort proves unsuccessful. The Contracting Officer Representative shall attempt to resolve the delay and shall advise the contractor on how to proceed. After three unsuccessful attempts within 15 workdays, the contractor shall document in the ROI of all attempts, and inform the non-complying party that the investigation will proceed without the requested information.

If evidence is received by the contractor from the Complainant or other witness so late that it is impracticable for the contractor 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 contractor will notify the Contracting Officer Representative. NRC may extend the delivery date for the ROI. If NRC does not extend the delivery date, the contractor 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 contractor shall forward products resulting from EO investigative services to the Contracting Officer Representative, as follows:

Priority Mail Signature Confirmation:

U.S. Nuclear Regulatory Commission  
ATTN: Tuwanda M. Smith, Esq., Program Manager  
Office of Small Business and Civil Rights  
Mail Stop: O-3H8  
One White Flint North  
11555 Rockville Pike  
Rockville, Maryland 20852-2738.

U.S. Mail:

U.S. Nuclear Regulatory Commission  
ATTN: Tuwanda M. Smith, Esq., Program Manager  
Office of Small Business and Civil Rights  
Mail Stop O-3H8  
Washington, DC 20555-0001.  
SBCR FAX No: 301-415-5953

## **1.9 ACCEPTANCE OF PRODUCT**

The contractor shall deliver the following drafts and reports for the ROI within the timelines specified in this SOW. If there is a delay or approved extensions, the contractor shall deliver the ROIs in accordance with the deadlines established by NRC as appropriate, unless another section of this SOW specifically provides for the computation of an extension of any delivery date.

### **1.9.1 Investigative Plan**

The contractor 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 copy should be provided to the Contracting Officer Representative with a copy to the Program Manager, OCCP, SBCR, for review and approval. The Contracting Officer Representative, 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 contractor shall submit a revised plan within three (3) business days after the contractor's receipt or notice of the disapproved plan.

### **1.9.2 Draft ROI**

The contractor shall provide via secure fax or registered email one (1) copy of the draft ROI within 60 days of acceptance of the case, which includes the Investigative Summary in Microsoft Word and copies of signed affidavits, to the Contracting Officer Representative with a copy to the Program Manager, OCCP, SBCR. The Contracting Officer Representative will have 14 business days to review the draft ROI and provide any comments to the contractor, specifying what is required to make the ROI acceptable to the Contracting Officer Representative. The contractor shall have 10 days after receipt of the Contracting Officer Representatives comments to incorporate them into the final ROI and return it to the Contracting Officer Representative. In no cases can the contractor exceed the due date for the final ROI, if corrections are required, unless an extension is approved by the Contracting Officer Representative.

### **1.9.3 Final ROI**

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

## **1.10 CHANGES IN WORK PRODUCT**

### **1.10.1 Interrupted Cases**

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

### **1.10.2 Returned Cases**

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

### **1.10.3 Amendment to Cases**

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

### **1.10.4 Consolidations**

NRC may 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 NRC decides to investigate the new allegations as a consolidation of the ongoing investigation, the Contracting Officer Representative shall contact the contractor 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 on the GSA Schedule with 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 on the GSA Schedule with the applicable extension of timelines. If a pending complaint is consolidated, the contractor shall have an additional 45 calendar days from the receipt of the consolidation to complete the investigation each time the pending complaint is subject to an additional consolidation claim

## **1.11 SPECIAL REQUIREMENTS**

### **1.11.1 Investigators**

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

### **1.11.2 Approval of Investigative Plan**

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

### 1.11.3 Travel

NRC does not reimburse for travel costs for on-site investigations at its various Headquarters offices located in Rockville, Maryland. Investigations may require local travel to the Agency's four regional offices, or long distance travel to those offices. The contractor shall submit any request for long distance travel, to the Contracting Officer Representative, within five (5) working days of receipt of the investigative assignment and prior to any scheduled travel. The Travel Request, at a minimum, shall contain the following: the date(s) and location(s) of the investigation inquiry, the proposed number of individuals to be interviewed, the estimated cost for travel, hotel, and rental car and, any other expenses that may be incurred in connection with the inquiry. All travel shall take place in accordance with Federal Travel Regulations. To minimize travel expenses, the contractor shall make every effort to assign a counselor that is located within the state where the major portion of the services is to be conducted.

### **PENALTIES FOR FAILING TO TIMELY DELIVER ROI**

If the Contractor fails to deliver the ROI to the Contracting Officer/Contracting Officer Representative or his/her designee within the specified date agreed to for delivery, the Contractor will be subject to the loss of fees or payment as follows:

Time Beyond Due Date	Penalty
Ten (10) calendar days beyond due date	10% of original fee
Twenty (20) calendar days beyond due date	30% of original fee
Thirty (30) calendar days beyond due date	50% of original fee
Forty (40) calendar days beyond due date	70% of original fee
Fifty (50) calendar days beyond due date	100% of original fee

Penalties shall not apply where the Agency has granted an extension of the due date prior to the expiration of the original due date. Penalties shall not apply where delay is due to Agency action or inaction, such as failing to provide the contractor with documents, witness lists, location of witnesses, or where Agency witnesses fail to appear for scheduled interviews or otherwise make them unavailable to the contractor.

If the contractor fails to deliver the ROI on the fiftieth day beyond the due date, then the contractor must return the case file on that date to the Contracting Officer Representative or her/his designee.

**BILLING INSTRUCTIONS FOR  
FIXED-PRICE TYPE CONTRACTS (MAY 2013)**

**General:** During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the System for Award Management (SAM) database and for any liability resulting from the Government's reliance on inaccurate or incomplete SAM data.

The contractor shall prepare invoices/vouchers for payment of deliverables identified in the contract, in the manner described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

**Standard Forms:** Payment requests for completed work, in accordance with the contract, shall be submitted on the payee's letterhead, invoice/voucher, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

**Electronic Invoice/Voucher Submissions:** The preferred method of submitting invoices/vouchers is electronically to the U.S. Nuclear Regulatory Commission, via email to: [NRCPayments@nrc.gov](mailto:NRCPayments@nrc.gov).

**Hard-Copy Invoice/Voucher Submissions:** If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation shall be submitted to the following address:

NRC Payments  
U.S. Nuclear Regulatory Commission  
One White Flint North  
11555 Rockville Pike  
Mailstop O3-E17A  
Rockville, MD 20852-2738

**Purchase of Capital Property:** (*\$50,000 or more with life of one year or longer*)

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

**Agency Payment Office:** Payment will continue to be made by the office designated in the contract in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 18a of Standard Form 1449, whichever is applicable.

**Frequency:** The contractor shall submit invoices/vouchers for payment once each month, unless otherwise authorized by the Contracting Officer.



**BILLING INSTRUCTIONS FOR  
FIXED-PRICE TYPE CONTRACTS (MAY 2013)**

**Format:** Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

**Task Order Contracts:** The contractor must submit a separate invoice/voucher for each individual task order with pricing information. This includes items discussed in paragraphs (a) through (p) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

Final vouchers/invoices shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

**Currency:** Invoices/Vouchers must be expressed in U.S. Dollars.

**Supersession:** These instructions supersede previous Billing Instructions for Fixed-Price Type Contracts (July 2011).

**BILLING INSTRUCTIONS FOR  
FIXED-PRICE TYPE CONTRACTS (MAY 2013)**

**INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL  
(SAMPLE FORMAT - COVER SHEET)**

**1. Official Agency Billing Office**

NRC Payments  
U.S. Nuclear Regulatory Commission  
One White Flint North  
11555 Rockville Pike  
Mailstop O3-E17A  
Rockville, MD 20852-2738

**2. Invoice/Voucher Information**

a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

b. Taxpayer Identification Number. The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site: [http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-\(EINs\)](http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-(EINs))).

c. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at FAR 52.232-23, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the System for Award Management (SAM) database at <http://sam.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation (FAR) 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).

d. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.

e. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**

**BILLING INSTRUCTIONS FOR  
FIXED-PRICE TYPE CONTRACTS (MAY 2013)**

- f. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- g. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- h. Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which deliverables were completed and for which payment is requested.
- i. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.
- j. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the specified contract deliverable(s).
- k. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- l. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- m. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- n. For Indefinite Delivery contracts, the final invoice/voucher shall be marked FINAL INVOICE" or "FINAL VOUCHER".
- o. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.
- p. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.
- q. Grand Totals.

The Contractor shall deliver by registered mail, hand delivery, or other agreed methods those completed tasks (work products) to the OCCP Manager for NRC's review and approval.

**Delivery Address**

U.S. Nuclear Regulatory Commission  
Office of Small Business and Civil Rights  
Outreach and Compliance Coordination Program (OCCP)  
11555 Rockville Pike  
Mailstop: O3-G04  
Rockville, Maryland 20852

**Performance Period**

90 calendar days.