

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

MEETING DATE: 05/06/08

Consent

Regular

Ordinance

Public Hearing

Department: Equal Opportunity

Submitted By: Equal Opportunity

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A modification to an Award/Contract R-2007-0833 (Charge Resolution Contract No. 6FPSLP0103) with the U. S. Equal Employment Opportunity Commission (EEOC) allowing the Office of Equal Opportunity to receive revenue in the total amount of \$83,050 as payment for processing and resolving employment discrimination complaints.

Summary: Execution of this modified contract is required so that OEO can receive payment for processing and resolving complaints of employment discrimination pursuant to the Worksharing Agreement with the EEOC. This Charge Resolution Contract is for FY 2007-2008 and is in the amount of \$83,050 (\$80,850 - charge processing; \$700 Intake Services, and \$1,500 - attendance at EEOC sponsored annual training). EEOC Charge Resolution Contracts for all Fair Employment Practices Agencies nationwide provide payment at a rate of \$550 per charge. OEO's contract is for a total of 147 charges. (Countywide)(TKF)


Background and Policy Issues: On August 15, 1995, the BCC enacted an ordinance prohibiting discrimination in employment, granting OEO investigative and enforcement authority, and authorizing OEO to become a referral agency for the federal government. In each subsequent fiscal year, the BCC has approved Charge Resolution Contracts between the OEO and EEOC.


Execution of this contract is necessary in order for OEO to receive payment for the processing and investigation of employment discrimination complaints that are filed under federal employment discrimination statutes and Palm Beach County's Equal Employment Ordinance.

The EEOC contract is retroactive to October 1, 2007. EEOC distributed the FY 2007-2008 contracts to state and local agencies via letter dated March 31, 2008. (The contract was received by OEO on April 2, 2008). Expedited approval is needed to meet national contract award deadlines as established by EEOC. Pursuant to the instructions in the EEOC transmittal letter, OEO has requested an extension to the deadline for submission of the signed contracts.

Attachments:

1. EEOC Transmittal Letter
2. EEOC Award/Contract
3. Standard Form 30 (2)
4. OEO Letter to EEOC re: Extension of Submission Deadline

Recommended by:  Department Director 04-03-2008 Date

Approved by:  Assistant County Administrator 4/22/08 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	83,050	_____	_____
External Revenues	_____	_____	(83,050)	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-

ADDITIONAL FTE
POSITIONS (Cumulative) 0 0 0 0 0

Is Item Included in Current Budget? Yes X No _____
Budget Account No.: Fund_1253 Department_402_ Unit_4161_ Object_3169__
Program Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

No Ad Valorem dollars are involved in this item, these funds are to be paid to the County by the United States Equal Employment Opportunity Commission.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Revenue for this contract will be received in FY 2009.

[Signature] 4/14/08
OFMB 4/14/08
4/11/08

[Signature] 4/17/08
Contract Administration

B. Legal Sufficiency:

This amendment complies with our review requirements.

[Signature] 4/18/08
Assistant County Attorney

C. Other Department Review:

Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Washington, D.C. 20507

MAR 21 2008

Office of the Chief Financial Officer

Palm Beach County Office of Equal Opportunity
Attn: Harry L. Lamb, Jr., Director
215 North Olive Avenue, Suite 130
West Palm Beach, FL 33401

RE: Contract No. 6FPSLP0103, Modification No. 0005

Dear Mr. Lamb:

Enclosed are two (2) copies of the Standard Form (SF) 30.

In order to expedite the execution of this modification, please return two (2) signed copies of the SF 30 only within ten (10) days from receipt of this letter to the following address:

**Equal Employment Opportunity Commission
Acquisition Services Division
1801 L Street, N.W., Room 6222
Washington, D.C. 20507
Attn: Anthony R. Price, Contracting Officer**

It is essential that you adhere to the timely submission of the fully executed copies of the signed SF 30. Any request for extension should be made via telephone or in writing. Facsimile requests are acceptable. Our facsimile telephone number is (202) 663-4178.

The single modification is for your record.

Upon execution by the Government, one (1) fully executed copy of the modification will be returned to you for your file.

If you have any questions, please call me on (202) 663-4218.

Sincerely,

Anthony R. Price, Contracting Officer
Acquisition Services Division
Office of the Chief Financial Officer

Enclosure(s)

PALM BEACH COUNTY
OFFICE OF
EQUAL OPPORTUNITY
09 APR -2 AM 9:18

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	
2. AMENDMENT/MODIFICATION NO. 0005		3. EFFECTIVE DATE 03/20/2008	4. REQUISITION/PURCHASE REQ. NO. RQ FPSP08117	
5. PROJECT NO. (If applicable)				
6. ISSUED BY EEOC 1801 L Street NW 6th Floor Washington, DC 20507		CODE CFASD	7. ADMINISTERED BY (If other than Item 6) Equal Employment Opportunity Commission Miami District Office One Biscayne Tower Suite 2700 2 South Biscayne Boulevard Miami, FL 33131	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code) PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS 215 NORTH OLIVE AVENUE, SUITE WEST PALM BEACH, FL 33401		9A. AMENDMENT OF SOLICITATION NO. <input checked="" type="checkbox"/>		
9B. DATED (SEE ITEM 11)				
10A. MODIFICATION OF CONTRACT/ORDER NO. 6FPSP0103		<input checked="" type="checkbox"/>		
10B. DATED (SEE ITEM 11) MAR 23 2006				
CODE 596000785		FACILITY CODE 001		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
2006-01-FPSP-SLCR-IMSCONVE-2510-FP

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) CLAUSE H.11


E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Purpose: Exercise Option Year 2. Pursuant to Clause H.11 OPTION TO EXTEND THE TERM OF THE CONTRACT, the Government hereby exercises Option Year 2 to extend contract performance for a period of twelve (12) months commencing October 1, 2007.

APPROVED AS TO TERMS AND CONDITIONS

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


HARRY L. LAMB, JR., DIRECTOR, OEO


TAMMY K. FIELDS, ASST. CO. ATTY.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Addie L. Greene, Chair, Palm Beach County Board of County Commissioners		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Anthony Price Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By _____ (Signature of Contracting Officer)	16C. DATE SIGNED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	
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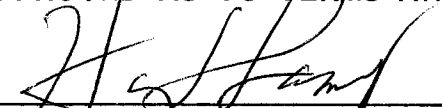
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15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By _____ (Signature of Contracting Officer)	16C. DATE SIGNED

Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page Number</u>
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Summary Info Continuation Page
Continuation Sheet

Section A - Solicitation/Contract Form

Section B - Supplies or Services and Prices/Costs

Number	Commodity Name	Quantity	Unit of Issue	Unit Price	Total Cost (Inc. disc and tax)
301	TITLE VII, ADEA, AND ADA CHARGE RESOLUTIONS	Original : 0.000000 Change: 147.000000 Total : 147.000000	EA	Original: \$0.0000 Change: \$550.0000 Total: \$550.0000	Original:\$0.00 Change: \$80,850.00 Total: \$80,850.00

Period of Performance: 10/01/2007 - 09/30/2008

Description:SEE SECTION B, PAGE B-1 FOR LINE ITEM DESCRIPTION. OPTION YEAR 2

Delivery Schedule:

Delivery Number	Delivery Date	Quantity
1		0

Number	Commodity Name	Quantity	Unit of Issue	Unit Price	Total Cost (Inc. disc and tax)
302	TITLE VII, ADEA, AND ADA INTAKE SERVICES	Original : 0.000000 Change: 14.000000 Total : 14.000000	EA	Original: \$50.0000 Change: \$0.0000 Total: \$50.0000	Original:\$0.00 Change: \$700.00 Total: \$700.00

Period of Performance: 10/01/2007 - 09/30/2008

Description:PROVIDE INTAKE SERVICES FOR CHARGES, WITH AFFIDAVITS, FILED DURING THE PERIOD OCTOBER 1, 2007 TO SEPTEMBER 30, 2008, AT A PRICE OF \$50 PER CHARGE. OPTION YEAR 2

Delivery Schedule:

Delivery Number	Delivery Date	Quantity
1		0

Number	Commodity Name	Quantity	Unit of Issue	Unit Price	Total Cost (Inc. disc and tax)
303	FY 2008 EEOC/FEPA TRAINING	Original : 0.000000		Original: \$0.0000	Original:\$0.00

Number	Commodity Name	Quantity	Unit of Issue	Unit Price	Total Cost (Inc. disc and tax)
	CONFERENCE	Change: 1.000000 Total : 1.000000	EA	Change: \$1,500.0000 Total: \$1,500.0000	Change: \$1,500.00 Total: \$1,500.00

Period of Performance: 10/01/2007 - 09/30/2008

Description: TRAINING TO FACILITATE SUCCESSFUL COMPLETION OF CONTRACT, WHICH MUST INCLUDE ATTENDANCE AT EEOC-SPONSORED ANNUAL CONFERENCE. OPTION YEAR 2

Delivery Schedule:

Delivery Number	Delivery Date	Quantity
1		0

Accounting Line Accounting and Appropriations Data:

9
2008-01-FPSLP-SLCR-2510
Original: \$0.00
Change: \$80,850.00
Total: \$80,850.00

10
2008-01-FPSLP-SLINTAKE-2510
Original: \$0.00
Change: \$700.00
Total: \$700.00

11
2008-401-FPFCP-FEP-08FFCP01-2510-2008
Original: \$0.00
Change: \$1,500.00
Total: \$1,500.00

Accounting and Funding Total:

Previous Total: \$47,579.00
Modification Total: \$83,050.00
Grand Total: \$130,629.00

IDC Constraints Line Item

Line Number	Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
301	0.000000	\$0.00	0.000000	\$0.00
302	0.000000	\$0.00	0.000000	\$0.00
303	0.000000	\$0.00	0.000000	\$0.00

Section C - Descriptions/Specifications/Statement of Work

*Descriptions & Specifications
IDC Constraints Document*

Section D - Packaging and Marking

Packaging and Marking

Section E - Inspection and Acceptance

Inspection and Acceptance

Section F - Deliveries or Performance

Deliveries or Performance

ITEM	DELIVERY DATE	QUANTITY	FOB	DELIVERY ADDRESS
301		0	Destination	

PERIOD OF PERFORMANCE

ITEM	START	END
301	10/01/2007	09/30/2008

ITEM	DELIVERY DATE	QUANTITY	FOB	DELIVERY ADDRESS
302		0	Destination	

PERIOD OF PERFORMANCE

ITEM	START	END
302	10/01/2007	09/30/2008

ITEM	DELIVERY DATE	QUANTITY	FOB	DELIVERY ADDRESS
303		0	Destination	

PERIOD OF PERFORMANCE

ITEM	START	END
303	10/01/2007	09/30/2008

Section G - Contract Administration Data

*Contract Administration Data
Accounting Data*

Section H - Special Contract Requirements

Special Contract Requirements

Section I - Contract Clauses

Contract Clauses

Section J - List of Attachments

Exhibits and Attachments TOC

Identifier	Title	Date	Number of Pages
1	QZ-6FPSP0103-10042007204018296/customClause6668	10/04/2007	
2	QZ-6FPSP0103-10042007204019484/customClause6669	10/04/2007	

Exhibits

Line Item No. 301 Description – Option Year 2

Processing and Resolving, Title VII, ADEA, and ADA Charges. Each Charge must have been filed since October 1, 2005, (or since October 1, 2004, for each charge where a determination of reasonable cause is issued and the charge is processed through hearings and/or litigation) and resolved in accordance with a charge resolution plan if applicable.

In addition, the following are changes to the contract:

Section C – DESCRIPTIONS AND SPECIFICATIONS

Replace Section C – Page 8 of 19 with attached Section C – Page 8 of 19

Replace Section C – Page 9 of 19 with attached Section C – Page 9 of 19

Section F – DELIVERIES OR PERFORMANCE

Replace Section F – Page 12 of 19 with attached Section F – Page 12 of 19

Section G – CONTRACT ADMINISTRATION DATA

Replace Section G – Page 13 of 19 and Page 14 of 19 with attached Section G- Page 13 of 19 and Page 14 of 19.

Section H – SPECIAL CONTRACT REQUIREMENTS

Replace Section H – Page 16 of 19 with attached Section H Page 16 of 19.

Section J – LIST OF ATTACHMENTS

Replace Section J – Page 19 of 19 with the attached Section J – Page 19 of 19

Incorporate Worksharing Agreement as Attachment D.

Except as stated above, all other terms and conditions for the contract remain unchanged.

d. ensures that quality standards are met and are 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. The effective date of the Worksharing Agreement will run concurrently with the effective date of this contract. Upon execution, the Worksharing Agreement dated 10/17/07, 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 charge, only the designated party will process the charge. The other party shall refrain from processing the 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 reduce the Contractor's resources in anticipation of or as a result of the EEOC contract funds, the EEOC may consider a reduction in the Contractor's funding, restrictions placed on the use of its funds, or revisions to the Contractor's operating procedures or regulations that impact on its ability to perform under its contract, as a material breach of this contract. The Contractor will be required to return 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 Contracting Principles for State and Local FEPA for Fiscal Year 2008 are incorporated in their entirety into this contract.

III. Statement of Work

Processing of Charges - Title VII Charges, and/or ADEA Charges (if applicable), and/or ADA Charges (if applicable):

A. The Contractor shall process individual charges of employment discrimination exclusive of any charge processing resulting from other contracts for the resolution of charges that may be in effect between the Contractor and the EEOC during the term of this contract. (See Section B of this contract).

B. The Contracting Officer's Technical Representative (COTR) shall be responsible for transmitting charges initially received by the EEOC to the Contractor. The Contractor shall submit charges to the EEOC for contract credit including, but not limited to, no cause findings, successful settlements, successful conciliations, administrative resolutions, final orders issued following and pursuant to administrative hearings and litigation. 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.

C. All charges submitted for credit under this contract shall be completed by the Contractor between October 1, 2007 and September 30, 2008 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, the ADEA, and the ADA, as appropriate.
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, litigation, and intake services for which payment is requested under this contract will be processed and awarded contract credit in compliance with the State and Local Handbook, the ADA Technical Assistance Manual for ADA charges, and the Worksharing Agreement.

4. Contract credit submissions will include final dispositions of 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. 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 charges that must be transferred to the EEOC that are not final actions by the Contractor, as specified in the State and Local Handbook and;

c. Intake services by the Contractor where the EEOC accepts for processing a charge initially filed outside the jurisdiction of the Contractor, or any other FEPA, and for which the Contractor has prepared all charge intake documentation, including a complete affidavit, as required by the EEOC. In addition, contract credit for intake services will be given when the EEOC accepts for processing a charge initially filed with but not jurisdictional with the Contractor and the COTR determines and justifies that there is a need to service charging parties who live at great distances from an EEOC or FEPA office.

6. Charge resolutions submitted for contract credit pursuant to this contract will be identified by the Contractor by timely and accurate data entries on the FEPA IMS or any successor system, if applicable. Where the Contractor is not on the FEPA IMS or any successor system, charge resolutions submitted for credit pursuant to this contract will be designated in a monthly status report from the Contractor to the COTR.

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.

9. The Contractor shall preserve all case files and records relevant to all 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 F - DELIVERIES OR PERFORMANCE

F.1 DELIVERIES OR PERFORMANCE

F.2 PERIOD OF PERFORMANCE

The period of performance under this contract shall be from October 1, 2007 through September 30, 2008, with two one-year options to extend the term of the contract. (See Clause H.10, "Option to Extend the Term of the Contract" and Paragraph H.2 Contract Adjustments")

F.3 TIME OF DELIVERY/DELIVERABLES

A. When the Contractor enters a charge in the EEOC computerized **Integrated Mission System (FEPA IMS)** or any successor system the following procedures shall be used. The Contractor will:

1. Make accurate and timely charge data entries in the FEPA IMS 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. 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.5.a. of the **FY 2008 Contracting Principles**.

2. Enter basic charge data into the FEPA IMS or successor system within five days of the Contractor's receipt of each charge as set forth in Section III.B.5.a of the **FY 2008 Contracting Principles** in order to be eligible to receive contract credit.

3. Provide EEOC with a list of final actions within a time frame agreed upon by the COTR and the Contractor, but usually no later than 30 days after the resolution of each charge to meet the requirement of Section III. B.2 of the **FY 2008 Contracting Principles**. The Contractor must ensure the timely and accurate entry of data into the FEPA IMS or successor system. The COTR will generate charge data lists and reports through the FEPA IMS or successor system to verify that this requirement is being met throughout the term of this contract.

4. Enter all charge data for contract credit submissions through each quarter not later than the 8th calendar day of the month following each quarter.

B. When the Contractor is not on the FEPA IMS or successor system, the following procedures shall be used. The Contractor will:

1. Submit quarterly contract production reports to the COTR for review. The quarterly reports shall consist of EEOC Forms 322 - FEPA Performance Report and 472 - FEPA Charge List. Upon award of the contract, the quarterly reports must be received by the COTR not later than the 8th calendar day of the month following each quarter.

2. Furnish to the COTR, separate written reports as may be expressly required.

3. Provide the EEOC with a list of charge resolutions with respect to dual-filed charges within a time frame agreed upon with the COTR, but no later than thirty (30) days after the charge resolution dates. The lists of charge resolutions will be provided on EEOC Form 472. After receipt of the lists, and when requested by the COTR, the Contractor will forward all charge file information, or a copy of such information, within five workdays of the requests. The COTR may extend or reasonably alter the five-day time frame as deemed necessary and appropriate (For non-certified Contractors, file information must be submitted within five days of submission of the Form 472/resolution listing unless the time frame is extended or otherwise modified by the COTR). Failure to timely submit reports and charge file information will result in the denial of contract credit for the affected resolutions.

4. The Contractor must make timely and accurate submission to the EEOC of EEOC Form 322 and EEOC Form 472. All reports covering the first three quarters of the **FY 2008** contract must be received by the EEOC prior to September 30, **2008**.

SECTION G - CONTRACT ADMINISTRATION DATA

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 Date: See Accounting Line Accounting and Appropriations Data
- D. Contracting Officer's Technical:
Representative Federico Costales, Director
Miami District Office
Telephone: (305) 808-1800
- E. Paying Office : See Block 12 of SF-26
- F. Program Director : Michael J. Dougherty, Director
State and Local Programs
Office of Field Programs
1801 L Street NW, Room 8046
Washington, DC 20507
Telephone: (202) 663-4801

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 TECHNICAL REPRESENTATIVE

The EEOC District Director, will serve as the Contracting Officer's Technical Representative (COTR) during the performance of this contract. The name of the authorized EEOC District Director will appear in Section G.1 Contract Administration Data. The COTR shall monitor the contract for the Program Director 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 COTR 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 COTR is responsible for preparing the official receiving report to record acceptance in EEOC's financial system procurement module. No payment may be made until a properly completed receiving report is transmitted to the payment office.

G.4 INVOICING INSTRUCTIONS

- A. The Contractor shall submit an original invoice(s) and any other information required to make payments to the following address:

National Business Center
Mail Stop D-2735, EEOC Processing
7301 W. Mansfield Ave
Denver, CO 80235-2230
- B. A copy of the invoice must be sent to the designated COTR.

G.5 PAYMENT SCHEDULE

Upon contract execution, an advance payment invoice not to exceed fifty (50) percent of **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. The contractor can submit invoices for actual production on a quarterly basis (**April 10, July 10, and October 13, 2008**). 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, 1801 L Street, N.W., 6th 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 for training completed within a thirty (30) day period, the Contracting Officer, may unilaterally deobligate the amount of funds the government determines to be in excess of the amount needed to pay for 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.

H.5 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.6 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 COTR and the Contractor, and shall include a statement indicating that the project or effort is co-sponsored by the EEOC.

H.7 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.8 NOTICE OF ADVERSE COURT ACTION

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

H.9 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 and ADA 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 System of Records, Proposed New Systems and Proposed New Routine Uses", dated July 30, 2002, 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.10 CHARGE DATA SYSTEM – DATABASE

The Contractor is expected to reconcile its data base with the EEOC's data base 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.11 OPTION TO EXTEND THE TERM OF THE CONTRACT

At the option of the Government, the Contracting Officer by written notice of renewal to the contractor by the first day of each Government fiscal year (October 1), provided that the Contracting Officer shall have given preliminary notice of the Government's intention to renew at least 60 days before this contract is to expire may extend the term of the contract at the unit prices stated in Section B of this contract. Such a preliminary notice of intent to renew shall not be deemed to commit the Government to renewals. If the Government exercises this option for the renewal, the contract as renewed shall be deemed to include this option provision. However, the total duration of this contract, including the exercise of any options under this clause, shall not exceed three years (36 months).

Option Period II - October 1, 2008 through September 30, 2009

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

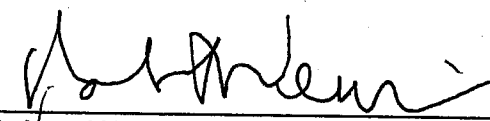
SECTION J - LIST OF ATTACHMENTS

Attachment E - Worksharing Agreement for FY 2008

FY 2008 EXTENSION OF WORKSHARING AGREEMENT

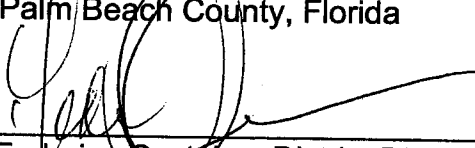
inasmuch as there have been no substantive changes in the processes, procedures, statutes, policies or regulations that would adversely affect or substantially alter the worksharing arrangement between the U. S. Equal Employment Opportunity Commission Miami District Office and the Palm Beach County Office of Equal Opportunity, or that would affect the processing of charges filed under pertinent Federal, state or local statutes, the parties agree to extend the current worksharing agreement that was executed on September 19, 2005 through the FY 2008 Charge Resolution Contract Option Period (October 1, 2007 through September 30, 2008). This agreement, as well as the attendant Worksharing Agreement may be reopened and amended by mutual consent of the parties.

Date 10/11/07



Robert Weisman, County Administrator
Palm Beach County, Florida

Date 10/17/2007



Federico Costales, District Director
U. S. Equal Employment Opportunity Commission
Miami District Office

FACSIMILE

To: Anthony R. Price
Contracting Officer

Of: Equal Employment Opportunity Commission

Fax: 202-663-4178

Pages: 2, including this cover sheet.

Date: April 3, 2008



Attached is a request for extension of time submitted by the Palm Beach County Office of Equal Opportunity regarding contract no. 6FPSLP0103.

From the desk of...

Harry L. Lamb, Jr.
Director
Palm Beach County OEO
215 N. Olive Avenue, Suite 130
West Palm Beach, FL 33401



April 3, 2008

Mr. Anthony R. Price, Contracting Officer VIA Facsimile to: (202) 663-4178
Acquisition Services Division
U. S. Equal Employment Opportunity Commission
1801 "L" Street, N.W. - Room 6222
Washington, D. C. 20507

**RE: FY 2007-2008 FEPA Contract (Contract No. 6FPSLP0103)
Palm Beach County Office of Equal Opportunity**

Dear Mr. Price:

This correspondence is to acknowledge receipt of the FY 2007-2008 FEPA Contract No. 6FPSLP0103 and Standard Form (SF) 30. Pursuant to the instructions in your transmittal letter, it is requested that the Palm Beach County Office of Equal Opportunity be granted an extension of time within which to submit the signed contracts.

Pursuant to the Charter and Ordinances of Palm Beach County, Florida, all contracts must be approved by the Board of County Commissioners at a public meeting. We have prepared the required documents to have this contract approved by the Board of County Commissioners at the May 6, 2008 meeting. Upon approval, the contracts will be returned to the EEOC via overnight express delivery.

If you wish to discuss this matter, please reach me at (561) 355-2584 or via e-mail to: hlamb@pbcgov.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Harry L. Lamb, Jr.", is written over a printed name.

Harry L. Lamb, Jr., Director

cc: EEOC, Miami District Office

Office of Equal Opportunity
215 N. Olive Avenue, Suite 130
West Palm Beach, FL 33401
(561) 355-4883
Fax: (561) 355-4932
www.pbcgov.com/equalopportunity

■
**Palm Beach County
Board of County
Commissioners**

Addie L. Greene, Chairperson

Jeff Koons, Vice Chair

Karen T. Marcus

Robert J. Kanjian

Mary McCarty

Burt Aaronson

Jess R. Santamaria

County Administrator

Robert Weisman

*"An Equal Opportunity
Affirmative Action Employer"*

MEMORY TRANSMISSION REPORT

TIME : 04-03-'08 09:26
FAX NO.1 : 5613554932
NAME : Office of Equal Oppo

FILE NO. : 451
DATE : 04.03 09:26
TO : 8912026634178
DOCUMENT PAGES : 2
START TIME : 04.03 09:26
END TIME : 04.03 09:26
PAGES SENT : 2
STATUS : OK

*** SUCCESSFUL TX NOTICE ***

FACSIMILE

To: Anthony R. Price
Contracting Officer
Of: Equal Employment Opportunity Commission
Fax: 202-663-4178
Pages: 2, including this cover sheet.
Date: April 3, 2008



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From the desk of...
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Director
Palm Beach County OEO
215 N. Olive Avenue, Suite 130
West Palm Beach, FL 33401