

<b>AWARD/CONTRACT</b>	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1   17
2. CONTRACT (Proc. Inst. Ident.) NO. 45310024C0089	3. EFFECTIVE DATE 10/01/2023	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. FP240060	
5. ISSUED BY EEOC OCFO ASD 131 M Street, N.E., 4th Floor Washington, DC, 20507	CODE 453100	6. ADMINISTERED BY (If other than Item 5) EEOC Washington Field Office 131 M Street NE Washington, DC, 20507	CODE EE450

7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ALEXANDRIA, CITY OF DBA: OFFICE OF HUMAN RIGHTS 123 N PITT ST, STE 250 ALEXANDRIA, VA, 22314	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT Net Days - 30
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN <span style="float:right;">ITEM See Schedule</span>

CODE NGM8B5Q33683	FACILITY CODE	11. SHIP TO/MARK FOR See Schedule
		12. PAYMENT WILL BE MADE BY EEC Payment, Interior Business Center Attn: EEOC Invoice Processing Team Denver, CO, 80235

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	14. ACCOUNTING AND APPROPRIATION DATA See Schedule
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Schedule				

**15G. TOTAL AMOUNT OF CONTRACT** \$ 32,550.00

16. TABLE OF CONTENTS			
(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			
	A	SOLICITATION/CONTRACT FORM	See Page 2
	B	SUPPLIES OR SERVICES AND PRICES/COSTS	
	C	DESCRIPTION/SPECS./WORK STATEMENT	
	D	PACKAGING AND MARKING	
	E	INSPECTION AND ACCEPTANCE	
	F	DELIVERIES OR PERFORMANCE	
	G	CONTRACT ADMINISTRATION DATA	
	H	SPECIAL CONTRACT REQUIREMENTS	
PART II - CONTRACT CLAUSES			
	I	CONTRACT CLAUSES	See Page 2
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	J	LIST OF ATTACHMENTS	
PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	M	EVALUATION FACTORS FOR AWARD	

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
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19A. NAME AND TITLE OF SIGNER (Type or Print)	20A. NAME OF CONTRACTING OFFICER Adams, John D
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)
19C. DATE SIGNED	20C. DATE SIGNED

**TABLE OF CONTENTS:**

<b>Listing of Incorporated Purchase Requisitions .....</b>	<b>3</b>
<b>Section B - Supplies or Services and Prices/Costs .....</b>	<b>3</b>
<b>Section C - Description/Specifications/Work Statement.....</b>	<b>5</b>
<b>Section D - Packaging and Marking.....</b>	<b>7</b>
<b>Section E - Inspection and Acceptance Terms.....</b>	<b>7</b>
<b>Section F - Delivery or Performance.....</b>	<b>8</b>
<b>Section G - Contract Administration Data.....</b>	<b>9</b>
<b>Section H - Special Contract Requirements.....</b>	<b>12</b>
<b>Section I - Contract Clauses .....</b>	<b>14</b>
<b>Section J - List of Documents, Exhibits, and other Attachments .....</b>	<b>16</b>

## Listing of Incorporated Purchase Requisitions

Incorporated Purchase Requisition Numbers:

FP240060

### Section B - Supplies or Services and Prices/Costs

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0001		TITLE VII, ADEA, ADA, PWFA AND GINA CHARGE RESOLUTIONS: Processing and Resolving, Title VII, ADEA, ADA, PWFA and GINA Charges. Each Charge must have been filed since October 1, 2019, (or since October 1, 2018, for each charge where a dete	35	EA
Contract Type:Firm Fixed Price				
			Unit Price	\$830.00
			Extended Price	\$29,050.00
Description: Processing and Resolving, Title VII, ADEA, ADA, PWFA and GINA Charges. Each Charge must have been filed since October 1, 2018, (or since October 1, 2017, for each charge where a determination of reasonable cause is issued and the charge is processed through hearings and/or litigation). Period of Performance: 10/01/2023 – 09/30/2024.				
Purchase Requisitions		FP240060		
			ACRN	
			Funded Amount	\$29,050.00

IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0002		FY 2024 FEPA JOINT INNOVATION PROJECT	1	LT
Contract Type:Firm Fixed Price				
			Unit Price	\$3,500.00
			Extended Price	\$3,500.00
Description: Submission of an acceptable written proposal detailing a joint EEOC/FEPA enforcement, outreach, or training activity. Period of Performance: 10/01/2023 – 09/30/2024.				
Purchase Requisitions		FP240060		
			ACRN	

		Funded Amount	\$3,500.00

IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	
0003		OPTION YEAR 1 - TITLE VII, ADEA, ADA, PWFA AND GINA CHARGE RESOLUTIONS	
Description: Processing and Resolving, Title VII, ADEA, ADA, PWFA and GINA Charges. Each Charge must have been filed since October 1, 2020, (or since October 1, 2019, for each charge where a determination of reasonable cause is issued and the charge is processed through hearings and/or litigation). Period of Performance: 10/01/2024 – 09/30/2025.			
Purchase Requisitions			

IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	
0004		OPTION YEAR 1 – FY 2025 EEOC/FEPA TRAINING	
Description: Training to facilitate successful completion of contract, including EEOC - Sponsored Annual Training. Period of Performance: 10/01/2024 – 09/30/2025.			
Purchase Requisitions			

IDC Type: Not Applicable

Item Number	Base Item Number	Supplies/Services	
0005		OPTION YEAR 2 - TITLE VII, ADEA, ADA, PWFA AND GINA CHARGE RESOLUTIONS	
Description: Processing and Resolving, Title VII, ADEA, ADA, PWFA and GINA Charges. Each Charge must have been filed since October 1, 2020, (or since October 1, 2019, for each charge where a determination of reasonable cause is issued and the charge is processed through hearings and/or litigation). Period of Performance: 10/01/2025 – 09/30/2026.			
Purchase Requisitions			

IDC Type: Not Applicable

Clauses incorporated by reference

None

Clauses incorporated by full text

None

## Section C - Description/Specifications/Work Statement

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Clauses incorporated by reference

None

Clauses incorporated by full text

### C.1 **Background**

- A. The Equal Employment Opportunity Commission (EEOC) is authorized by statute to use the services of State and Local Fair Employment Practices Agencies (FEPAs) to assist it in meeting its statutory mandate to enforce Title VII of the Civil Rights Act of 1964, as amended (Title VII); the Age Discrimination in Employment Act (ADEA) of 1967, as amended; the Americans with Disabilities Act (ADA) of 1990, as amended; the Genetic Information Nondiscrimination Act (GINA) of 2008; and the Pregnant Workers Fairness Act (PWFA). The EEOC also recognizes the need to ensure the employment rights of individuals granted by Federal, State, and Local anti-discrimination laws.
- B. The EEOC has entered into a partnership with the FEPA, herein referred to as the Contractor, for continuous development and enhancement of this system.

### C.2 **Scope of Work**

- A. The Contractor agrees to work with the EEOC in the maintenance and enhancement of a national, integrated employment discrimination law enforcement and charge resolution system by accomplishing various objectives that include, but are not limited to, the following:
  - 1. Implementation by the Contractor of procedures that provide for professional intake of all charges the FEPA initially receives, prompt notification to respondents, rebuttal opportunity for charging parties, determinations supported by evidence, resolutions with remedies and resolution of charges on a current basis.
  - 2. The training of Contractor personnel in charge processing procedures compatible with those of the EEOC, on an as needed basis.
  - 3. Use by the Contractor of an employment discrimination charge form that, within statutory limitations, is acceptable to the EEOC and the Contractor.
  - 4. Use by the Contractor of processing terminology (such as common language pertaining to types of resolutions) that is the same as or comparable to that used by the EEOC.
  - 5. The development and maintenance of a system to ensure that the EEOC and the Contractor maintain comparable procedural and substantive standards.
  - 6. The identification by the Contractor and the EEOC of legislative changes that may be appropriate for the establishment of integrated and efficient charge processing systems.
  - 7. Use of an effective case management system that:
    - a. enhances quality and efficiency in the Contractor's charge resolution systems;
    - b. establishes annual charge resolution objectives and provides mechanisms for fixing accountability and measuring progress toward those objectives;
    - c. develops procedures and processes designed to reduce inventories of dual- filed charges that will ensure maintenance of a charge inventory of less than 365 days; and
    - d. ensures that quality standards are met and are comparable to or commensurate with the EEOC's policies and statutory responsibilities.
- B. When an agreement on the above requirements is reached between the Contractor and the EEOC, they

must be included as part of the executed Worksharing Agreement. Upon execution, the Worksharing Agreement dated 10/12/2023, is incorporated by reference into this contract.

- C. The Contractor and EEOC, as a condition to the maintenance of this contract, shall approve the Worksharing Agreement. Once the Contractor or the EEOC has been designated to process the dual-filed charge, the designated party will process the charge. The other party shall refrain from processing the dual-filed charge pending completion by the initial processor to preclude duplication of effort.
- D. The Contractor shall:
  - 1. implement in partnership with the EEOC, a system that permits each party to perform various functions on behalf of the other, for example, accepting charges for each other, within the statutory limitations; and
  - 2. commit itself to maintenance of effort. Should the Contractor or the governmental body that provides its funds (a) reduce the Contractor's resources in anticipation of or as a result of the EEOC contract funds, or (b) place restrictions on the use of its funds, or (c) revise the Contractor's operating procedures or regulations that impact its ability to perform under its contract, the EEOC may consider it to be a material breach of this contract and may, among other things, reduce its funding of this contract or require the return of all or a portion of the funds provided by the EEOC under this contract.
- E. It is understood and expressly agreed to by both parties to this contract that all provisions of the EEOC's current Contracting Principles are incorporated in their entirety into this contract.

### C.3 Statement of Work

Processing of Charges - Title VII, PWFA, ADA, GINA and ADEA Charges, as applicable:

- A. The Contractor shall submit dual-filed charges to the EEOC for contract credit including, but not limited to, no cause findings, successful settlements, successful conciliations, administrative resolutions, and final orders issued following and pursuant to administrative hearings. The EEOC shall not award any contract credit for resolutions by the Contractor based on no jurisdiction (except in cases where an investigation is actually required to determine jurisdiction) or resolutions based on the charging party's failure to establish a bona fide charge.
- B. All charges submitted for credit under this contract shall be completed by the Contractor between **October 1, 2023** and **September 30, 2024** as follows:
  - 1. All charges will be evaluated and determinations made in accordance with the theories of discrimination in employment as developed under Title VII, PWFA, ADA, GINA, and ADEA, or other comparable local standards, as applicable.
  - 2. Investigation and resolution of individual charges pursuant to this contract shall be conducted in a manner designed to effectuate relief for the charging party and shall be carried out as expeditiously as possible.
  - 3. All final actions and intake services for which payment is requested under this contract will be processed and awarded contract credit in compliance with the State, Local, and Tribal Handbook and the Worksharing Agreement.
  - 4. Contract credit submissions will include final dispositions of dual-filed charges (i.e., final actions). When administrative appeal rights exist, the final disposition of a charge occurs only after the time for appeal has expired or the appeal has been processed to completion. In cases where the administrative appeal has been processed, the date of the notice of the final result of the appeal is the operative date. This applies in all cases where an administrative appeal is provided, whether the case is administratively resolved, dismissed, decided, or when no cause is found. The fifteen-day period during which a Substantial Weight Review may be requested and/or the period during which a Substantial Weight Review is conducted is not considered for the purposes of computing the operative date of the final disposition of a charge.
  - 5. Contract credit submissions that are not final dispositions will include:
    - a. Dual-filed charges to be litigated by the Contractor where the EEOC receives copies of the complaints bearing confirmation of the filing dates with the Court, or other appropriate official confirmation of the filing dates of the complaints;
    - b. Certain types of dual-filed charges that must be transferred to the EEOC that are not

- final actions by the Contractor, as specified in the State, Local, and Tribal Handbook;  
and
- c. Contract credit for intake services may be given when the EEOC accepts for processing a charge initially filed with but not jurisdictional for the Contractor. Contract credit for intake services may be granted when the Contractor has submitted all charge intake documentation (i.e., complete intake interview notes and/or affidavit, signed and dated charge of discrimination) and proof of charge service on the employer.
- 6. Dual-filed charge resolutions submitted for contract credit pursuant to this contract will be identified by the Contractor by timely and accurate data entries on the EEOC Agency Record Center (ARC) or any successor system, if applicable. Where the Contractor is not on the EEOCARC system, charge resolutions submitted for credit pursuant to this contract will be designated in at least a monthly status report from the Contractor to the COR.
  - 7. All charges will be processed by the Contractor in accordance with the Contractor's applicable state or local laws.
  - 8. Contract credit will not be allowed for any charge subject to a processing fee. If such a fee is imposed or implemented during the period of the contract, the contract may be terminated in accordance with Clause 52.249-4, Termination for Convenience of the Government (Services) (Short Form).
  - 9. The Contractor will preserve all case files and records relevant to all dual-filed charges or actions until final disposition of such charges or actions by the Contractor and the EEOC and other federal authorities including federal courts.

## Section D - Packaging and Marking

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None

Clauses incorporated by reference

None

Clauses incorporated by full text

D.1 Charge/case file materials should be uploaded into the EEOC's Agency Record Center (ARC) and or EEOC Secure Share.

## Section E - Inspection and Acceptance Terms

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None

Clauses incorporated by reference

None

Clauses incorporated by full text

**E.1 INSPECTION AND ACCEPTANCE**

- A. Inspection and acceptance shall be made by the COR. Inspection and acceptance shall be made pursuant to the standards set forth in applicable section(s) of the State, Local, and Tribal Handbook.
- B. The COR will ensure that the Contractor maintains performance that is consistent with the criteria and requirements contained herein, as well as in the Handbook and Worksharing Agreement. The EEOC District Office will conduct an on-site evaluation of the investigative and administrative charge processing procedures of the Contractor, as needed. Accordingly, the Contractor is expected to comply with reasonable requests for providing and/or making available information concerning various aspects of their processes and procedures as they relate to or impact on the management and disposition of the dual-filed inventory.

## Section F - Delivery or Performance

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**Line Item: 0001**

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
10/1/23	9/30/24	EEC Location 131 M Street, NE Washington DC US 20507

**Line Item: 0002**

Period Of Performance Start Date	Period Of Performance End Date	Period Of Performance Address
10/1/23	9/30/24	EEC Location 131 M Street, NE Washington DC US 20507

Clauses incorporated by reference

None

Clauses incorporated by full text

**F.1 PERIOD OF PERFORMANCE**

- A. The period of performance under this contract shall be from **October 1, 2023** through **September 30, 2024**, with two, one-year options to extend the term of the contract. (See Section I, 52.217-9 "Option to Extend the Term of the Contract").
- B. The period of performance for Option Period I and Option Period II are as follows:  
**Option Period I – October 1, 2024 through September 30, 2025**  
**Option Period II – October 1, 2025 through September 30, 2026**



**F.2 TIME OF DELIVERY/DELIVERABLES**

- A. When the Contractor enters a charge in the EEOC computerized Agency Records Center (ARC) or any successor system, the following procedures will be used.
  - 1. Make accurate and timely charge data entries in ARC or successor system, and the Contractor is responsible for ensuring that all appropriate charge information is available for extraction by the collection manager in a timely manner. Dual-filed charge resolutions submitted for contract credit review will not be accepted for payment if it is determined that any required data entry has not been made by the FEPA. A determination not to award contract credit made may be reversed under the procedures set forth in Section III.B.4.a. of the current Contracting Principles.
  - 2. Enter basic charge data (including parties' email addresses if available) into ARC or successor system within five (5) business days of the Contractor's receipt of each charge as set forth in Section III.B.4.a of the current Contracting Principles in order to be eligible to receive contract credit.
  - 3. Upon EEOC request, FEPA will provide a list of final actions within an agreed upon time, but usually no later than 30 calendar days after the resolution of each charge.
  - 4. Enter all charge data for contract credit submissions by the end of each quarter.
- B. When the Contractor is not on ARC or any successor system, the following procedures shall be used. The Contractor will:
  - 1. Submit monthly contract production reports to the COR for review. Upon award of the contract, the monthly reports must be received by the COR not later than the 5th business day of the month following each month.
  - 2. Furnish to the COR, separate written reports as may be expressly required.
  - 3. When requested by the COR, the Contractor will forward all charge file information, or a copy of such information, within five business days of the requests through a mutually agreed upon secured method. The COR may extend or reasonably alter the five-day time frame as deemed necessary and appropriate. Failure to timely submit reports and charge file information will result in the denial of contract credit for the affected resolutions.

**C. Proposal for FY 2024 FEPA Joint Innovation Projects**

The Contractor must have submitted to the Contracting Officer's Representative, within established time frames, a written proposal per provided guidance, detailing joint outreach, training or investigation activities with the EEOC District Office. The proposal shall: (1) include a clear project explanation and justification; (2) include timelines for project completion; (3) include the projected number of people to benefit. The proposal shall contain a certification that the FEPA is willing and able to perform the actions it proposes, and which the EEOC finds to be feasible and acceptable.

**Section G - Contract Administration Data**

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Total Obligated Amount:\$32,550.00

The Obligated Amount is broken down by line of accounting as follows:

Contract ACRN:	LOA:2024 0100B2424D 10SLPPS FPSP NA 251010 999996 9999 SLCR NA NA NA
Amount:	\$29,050.00
Clin 0001:	\$29,050.00
Contract ACRN:	LOA:2024 0100B2424D 10SLPPS FPSP NA 251010 999996 9999 SLJOUT NA NA NA
Amount:	\$3,500.00
Clin 0002:	\$3,500.00

<b>Requesting Office Address</b>	
EEOC Office of Field Programs - State and Local 131 M Street, N.E., 5th Floor Washington DC 20507	
Phone:	Fax:
Contact Details: Yao, James JAMES.YAO@EEOC.GOV	

<b>COR Office Address</b>	
EEOC Washington Field Office 131 M Street NE Washington DC 20507	
Phone: 202-419-0737	Fax: 202-419-0701
Contact Details:	

<b>Issuing Office Address</b>	
EEOC OCFO ASD 131 M Street, N.E., 4th Floor Washington DC 20507	
Phone:	Fax: 202-663-4178
Contact Details: Adams, John D john.adams@eeoc.gov	

<b>Submit Invoices To Address</b>	
EEC Invoice, IBC Email Email: eec_vendor_payments_ibcdenver@ibc.doi.gov Denver CO 80235	
Phone:	Fax:
Contact Details:	

<b>Administration Office Address</b>	
EEOC Washington Field Office 131 M Street NE Washington DC 20507	
Phone: 202-419-0737	Fax: 202-419-0701
Contact Details:	

<b>Remit To Office Address</b>	
EEC Payment, Interior Business Center Attn: EEOC Invoice Processing Team 7301 W. Mansfield Avenue Mail Stop D 2770 Denver CO 80235	
Phone:	Fax:
Contact Details:	

Clauses incorporated by reference

None

Clauses incorporated by full text

**G.1 CONTRACT ADMINISTRATION DATA**

- A. Contracting Officer: See Block 20A of SF 26
- B. Inspection and Acceptance: See Section E of the Schedule
- C. Accounting and Appropriation Data: See Accounting Line, Accounting and Appropriations Data
- D. Contracting Officer's Representative: David Gonzalez  
EEOC State, Local and Tribal Program Manager  
EEOC Washington District Office  
Office Telephone: (202) 419-0714 Email:  
[David.Gonzalez@eeoc.gov](mailto:David.Gonzalez@eeoc.gov)
- E. Paying Office: See Block 12 of SF-26
- F. Program Contact:  
James Yao, Deputy Director State,  
Local and Tribal Programs Office of  
Field Programs  
131 M Street, N.E., Fifth Floor Washington,  
DC 20507  
Telephone: (202) 921-2886  
Email: [james.yao@eeoc.gov](mailto:james.yao@eeoc.gov)

**G.2 CONTRACTING OFFICER**

The Contracting Officer shall be the only individual authorized to modify any of the terms of the contract or redirect the efforts of the Contractor.

**G.3 CONTRACTING OFFICER REPRESENTATIVE**

The EEOC State, Local and Tribal Coordinator/Program Manager for the District Office will serve as the Contracting Officer's Representative (COR) during the performance of this contract. The name of the authorized COR will appear in Section G.1 Contract Administration Data. The COR shall monitor the contract and provide the Contractor with technical guidance. Technical guidance shall mean providing details or interpretation of the scope of work and the requirements set forth in the contract. It is intended that any details, interpretations or suggestions furnished shall not constitute any changes in terms and conditions of the contract. The COR has the responsibility for monitoring and evaluating all phases of the Contractor's performance in order to determine compliance with the technical requirements of the contract. The COR is responsible for providing oversight to the District Office District Resource Manager (DRM) for the preparation of the official receipt to record acceptance in EEOC's financial system. No payment may be made until a properly completed receipt is entered for the payment office.

**G.4 INVOICING INSTRUCTIONS**

- A. A copy of the original invoice shall be sent to the COR for review and approval prior to submitting the voucher to IBC.
- B. The original invoice required to make payment to the Contractor may be sent electronically by the COR or the Contractor to the following e-mail address:

**[eeoc\\_vendor\\_payments\\_IBCDenver@IBC.DOI.Gov](mailto:eeoc_vendor_payments_IBCDenver@IBC.DOI.Gov)**

**G.5 PAYMENT SCHEDULE**

Upon contract execution, an advance payment invoice not to exceed fifty (50) percent of the **number of charge resolutions stated in the contract** may be submitted by the Contractor. Subsequent payments will be based on the Contractor's actual production of accepted charge resolutions. No payment will be made until the contract and subsequent modifications, if any, are returned, properly executed, to the Equal Employment Opportunity Commission, Acquisition Services Division, 131 M Street, N.E., 4th Floor, Washington, D.C. 20507.

#### G.6 **CONTRACT ADJUSTMENTS FOR TRAINING**

The EEOC may adjust the contract for training when the following conditions exist:

- A. If the Contractor has not invoiced and provided receipts for training within 10 business days of completing the training, the Contracting Officer may unilaterally deobligate funds allocated for the training.
- B. In the event the government determines before training is to be conducted that the amount of funds provided under the contract should be reduced or increased as a result of a revised estimation of the amount of funds needed to pay for training, the Contracting Officer may unilaterally modify the contract to provide funds for training in accordance with the government's revised estimate.

## **Section H - Special Contract Requirements**

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Clauses incorporated by reference

None

Clauses incorporated by full text

#### H.1 **TITLE VII, ADA, GINA and PWFA CONFIDENTIALITY PROVISIONS**

- A. The Contractor agrees to abide by the confidentiality provisions of Title VII, ADA, GINA and the PWFA as those provisions are interpreted by the EEOC. The Contractor shall not make public the following information, if said information was obtained from the EEOC, unless required by court order:
  - 1. The existence of a Title VII, ADA, GINA, and/or PWFA charge filed by a particular charging party against a particular respondent, unless a Title VII, ADA, GINA and/or PWFA lawsuit has been instituted based upon the charge.
  - 2. Information obtained by the EEOC pursuant to its investigation authority (Section 709(a)), unless a Title VII, ADA, GINA and/or PWFA lawsuit involving that information has been instituted.
  - 3. Things said or done by the parties (i.e., charging parties and respondents, and the EEOC) during the settlement efforts or conciliation of a charge.
  - 4. Pursuant to Paragraph 4(b) of the EEOC Memorandum of Understanding with the Office of Federal Contract Compliance Programs (OFCCP), information compiled by OFCCP and provided to the EEOC may be provided to an FEP Agency (i.e., the Contractor) upon its request. It is further understood and agreed that the Contractor will not disclose to the public any such information without first requesting and obtaining the express written approval of the Director of OFCCP.

#### H.2 **CONTRACT ADJUSTMENTS**

- A. The COR will review production on a quarterly basis. The Contractor is expected to produce approximately 1/4 of the total charge resolutions required under the contract each quarter. If the annualized linear production of the Contractor's actual production at any time indicates that the Contractor is producing at a rate that would not meet the number of charge resolutions required under the contract, the government may unilaterally modify the contract price and the total number of charge resolutions (downward adjustments) to reflect the annualized charge production projection.
- B. The government has the unilateral option to increase the number of contracted charge resolutions and/or intake services (upward adjustments), based on the actual or projected production of charge resolutions and intake services.

#### H.3 **RIGHTS IN DATA**

The Government shall have access to all case files for dual-filed charges created and developed in the performance of this contract at all reasonable times when they are in the possession of the Contractor. The Contractor shall have access to such dual-filed case files at all reasonable times while they are in the possession of the EEOC. No case files, reports, studies, findings or other information collected or created in the performance of this contract shall be released by either the Contractor or the EEOC except as authorized in accordance with the Confidentiality Provisions set forth at paragraph

H.1 and H.8.

#### H.4 **INDEMNIFICATION**

The Contractor shall indemnify the Government, its officers, agents, employees and assignees, for all claims of any nature arising out of the performance of this contract, including costs and expenses resulting from such claims.

#### H.5 **ACKNOWLEDGMENT OF GOVERNMENT**

The Contractor agrees that in the communication or release of all information concerning work performed or work to be performed under this contract, such communication or release, written or oral, shall be jointly approved by the EEOC and the Contractor.

#### H.6 **DIRECT AND INDIRECT COSTS**

This is a fixed price contract. No additional funds will be added for direct or indirect costs incurred by the Contractor in the performance of services that exceed the unit price(s) indicated in the pricing schedule.

#### H.7 **NOTICE OF ADVERSE COURT ACTION**

The Contractor will provide written notification to the Program Contact of any adverse local, state, or federal court decision issued against the Contractor relevant to the Equal Opportunity clause in Section I of this contract. Such notice shall be provided within ten (10) business days of the court's decision.

#### H.8 **PRIVACY ACT**

This contract requires the collection, creation and maintenance of records that are subject to the Privacy Act of 1974. See the Privacy Act Notification Clause and the Privacy Act Clause incorporated into this contract in Section I. The records compiled, created and maintained pursuant to this contract are included in the EEOC's Privacy Act System EEOC-3, "Title VII, Americans with Disabilities Act, and Genetic Information Nondiscrimination Act Discrimination Case Files," or Privacy Act System EEOC-1, "Age and Equal Pay Discrimination Case Files." The contents and operation of these systems are described in Federal Register Notice, "Privacy Act of 1974; Publication of Notices of Systems of Records and Proposed New Systems of Records", dated November 17, 2016, and included in Section J of this contract. The EEOC's Privacy Act regulations, at 29 CFR, Part 1611 are hereby incorporated by reference.

#### H.9 **CHARGE DATA SYSTEM - DATABASE**

The Contractor is expected to reconcile its database with the EEOC's database as necessary and appropriate. If significant discrepancies occur and cannot be eliminated through a routine reconciliation, the EEOC may request a hard inventory of the Contractor's charge inventory. Such hard inventory must be conducted in accordance with guidelines prescribed by the EEOC.

#### H.10 **FEPA JOINT INNOVATION PROJECTS**

To be eligible to invoice for the funding, in the amount of \$3,500, the Contractor must have submitted to the Contracting Officer's Representative, within established time frames, a written proposal per provided guidance, detailing joint outreach, training or investigation activities with the EEOC District Office. The proposal shall: (1) include a clear project explanation and justification; (2) include timelines for project completion; (3) include the projected number of people to benefit. The proposal shall contain a certification that the FEPA is willing and able to perform the actions it proposes, and which the EEOC finds to be feasible and acceptable.

#### H.11 **Information Security Related to Use of EEOC's Agency Records Center (ARC) OR Successor System**

FEPA Directors are responsible for authorizing ARC account creation and determining the appropriate level of system access to provide each user by employing the concept of least privilege - providing the minimal level of access required to perform their job functions. When determining the appropriate level of access for a user, the FEPA Director must consider the status of the user's government background investigation (whether completed or in-process). EEOC policy is to limit/restrict a user's system access until the background investigation is completed.

FEPA Directors must ensure that, upon a user's separation, ARC or successor system access is removed and system accounts are disabled as of the close-of-business on the employee's separation date.

Inactive accounts (accounts that have not been logged in within 30 days) will be disabled by the EEOC.

A certification of system accounts by each FEPA Director must be performed at least annually. During this review a list of active system users will be forwarded to the FEPA Director for their review. Each FEPA Director or their designee must review the account listing to ensure that all individuals listed for each system have the need and the proper level of access for each system. Any modifications or deletions must be forwarded by the FEPA Director to EEOC for action and the

Director must then certify the accuracy of the report before returning it to EEOC.

Users must access ARC or successor system from workstations that are compliant with the software baseline, security and privacy policy requirements of their state/local government oversight bodies. At a minimum, workstations must include compliant software, anti-malware, data at rest (DAR) protection that is updated on a regular basis, to meet all available protection options. All workstations must be secured, screen-locked or locked down when not in use.

FEPA Directors are responsible for ensuring that their employees, contractors, contingent workers, and all other users of EEOC's ARC or successor system receive Information Security Awareness Training on an annual basis. Each FEPA location will formally designate an Information Technology (IT) and Information Security (INFOSEC) point of contact (POC) and relay the POC to EEOC.

## Section I - Contract Clauses

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Clauses incorporated by reference

None

Clauses incorporated by full text

### 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 30 days prior to the contract expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 36 months.

(End of clause)

### 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.acquisition.gov/far/index.html](http://www.acquisition.gov/far/index.html).

(End of clause)

<u>Clause Number</u>	<u>Clause Title</u>
52.202-1	Definitions. (JUN 2020)
52.203-3	Gratuities. (APR 1984)
52.203-5	Covenant Against Contingent Fees. (MAY 2014)

52.203-6	Restrictions on Subcontractor Sales to the Government. (JUN 2020)
52.203-7	Anti-Kickback Procedures. (JUN 2020)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights. (NOV 2023)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)
52.204-12	Unique Entity Identifier Maintenance. (OCT 2016)
52.204-13	System for Award Management Maintenance. (OCT 2018)
52.204-23	Prohibition on Contracting for Hardware, Software and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. (NOV 2021)
52.204-25	Prohibition on Contracting for Certain Telecommunications and Videos Surveillance Services or Equipment. (NOV 2021)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021)
52.215-2	Audit and Records - Negotiation. (JUN 2020)
52.215-8	Order of Precedence - Uniform Contract Format. (OCT 1997)
52.222-3	Convict Labor. (JUN 2003)
52.222-21	Prohibition of Segregated Facilities. (APR 2015)
52.222-26	Equal Opportunity. (SEPT 2016)
52.222-35	Equal Opportunity for Veterans. (JUN 2020)
52.222-36	Equal Opportunity for Workers with Disabilities. (JUN 2020)
52.222-37	Employment Reports on Veterans. (JUN 2020)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
52.222-50	Combating Trafficking in Persons. (NOV 2021)
52.222-54	Employment Eligibility Verification. (MAY 2022)
52.223-6	Drug-Free Workplace. (MAY 2001)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving. (JUN 2020)
52.224-1	Privacy Act Notification. (APR 1984)
52.224-2	Privacy Act. (APR 1984)
52.225-13	Restrictions on Certain Foreign Purchases. (FEB 2021)
52.229-4	Federal, State, and Local Taxes (State and Local Adjustments). (FEB 2013)
52.232-1	Payments. (APR 1984)
52.232-8	Discounts for Prompt Payment. (FEB 2002)
52.232-11	Extras. (APR 1984)
52.232-25	Prompt payment. (JAN 2017)

52.232-33	Payment by Electronic Funds Transfer System for Award Management. (OCT 2018)
52.232-39	Unenforceability of Unauthorized Obligations. (JUN 2013)
52.233-1	Disputes. (MAY 2014)
52.233-3	Protest after Award. (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004)
52.242-2	Production Progress Reports. (APR 1991)
52.243-1 *A1	Changes - Fixed-Price. (AUG 1987) - Alternate I (APR 1984)
52.244-6	Subcontracts for Commercial Products and Commercial Services. (NOV 2023)
52.245-1	Government Property. (SEP 2021)
52.249-4	Termination for Convenience of the Government (Services) (Short Form). (APR 1984)
52.249-8	Default (Fixed-Price Supply and Service). (APR 1984)
52.252-2	Clauses Incorporated by Reference. (FEB 1998)
52.253-1	Computer Generated Forms. (JAN 1991)

**EEOC FOIA CLAUSE:**

The Freedom of Information Act (FOIA), 5 U.S.C. § 552, requires federal agencies to disclose certain government records to the public. FOIA is designed to keep the public informed by facilitating access to government information.

The Equal Employment Opportunity Commission (hereinafter referred to as "EEOC", or "Agency") may receive a FOIA request for EEOC records within a contractor's possession or control. If the Agency receives such a request, you will be contacted by the Agency regarding next steps for delivering the requested records to EEOC. Note that requested records could be located at a contractor's site or at an off-site location. Requested records may include, but need not be limited to, books, data in any form, and electronically stored information (ESI). ESI includes, but is not limited to, any contract records that are stored on, or generated by, an electronic device, or contained in electronically accessible media, either owned by the contractor, subcontractor(s), or employees of the contractor or subcontractor(s) regardless of the physical location of the device or media (e.g., offsite servers or data storage).

It is important, therefore, that the contractor maintain all records in accordance with the applicable laws. 48 CFR § 4.7 *et al.*, describes the record retention requirements for government contractors. If the records are maintained on a computer, the contractor shall retain the computer data on a reliable medium for the time periods prescribed. The contractor may transfer computer data in machine readable form from one reliable computer medium to another. The contractor's computer data retention and transfer procedures shall maintain the integrity, reliability, and security of the original computer data. The contractor shall also retain an audit trail describing all data transfers. For the record retention time periods prescribed, the contractor shall not destroy, discard, delete, or write over such computer data. 48 CFR § 4.703(d).

Under FOIA, an agency record includes records maintained for an agency by an entity under government contract even if the records are not physically in possession of the agency. 5 U.S.C. § 552(f)(2)(B). See also <https://www.justice.gov/oip/page/file/1199421/download> at 11-14. Therefore, the contractor understands and agrees that records created, acquired, or received by the contractor in its performance of the contract, remain the property of the government, as determined by FOIA and applicable laws.

**Section J - List of Documents, Exhibits, and other Attachments**

None



Clauses incorporated by reference

None

Clauses incorporated by full text

**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J – LIST OF ATTACHMENTS**

Attachment A - Worksharing Agreement for **FY 2024**

Attachment B - SF LLL, Disclosure of Lobbying Activities, 2 Pages

Attachment C - Federal Register Notice, Dated November 17, 2016