

3A3

Agenda Item #:

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

MEETING DATE: 07/07/09

Consent

Regular

Ordinance

Public Hearing

Department: Equal Opportunity

Submitted By: Equal Opportunity

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** An Award/Contract (Charge Resolution Contract No. EECCN090037) with the U. S. Equal Employment Opportunity Commission (EEOC) allowing the Office of Equal Opportunity to receive revenue in the total amount of \$74,500 as payment for processing and resolving employment discrimination complaints.

**Summary:** Execution of this 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 2008-2009 and is in the amount of \$74,500 (\$71,500 - charge processing; \$1,700 Intake Services, and \$1,300 - 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 130 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, 2008. EEOC distributed the FY 2008-2009 contracts to state and local agencies via letter dated May 19, 2009. (The contract was received by OEO on May 27, 2009). 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 26 (2)
4. OEO Letter to EEOC re: Extension of Submission Deadline

Recommended by:

  
Department Director

Date

05/28/2009

Approved by:

  
Assistant County Administrator

Date

6/26/09

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	74,500	_____	_____	_____	_____
External Revenues	(74,500)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>
<b># ADDITIONAL FTE</b>					
<b>POSITIONS (Cumulative)</b>	<u>  0  </u>	<u>  0  </u>	<u>  0  </u>	<u>  0  </u>	<u>  0  </u>

Is Item Included in Current Budget? Yes      No       
 Budget Account No.: Fund      Department      Unit      Object       
 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:**

       6/23/09  
 OFMB

       6/24/09  
 Contract Administration

**B. Legal Sufficiency:**

       6/26/09  
 Assistant County Attorney

This Contract complies with our contract review requirements.

The term of this contract is until 9/30/09.

**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

MAY 15 2000

Office of the Chief Financial Officer

Palm Beach County Office of Equal Opportunity  
Attn: FEPA Director  
215 North Olive Avenue, Suite 130  
West Palm Beach, FL 33401

**RE: Contract No. EECCN090037**

Dear FEPA Director:

Enclosed are two (2) copies of the Standard Form (SF) 26 and one (1) copy of the entire contract and all attachments.

**In order to expedite the execution of this contract, please return two (2) signed copies of the SF 26 only within ten (10) days from receipt of this letter to the following address:**

**Equal Employment Opportunity Commission  
Acquisition Services Division  
131 M Street, NE, 4<sup>th</sup> Floor  
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 26. 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 contract document with all attachments is for your records.

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

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

Sincerely,

A handwritten signature in blue ink, appearing to be "A. Price".

Anthony R. Price, Contracting Officer  
Acquisition Services Division

Enclosure(s)

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING
2. CONTRACT (Proc. Inst. Ident.) NO. EECCN090037		3. EFFECTIVE DATE 05/14/2009		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. RO FPSP09057
5. ISSUED BY EEOC 131 M Street N.E. 4th Floor Washington, DC 20507		CODE CFASD	6. ADMINISTERED BY (if other than item 5) Equal Employment Opportunity Commission Miami District Office One Biscayne Tower Suite 2700 2 South Biscayne Boulevard Miami, FL 33131	

7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS 215 NORTH OLIVE AVENUE, SUITE WEST PALM BEACH, FL 33401		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)	
CODE: 596000785		FACILITY CODE: 001	
9. DISCOUNT FOR PROMPT PAYMENT 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	

11. SHIP TO/MARK FOR Equal Employment Opportunity Commission Miami District Office One Biscayne Tower Suite 2700 2 South Biscayne Boulevard Miami, FL 33131		CODE FPMIA	12. PAYMENT WILL BE MADE BY National Business Center EEOC Payments, MS D-2735 7301 West Mansfield Avenue Denver, CO 80235	
--	--	---------------	---	--

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input checked="" type="checkbox"/> 41 U.S.C. 253(c) ( 5 )		14. ACCOUNTING AND APPROPRIATION DATA 2009-01-FPSP-SLCR-2510		
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Line Information				

15G. TOTAL AMOUNT OF CONTRACT \$74,500.00

16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	2
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	3	X	J	LIST OF ATTACHMENTS	1
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	1	K	REPRESENTATIONS CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	3		INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	2	L	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	2	M			

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17.  CONTRACTORS NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 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.  AWARD (Contractor is not required to sign this document.) Your offer 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 items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print) <b>John F. Koons, Chairman</b> <b>Board of County Commissioners PBC</b>		20A. NAME AND CONTRACTING OFFICER Anthony Price	
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)
		20C. DATE SIGNED	

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING			
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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)
1	TITLE VII, ADEA, AND ADA CHARGE RESOLUTIONS	Total : 130.000000	EA	Total: \$550.0000	Total: \$71,500.00

**Period of Performance:** 10/01/2008 - 09/30/2009

**Description:** SEE SECTION B, PAGE B-1 FOR LINE ITEM DESCRIPTION.

**Delivery Schedule:**

Delivery Number	Delivery Date	Quantity
-----------------	---------------	----------

Number	Commodity Name	Quantity	Unit of Issue	Unit Price	Total Cost (inc. disc and tax)
2	TITLE VII, ADEA, AND ADA INTAKE SERVICES	Total : 34.000000	EA	Total: \$50.0000	Total: \$1,700.00

**Period of Performance:** 10/01/2008 - 09/30/2009

**Description:** PROVIDE INTAKE SERVICES FOR CHARGES, WITH AFFIDAVITS, FILED DURING THE PERIOD OCTOBER 1, 2008 TO SEPTEMBER 30, 2009, AT A PRICE OF \$50 PER CHARGE.

**Delivery Schedule:**

Delivery Number	Delivery Date	Quantity
-----------------	---------------	----------

Number	Commodity Name	Quantity	Unit of Issue	Unit Price	Total Cost (inc. disc and tax)
3	FY 2009 EEOC/FEPA TRAINING CONFERENCE	Total : 1.000000	LT	Total: \$1,300.0000	Total: \$1,300.00

**Period of Performance:** 10/01/2008 - 09/30/2009

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

**Delivery Schedule:**



Delivery Number                      Delivery Date                      Quantity

Number	Commodity Name	Quantity	Unit of Issue	Unit Price	Total Cost (inc. disc and tax)
4	OPTION YEAR 1: TITLE VII, ADEA, AND ADA CHARGE RESOLUTIONS	Total : 0.000000	EA	Total: \$0.0000	Total: \$0.00

Period of Performance: 10/01/2009 - 09/30/2010  
Description: SEE SECTION B, PAGE B-1 FOR LINE ITEM DESCRIPTION.

Delivery Schedule:

Delivery Number                      Delivery Date                      Quantity

Number	Commodity Name	Quantity	Unit of Issue	Unit Price	Total Cost (inc. disc and tax)
5	OPTION YEAR 1: TITLE VII, ADEA, AND ADA INTAKE SERVICES	Total : 0.000000	EA	Total: \$0.0000	Total: \$0.00

Period of Performance: 10/01/2009 - 09/30/2010  
Description: PROVIDE INTAKE SERVICES FOR CHARGES, WITH AFFIDAVITS, FILED DURING THE PERIOD OCTOBER 1, 2009 TO SEPTEMBER 30, 2010, AT A PRICE OF \$50 PER CHARGE.

Delivery Schedule:

Delivery Number                      Delivery Date                      Quantity

Number	Commodity Name	Quantity	Unit of Issue	Unit Price	Total Cost (inc. disc and tax)
6	OPTION YEAR 1: FY 2010 EEOC/FEPA TRAINING CONFERENCE	Total : 0.000000	LT	Total: \$0.0000	Total: \$0.00

Period of Performance: 10/01/2009 - 09/30/2010  
Description: TRAINING TO FACILITATE SUCCESSFUL COMPLETION OF CONTRACT, WHICH MUST INCLUDE ATTENDANCE AT EEOC-SPONSORED ANNUAL CONFERENCE.

Delivery Schedule:

Delivery Number                      Delivery Date                      Quantity

Number	Commodity Name	Quantity	Unit of Issue	Unit Price	Total Cost (inc. disc and tax)
7	OPTION YEAR 2: TITLE VII, ADEA, AND ADA CHARGE RESOLUTIONS	Total : 0.000000	EA	Total: \$0.0000	Total: \$0.00

Period of Performance: 10/01/2010 - 09/30/2011  
Description:SEE SECTION B, PAGE B-1 FOR LINE ITEM DESCRIPTION.

Delivery Schedule:

Delivery Number                      Delivery Date                      Quantity

Number	Commodity Name	Quantity	Unit of Issue	Unit Price	Total Cost (incl. disc. and tax)
8	OPTION YEAR 2: TITLE VII, ADEA, AND ADA INTAKE SERVICES	Total : 0.000000	EA	Total: \$0.0000	Total: \$0.00

Period of Performance: 10/01/2010 - 09/30/2011  
Description:PROVIDE INTAKE SERVICES FOR CHARGES, WITH AFFIDAVITS, FILED DURING THE PERIOD OCTOBER 1, 2010 TO SEPTEMBER 30, 2011, AT A PRICE OF \$50 PER CHARGE.

Delivery Schedule:

Delivery Number                      Delivery Date                      Quantity

Number	Commodity Name	Quantity	Unit of Issue	Unit Price	Total Cost (incl. disc. and tax)
9	OPTION YEAR 2: FY 2011 EEOC/FEPA TRAINING CONFERENCE	Total : 0.000000	LT	Total: \$0.0000	Total: \$0.00

Period of Performance: 10/01/2010 - 09/30/2011  
Description:TRAINING TO FACILITATE SUCCESSFUL COMPLETION OF CONTRACT, WHICH MUST INCLUDE ATTENDANCE AT EEOC-SPONSORED ANNUAL CONFERENCE.

Delivery Schedule:

Delivery Number                      Delivery Date                      Quantity

---

Accounting Line Accounting and Appropriations Data:

1  
2009-01-FPSLP-SLCR-2510  
Total: \$71,500.00

2  
2009-01-FPSLP-SLINTAKE-2510  
Total: \$1,700.00

3  
2009-01-FPSLP-SLTRNG-2510  
Total: \$1,300.00

Accounting and Funding Total:

Grand Total: \$74,500.00

*IDC Constraints Line Item*

Line Number	Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
1	0.000000	\$0.00	0.000000	\$0.00
2	0.000000	\$0.00	0.000000	\$0.00
3	0.000000	\$0.00	0.000000	\$0.00
4	0.000000	\$0.00	0.000000	\$0.00
5	0.000000	\$0.00	0.000000	\$0.00
6	0.000000	\$0.00	0.000000	\$0.00
7	0.000000	\$0.00	0.000000	\$0.00
8	0.000000	\$0.00	0.000000	\$0.00
9	0.000000	\$0.00	0.000000	\$0.00

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B-1 FEPA Contract

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**Section B**

Page B-1

**Line Item No. 1 Description**

Processing and Resolving, Title VII, ADEA, and ADA Charges. Each Charge must have been filed since October 1, 2004, (or since October 1, 2003, 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.

**Line Item No. 4 Description – Option Year 1**

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.

**Line Item No. 7 Description – Option Year 2**

Processing and Resolving, Title VII, ADEA, and ADA Charges. Each Charge must have been filed since October 1, 2006, (or since October 1, 2005, 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.

**Section C - Descriptions/Specifications/Statement of Work**

*Descriptions & Specifications  
IDC Constraints Document*

## I. 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; and, the Americans with Disabilities Act (ADA) of 1990, as amended. The EEOC also recognizes the need to ensure the employment rights of individuals granted by Federal, State, and Local anti-discrimination laws.

B. As part of the Congressional mandate, the EEOC is required to establish an integrated system for a more expeditious resolution of employment discrimination charges. The EEOC has entered into a partnership with the FEPA, herein referred to as the Contractor, for continuous development and enhancement of this system.

## II. 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, resolution of charges on a current basis, determinations supported by evidence, and resolutions with remedies;
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 compatible with that used by the EEOC;
5. The development and maintenance of a system to ensure that the EEOC and the Contractor maintain compatible 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; and
7. Use of an effective case management system, and as applicable, adherence to a Charge Resolution Plan 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 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 October 27, 2008, 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 2009 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, 2008 and September 30, 2009 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.

Charge/case file material and reports to be furnished to the designated field office shall be through the regular U.S. mail and should be adequately packaged to assure safe delivery to the designated office.

#### F.1 PERIOD OF PERFORMANCE

The period of performance under this contract shall be from October 1, 2008 through September 30, 2009, 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.2 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 2009 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 2009 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 2009 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 2009 contract must be received by the EEOC prior to September 30, 2009.

#### **Section D - Packaging and Marking**

##### *Packaging and Marking*

D-1 FEPA Contract

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Charge/case file material and reports to be furnished to the designated field office shall be through the regular U.S. mail and should be adequately packaged to assure safe delivery to the designated office.

#### **Section E - Inspection and Acceptance**

##### *Inspection and Acceptance*

E-1 FEPA Contract

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#### **E.1 INSPECTION AND ACCEPTANCE**



A. Inspection and Acceptance shall be made by the COTR. Inspection and acceptance shall be made pursuant to the standards set forth in the EEOC's Compliance Manual, and applicable section(s) of the State and Local Handbook.

B. The COTR will ensure that the Contractor maintains performance that is consistent with the criteria and requirements contained herein, as well as in the Substantial Weight Review Procedures and Worksharing Agreements. 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. Such information includes but is not limited to staffing information, case management printouts, charge processing documentation, and any other material and data as may be related and/or apply to the processing of dual-filed charges or administration of the contract.

Clauses By Reference

Clause	Title
52.246-4	Inspection of Services--Fixed-Price (Aug 1996)

Section F - Deliveries or Performance

*Deliveries or Performance*

PERIOD OF PERFORMANCE

ITEM	START	END
1	10/01/2008	09/30/2009

PERIOD OF PERFORMANCE

ITEM	START	END
2	10/01/2008	09/30/2009

PERIOD OF PERFORMANCE

ITEM	START	END
3	10/01/2008	09/30/2009

PERIOD OF PERFORMANCE

ITEM	START	END
4	10/01/2009	09/30/2010

PERIOD OF PERFORMANCE

ITEM	START	END
5	10/01/2009	09/30/2010

PERIOD OF PERFORMANCE

ITEM	START	END
6	10/01/2009	09/30/2010

## PERIOD OF PERFORMANCE

ITEM	START	END
7	10/01/2010	09/30/2011

## PERIOD OF PERFORMANCE

ITEM	START	END
8	10/01/2010	09/30/2011

## PERIOD OF PERFORMANCE

ITEM	START	END
9	10/01/2010	09/30/2011

F-1 FEPA Contract

### F.1 PERIOD OF PERFORMANCE

The period of performance under this contract shall be from **October 1, 2008** through **September 30, 2009**, 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.2 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 2009 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 2009 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 2009 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 2009 contract must be received by the EEOC prior to September 30, 2009.

#### Section G - Contract Administration Data

*Contract Administration Data*  
*Accounting Data*

G-1 FEPA Contract

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#### 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 Technical: Danny Harter, Director  
Representative Indianapolis District Office  
Telephone: (317) 226-6418
- E. Paying Office: See Block 12 of SF-26

F. Program Director: Michael J. Dougherty, Director  
State and Local Programs  
Office of Field Programs  
131 M Street, N.E., Fifth Floor  
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 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 the number of charge resolutions stated in the contract, 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, 2009). 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., 4<sup>th</sup> 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.

## Section H - Special Contract Requirements

### *Special Contract Requirements*

#### H-1 FEPA Contract

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## H.1 TITLE VII AND ADA CONFIDENTIALITY PROVISIONS

A. The Contractor agrees to abide by the confidentiality provisions of Title VII and the ADA as those provisions are interpreted by the EEOC. The Contractor shall not make public in any manner whatever the following information if said information was obtained from the EEOC:

1. The existence of a Title VII and/or ADA charge filed by a particular charging party against a particular respondent, unless a Title VII and/or ADA lawsuit has been instituted,
2. Information obtained by the EEOC pursuant to its investigation authority (Section 709(a)), unless a Title VII and/or ADA lawsuit involving that information has been instituted and,
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, unless a Title VII and/or ADA lawsuit has been instituted.
4. Pursuant to Paragraph 5(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.

B. EEOC-furnished EEO Reports may be made public by the Contractor during or after a hearing

conducted by the Contractor that involves the above information.

## H.2 CONTRACT ADJUSTMENTS

A. The COTR 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.

B. 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.

C. 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 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 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 the Contractor except as authorized in accordance with the Confidentiality Provisions set forth at paragraph H.1 above.

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

## 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 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.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 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.9 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.10 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).

**Base Period - October 1, 2008 through September 30, 2009**

**Option Period I - October 1, 2009 through September 30, 2010**

**Option Period II - October 1, 2010 through September 30, 2011**

#### Section I - Contract Clauses

##### Contract Clauses

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; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days days [60 days unless a different number of days is inserted] 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.arnet.gov

(End of clause)

Clauses By Reference

Clause	Title
52.202-1	Definitions (Jul 2004)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-6	Restrictions On Subcontractor Sales To The Government (Sept 2006)
52.203-7	Anti-Kickback Procedures (Jul 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity (Jan 1997)
52.203-12	Limitation On Payments To Influence Certain Federal Transactions (Sept 2007)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)
52.204-7	Central Contractor Registration (Apr 2008)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Sept 2006)
52.215-2	Audit and Records--Negotiation (June 1999)
52.215-8	Order of Precedence--Uniform Contract Format (Oct 1997)
52.222-3	Convict Labor (June 2003)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-26	Equal Opportunity (Mar 2007)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (Sept 2006)
52.222-36	Affirmative Action for Workers with Disabilities (June 1998)



Clause	Title
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004)
52.222-50	Combating Trafficking in Persons ( Feb 2009 )
52.222-54	Employment Eligibility Verification (Jan 2009)
52.223-6	Drug Free Workplace (May 2001)
52.224-1	Privacy Act Notification (Apr 1984)
52.224-2	Privacy Act (Apr 1984)
52.225-13	Restrictions on Certain Foreign Purchases (June 2008)
52.229-4	Federal, State and Local Taxes (State and Local Adjustments) (Apr 2003)
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 (Oct 2008)
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003)
52.233-1	Disputes (July 2002)
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)
52.244-6	Subcontracts for Commercial Items ( Feb 2009 )
52.245-1	Government Property (June 2007)
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)
52.243-1 Alt I	Changes--Fixed Price (Aug 1987)- Alternate I (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)
52.232-23	Assignment Of Claims (Jan 1986)

## Section J - List of Attachments

### Exhibits and Attachments TOC

J-1 FEPA Contract

Attachment A - Worksharing Agreement for FY 2009

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

Attachment C - Federal Register Notice, Dated July 30, 2002

*Exhibits*

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB  
0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: <sup>4c</sup>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

amended to cover all correspondence and communications, by letter, phone call, or email, throughout the agency to reflect the use of computerized tracking systems in many offices.

**EEOC-7 Employee Pay and Leave Records.** Routine use i was amended to replace the General Services Administration with the Department of Interior. EEOC has switched its pay and leave system administration from the General Services Administration to the Department of the Interior.

**EEOC-8 Employee Travel and Reimbursement Records.** Routine use e was amended to replace the General Services Administration with the Department of Interior. EEOC has switched its financial management administrative services from GSA to the Department of the Interior.

**EEOC-9 Claims Collection Records.** Routine use j was amended to replace the General Services Administration with the Department of Interior. EEOC has switched its financial management administrative services from GSA to the Department of the Interior.

**EEOC-12 Telephone Call Detail Records.** The categories of individuals and records were amended to include U.S. government phone card holders and phone card records, including billing records.

**EEOC-13 Employee Identification Cards.** The categories of records was amended to cover proximity card lists and records throughout the agency, where applicable. The system was previously limited to Headquarters proximity card holders.

**EEOC-15 Internal Harassment Inquiries.** The Commission approved an internal order governing investigations of allegations of harassment made by EEOC employees. This new system of records covers current or former EEOC employees' complaints or reports of harassment, witness statements, reports of interviews, findings and recommendations, decisions and corrective actions taken and related correspondence and exhibits. Nine routine uses are proposed for the system. In addition, it is proposed to exempt this system from certain provisions of the Privacy Act pursuant to section (k)(2) of the Act. A Notice of Proposed Rulemaking is published separately in today's Federal Register proposing amendments to EEOC's Privacy Act regulations that describe this exemption.

**EEOC-16 Office of Inspector General Investigative Files.** The Office of the Inspector General has reorganized its filing system and will be maintaining its investigative files by the name of the individuals who are subjects of

investigations by the Office relating to the programs and operations of the EEOC. The Commission is adding a system of records covering those files. Six routine uses are proposed for the new system. In addition, it is proposed to exempt this system of records from certain provisions of the Privacy Act pursuant to sections (j)(2) and (k)(2) of the Act. A Notice of Proposed Rulemaking is published separately in today's Federal Register proposing amendments to EEOC's Privacy Act regulations that describe those exemptions.

**EEOC-17 Defensive Litigation Files.** The Commission's Office of Legal Counsel has upgraded its computerized tracking system and filing system covering its defensive litigation files and has created a set of files containing testimony, affidavits and declarations given by individuals during EEOC's defense of lawsuits brought against the agency. Consequently, the Commission is adding a system of records covering the Office of Legal Counsel's defensive litigation files. The system covers all documents related to civil or administrative litigation brought against the Commission, which are retrievable by the name of the individual who filed the litigation or the name of the individual witnesses who gave testimony, affidavits or declarations during the course of such litigation. Five routine uses are proposed for the new system.

**EEOC-18 Reasonable Accommodation Records.** The Commission has issued an internal order establishing procedures for providing reasonable accommodation for individuals with disabilities under the Rehabilitation Act of 1973. This new system of records covers all current and former EEOC employees and applicants' requests for reasonable accommodations, medical records, notes or records made about requests, decisions on requests and records made to implement or track decisions on requests. Four routine uses are proposed for the system.

The proposed routine uses in the four new systems of records noted above meet the compatibility criteria since the information involved is collected for the purpose of the applicable routine uses. We anticipate that any disclosure pursuant to these routine uses will not result in any unwarranted adverse effects on personal privacy.

**EEOC/GOVT-1 Equal Employment Opportunity in the Federal Government Complaint and Appeal Records.** The two routine uses proposed to be added to EEOC-1 and EEOC-3, permitting disclosure to bar associations or

disciplinary boards and to federal agencies when hiring, or conducting background checks or security clearances are proposed to be added to this system as well. They are described in greater detail above. In addition, the Commission proposes to add a new routine use permitting disclosure of information to employees of contractors engaged by an agency to carry out the agency's responsibilities under 29 CFR part 1614. Finally, the Commission proposes to add a new routine use permitting disclosure of information to potential witnesses during the course of an investigation, as may be appropriate and necessary to perform the agency's functions under 29 CFR part 1614. The Commission has determined that these four proposed routine uses are compatible with the law enforcement purpose of the system of records.

A complete list of all EEOC systems of records is published below. The complete text of the notices follows.

For the Commission,

Carim Domínguez,  
Chair.

#### EEOC Systems of Records

- EEOC-1 Age and Equal Pay Act Discrimination Case Files.
- EEOC-2 Attorney Referral List.
- EEOC-3 Title VII and Americans With Disabilities Act Discrimination Case Files.
- EEOC-4 Biographical Files.
- EEOC-5 Correspondence and Communications.
- EEOC-6 Employee Assistance Program Records.
- EEOC-7 Employee Pay and Leave Records.
- EEOC-8 Employee Travel and Reimbursement Records.
- EEOC-9 Claims Collection Records.
- EEOC-10 Grievance Records.
- EEOC-11 Records of Adverse Actions Against Nonpreference Eligibles in the Excepted Service.
- EEOC-12 Telephone Call Detail Records.
- EEOC-13 Employee Identification Cards.
- EEOC-14 Employee Parking Records.
- EEOC-15 Internal Harassment Inquiries.
- EEOC-16 Office of Inspector General Investigative Files.
- EEOC-17 Defensive Litigation Files.
- EEOC-18 Reasonable Accommodation Records.
- EEOC/GOVT-1 Equal Employment Opportunity in the Federal Government Complaint and Appeal Records.

#### EEOC-1

##### SYSTEM NAME:

Age and Equal Pay Act Discrimination Case Files.

##### SYSTEM LOCATION:

Field Office where the charge or complaint of discrimination was filed (see Appendix A). Records of

complaints filed under section 321 of the Government Employees Rights Act of 1991 are located in the Office of Federal Operations, 1801 L Street, NW., Washington, DC 20507, after a hearing has been requested.

**CATEGORIES OF INDIVIDUALS COVERED BY THE SYSTEM:**

Persons other than federal employees and applicants who file charges or complaints with EEOC alleging that an employer, employment agency or labor organization has violated the Age Discrimination in Employment Act of 1967 or the Equal Pay Act of 1963, or who file complaints under section 321 of the Government Employees Rights Act of 1991.

**CATEGORIES OF RECORDS IN THE SYSTEM:**

This system contains the records compiled during the investigation of age and equal pay discrimination cases and during the investigation and hearing of complaints filed under section 321 of the Government Employees Rights Act of 1991. These records include:

- a. Documents submitted by charging party or complainant such as charge of discrimination, personal interview statement, and correspondence.
- b. Documents submitted by employer such as statement of position, correspondence, statements of witnesses, documentary evidence such as personnel files, records of earnings, employee benefit plans, seniority list, job titles and descriptions, applicant data, organizational charts, collective bargaining agreements, petition to revoke or modify subpoena.
- c. Records gathered and generated by EEOC in the course of its investigation and, in complaints filed under section 321 of the Government Employees Rights Act of 1991, during the hearing, such as letters of referral to state fair employment practices agencies, correspondence with state fair employment practices agencies, witness statements, investigator's notes, investigative plan, report of initial and exit interview, investigator's analyses of evidence and charge, subpoenas, decisions and letters of determination, conciliation agreements, correspondence and any additional evidence gathered during the course of the investigation.

**AUTHORITY FOR MAINTENANCE OF THE SYSTEM:**

5 U.S.C. 301; 29 U.S.C. 209, 211, 216, 217, 625; 44 U.S.C. 3101; 2 U.S.C. 1220.

**PURPOSE(S):**

This system is maintained for the purpose of enforcing the prohibitions against employment discrimination contained in the Age Discrimination in

Employment Act, the Equal Pay Act and section 321 of the Government Employees Rights Act of 1991.

**ROUTINE USES OF RECORDS MAINTAINED IN THE SYSTEM, INCLUDING CATEGORIES OF USERS AND THE PURPOSES OF SUCH USES:**

These records and information in these records may be used:

- a. To disclose pertinent information to a federal, state, or local agency or third party as may be appropriate or necessary to perform the Commission's functions under the Age Discrimination in Employment Act or Equal Pay Act.
- b. To disclose information contained in these records to state and local agencies administering state or local fair employment practices laws.
- c. To disclose non-confidential and non-privileged information from closed ADEA/EPA case files (a file is closed when the Commission has terminated its investigation and has decided not to sue) to the employer where a lawsuit has been filed against the employer involving that information, to other employees of the same employer who have been notified by the Commission of their right under 29 U.S.C. 216 to file a lawsuit on their own behalf, and their representatives.
- d. To provide information to a congressional office from the record of an individual in response to an inquiry from the congressional office made at the request of a party to the charge.
- e. To disclose pertinent information to the appropriate federal, state or local agency responsible for investigating, prosecuting, enforcing or implementing a statute, rule, regulation or order, where the EEOC becomes aware of an indication of a violation or potential violation of civil or criminal law or regulation.
- f. To disclose information to another federal agency, to a court, or to a party in litigation before a court or in an administrative proceeding being conducted by a federal agency when the government is a party to the judicial or administrative proceeding.
- g. To disclose information to officials of state or local bar associations or disciplinary boards or committees when they are investigating complaints against attorneys in connection with their representation of a party before EEOC.
- h. To disclose to a Federal agency in the executive, legislative, or judicial branch of government, in response to its request information in connection with the hiring of an employee, the issuance of a security clearance, the conducting of a security or suitability investigation of an individual, the classifying of jobs, or the lawful statutory, administrative,

or investigative purpose of the agency to the extent that the information is relevant and necessary to the requesting agency's decision.

**POLICIES AND PRACTICES FOR STORING, RETRIEVING, ACCESSING, RETAINING, AND DISPOSING OF RECORDS IN THE SYSTEM:**

**STORAGE:**

These records are maintained in file folders and in computer databases.

**RETRIEVABILITY:**

These records are retrievable by charging party name, employer name and charge number.

**SAFEGUARDS:**

Paper records are maintained in a secured area to which only authorized personnel have access. Access to and use of these records is limited to those persons whose official duties require such access. The premises are locked when authorized personnel are not on duty. Access to computerized records is limited, through use of access codes and entry logs, to those whose official duties require access.

**RETENTION AND DISPOSAL:**

Cases that are dismissed or closed for other than no cause are destroyed six months following the date of dismissal or closure. No cause files that are of value in the development of future class action or pattern and practice cases are retired to the Federal Records Center one year after the date of the last action and destroyed after three additional years. All other no cause files are destroyed one year after the date of the last action. Negotiated settlement files are destroyed one year after the calendar year in which the settlement agreement is signed or after all obligations under the agreement are satisfied, whichever occurs later. Where monetary benefits are realized in concurrent Age, Equal Pay, and Title VII cases, the file is destroyed three years after the date of the last action. Other files are retired to the Federal Records Center one year after the date of the last action, including action in the federal courts or the last compliance review (the final report submitted by the respondent after conciliation to indicate compliance) and destroyed after three additional years, except landmark cases. Landmark cases are transferred to the nearest Federal Records Center two years after final court action and offered to the National Archives ten years after final court action.

**SYSTEM MANAGER(S) AND ADDRESS:**

Director of the field office where the charge was filed (see Appendix A).

Director of the Office of Federal Operations, 1801 L Street, NW., Washington, DC 20507.

**SYSTEM EXEMPTED FROM CERTAIN PROVISIONS OF THE ACT:**

This system is exempt under 5 U.S.C. 552a(k)(2) from subsections (c)(3), (d), (e)(1), (e)(4)(G), (e)(4)(H), (e)(4)(I) and (f) of the Act.

**EEOC-2**

**SYSTEM NAME:**

Attorney Referral List.

**SYSTEM LOCATION:**

All District Offices (see Appendix A).

**CATEGORIES OF INDIVIDUALS COVERED BY THE SYSTEM:**

Attorneys who represent plaintiffs in employment discrimination litigation.

**CATEGORIES OF RECORDS IN THE SYSTEM:**

This system contains attorneys' names, business addresses and telephone numbers, the nature and amount of civil rights litigation experience, state and federal bar admission, whether the attorneys have the capacity and desire to handle class actions; whether the attorneys charge consultation fees (and how much); whether the attorneys will waive the consultation fee; the types of fee arrangements the attorneys will accept, and whether the attorneys speak a foreign language fluently.

**AUTHORITY FOR MAINTENANCE OF THE SYSTEM:**

42 U.S.C. 2000e-4(g); 44 U.S.C. 3101.

**PURPOSE(S):**

This system is maintained for the purpose of providing charging parties, upon their request, with information about local attorneys who represent plaintiffs in employment discrimination litigation.

**ROUTINE USES OF RECORDS MAINTAINED IN THE SYSTEM, INCLUDING CATEGORIES OF USERS AND THE PURPOSES OF SUCH USES:**

These records and information in these records may be used:

- a. To refer charging parties to attorneys who handle litigation of employment discrimination lawsuits.
- b. To provide information to a congressional office from the record of an individual in response to an inquiry from the congressional office made at the request of the individual.

**POLICIES AND PRACTICES FOR STORING, RETRIEVING, ACCESSING, RETAINING, AND DISPOSING OF RECORDS IN THE SYSTEM:**

**STORAGE:**

Stored on prepared forms, index cards and computer databases.

**RETRIEVABILITY:**

Indexed alphabetically by names of the attorneys.

**SAFEGUARDS:**

Access to this system of records is restricted to EEOC personnel who have a legitimate use for the information. This system is stored in filing cabinets. Access to computerized records is limited, through use of access codes and entry logs, to those whose official duties require access.

**RETENTION AND DISPOSAL:**

Files are reviewed and updated annually.

**SYSTEM MANAGER(S) AND ADDRESS:**

Regional Attorney at each District Office (see Appendix A).

**NOTIFICATION PROCEDURE:**

Inquiries concerning this system of records should be addressed to the appropriate system manager. It is necessary to furnish the following information: (1) Full name of the individual whose records are requested; (2) mailing address to which reply should be sent.

**RECORD ACCESS PROCEDURES:**

Same as above.

**CONTESTING RECORD PROCEDURES:**

Same as above.

**RECORD SOURCE CATEGORIES:**

The individual on whom the record is maintained.

**EEOC-3**

**SYSTEM NAME:**

Title VII and Americans With Disabilities Act Discrimination Case Files.

**SYSTEM LOCATION:**

Field Office where the charge of discrimination was filed (see Appendix A).

**CATEGORIES OF INDIVIDUALS COVERED BY THE SYSTEM:**

Persons, other than federal employees and applicants, who file charges alleging that an employer, employment agency, labor organization or joint labor-management apprenticeship committee has violated Title VII of the Civil Rights Act of 1964 or the Americans With Disabilities Act of 1990, or both.

**CATEGORIES OF RECORDS IN THE SYSTEM:**

This system contains records compiled during the investigation of race, color, religion, sex, and national origin discrimination cases and cases of discrimination against individuals with disabilities. These records include:

a. Documents submitted by charging party, such as charge of discrimination, personal interview statement, medical records and correspondence.

b. Documents submitted by employer such as statement of position, correspondence, statements of witnesses, documentary evidence such as personnel files, records of earnings, EEO data, employee benefit plans, seniority list, job titles and descriptions, applicant data, organizational charts, collective bargaining agreements, petition to revoke or modify subpoena.

c. Records gathered and generated by EEOC in the course of its investigation such as letters to state or local fair employment practice agencies, correspondence with state fair employment practice agencies, witness statements, investigator's notes, investigative plan, investigator's analyses of the evidence and charge, report of initial and exit interviews, copy of deferral to state, subpoenas, decisions and letters of determination, analysis of deferral agency action, conciliation agreements, correspondence and any additional evidence gathered during the course of the investigation.

**AUTHORITY FOR MAINTENANCE OF THE SYSTEM:**

5 U.S.C. 301; 42 U.S.C. 2000e-5, -8 and -9; 42 U.S.C. 12117; 44 U.S.C. 3101.

**PURPOSE(S):**

This system is maintained for the purpose of enforcing the prohibitions against employment discrimination contained in Title VII of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990.

**ROUTINE USES OF RECORDS MAINTAINED IN THE SYSTEM, INCLUDING CATEGORIES OF USERS AND THE PURPOSES OF SUCH USES:**

These records and information in these records may be used:

- a. To disclose pertinent information to a federal, state, or local agency or third party as may be appropriate or necessary to perform the Commission's functions under Title VII of the Civil Rights Act of 1964 and the Americans With Disabilities Act of 1990.
- b. To disclose information contained in these records to state and local agencies administering state or local fair employment practices laws.
- c. To disclose non-confidential or non-privileged information contained in these records to the following persons after a notice of right to sue has been issued:
  1. Aggrieved persons and their attorneys in case files involving Commissioner Charges provided that such persons have been notified of their status as aggrieved persons;

2. Persons or organizations filing on behalf of an aggrieved person provided that the aggrieved person has given written authorization to the person who filed on his or her behalf to act as the aggrieved person's agent for this purpose, and their attorneys;

3. Employers and their attorneys, provided that the charging party or aggrieved person has filed suit under Title VII or the Americans With Disabilities Act, or both.

d. To provide information to a congressional office from the record of an individual in response to an inquiry from the congressional office made at the request of a party to the charge.

e. To disclose pertinent information to the appropriate federal, state or local agencies responsible for investigating, prosecuting, enforcing or implementing a statute, rule, regulation or order, where EEOC becomes aware of an indication of a violation or potential violation of civil or criminal law or regulation.

f. To disclose information to another federal agency, to a court, or to a party in litigation before a court or in an administrative proceeding being conducted by a federal agency when the government is a party to the judicial or administrative proceeding.

g. To disclose information to officials of disciplinary boards or committees under the control of a state or local government when they are investigating complaints against attorneys in connection with their representation of a party before EEOC.

h. To disclose to a Federal agency in the executive, legislative, or judicial branch of government, in response to its request information in connection with the hiring of an employee, the issuance of a security clearance, the conducting of a security or suitability investigation of an individual, the classifying of jobs, or the lawful statutory, administrative, or investigative purpose of the agency to the extent that the information is relevant and necessary to the requesting agency's decision.

**POLICIES AND PRACTICES FOR STORING, RETRIEVING, ACCESSING, RETAINING, AND DISPOSING OF RECORDS IN THE SYSTEM:**

**STORAGE:**

These records are maintained in file folders and in computer databases.

**RETRIEVABILITY:**

These records are retrievable by charging party name, employer name and charge number.

**SAFEGUARDS:**

Paper records are maintained in a secured area to which only authorized

personnel have access. Access to and use of these records is limited to those persons whose official duties require such access. The premises are locked when authorized personnel are not on duty. Access to computerized records is limited, through use of access codes and entry logs, to those whose official duties require access.

**RETENTION AND DISPOSAL:**

Cases that are dismissed or closed for other than no cause are destroyed six months following the date of dismissal or closure. No cause files that are of value in the development of future class action or pattern and practice cases are retired to the Federal Records Center one year after the date of the last action and destroyed after three additional years. All other no cause files are destroyed one year after the date of the last action. Negotiated settlement files are destroyed one year after the calendar year in which the settlement agreement is signed or after all obligations under the agreement are satisfied, whichever occurs later. Where monetary benefits are realized in concurrent Age, Equal Pay, Title VII and Americans With Disabilities Act cases, the file is destroyed three years after the date of the last action. Other files are retired to the Federal Records Center one year after the date of the last action, including action in the federal courts or the last compliance review (the final report submitted by the respondent after conciliation to indicate compliance) and destroyed after three additional years, except landmark cases. Landmark cases are transferred to the nearest Federal Records Center two years after final court action and offered to the National Archives ten years after final court action.

**SYSTEM MANAGER(S) AND ADDRESS:**

Director of the field office where the charge was filed.

**SYSTEMS EXEMPTED FROM CERTAIN PROVISIONS OF THE ACT:**

This system is exempt under 5 U.S.C. 552a(k)(2) from subsections (c)(3), (d), (e)(1), (e)(4)(G), (e)(4)(H), (e)(4)(I), and (f) of the Act.

**EEOC-4**

**SYSTEM NAME:**

Biographical Files.

**SYSTEM LOCATION:**

Office of Communications and Legislative Affairs, Equal Employment Opportunity Commission, 1801 L Street, NW., Washington, DC 20507.

**CATEGORIES OF INDIVIDUALS COVERED BY THE SYSTEM:**

Current and former Commissioners, General Counsels and Commission officials.

**CATEGORIES OF RECORDS IN THE SYSTEM:**

Includes for each the name, date and place of birth, education, employment history, and other biographical information.

**AUTHORITY FOR MAINTENANCE OF THE SYSTEM:**

44 U.S.C. 3101, 42 U.S.C. 2000e-2.

**PURPOSE(S):**

This system is maintained for the purpose of providing information about EEOC officials to members of the Congress and the public.

**ROUTINE USES OF RECORDS MAINTAINED IN THE SYSTEM, INCLUDING CATEGORIES OF USERS AND THE PURPOSES OF SUCH USES:**

These records and information in these records may be used

a. To answer public and congressional inquiries regarding EEOC Commissioners, General Counsels and Commission officials.

**POLICIES AND PRACTICES FOR STORING, RETRIEVING, ACCESSING, RETAINING AND DISPOSING OF RECORDS IN THE SYSTEM:**

**STORAGE:**

Stored in locking metal file cabinets available to office employees and on computer databases.

**RETRIEVABILITY:**

Indexed by last name of the Commissioner, General Counsel or Commission official.

**SAFEGUARDS:**

Files are kept in the Office of Communications and Legislative Affairs, which is locked evenings, weekends and holidays. Access to computerized records is limited, through use of access codes and entry logs, to those whose official duties require access.

**RETENTION AND DISPOSAL:**

Maintained permanently.

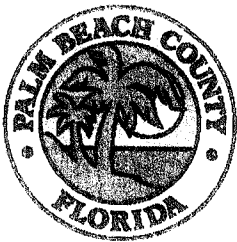
**SYSTEM MANAGER(S) AND ADDRESS:**

Director, Office of Communications and Legislative Affairs, Equal Employment Opportunity Commission, 1801 L Street, NW., Washington, DC 20507.

**NOTIFICATION PROCEDURES:**

Inquiries concerning this system of records should be addressed to the system manager. All inquiries should furnish the full name of the individual and the mailing address to which the reply should be mailed.





May 28, 2009

Office of Equal Opportunity  
215 N. Olive Avenue, Suite 130  
West Palm Beach, FL 33401  
(561) 555-4884  
Fax: (561) 355-4932  
www.pbcgov.com/equalopportunity

*Handwritten signature*

Mr. Anthony R. Price, Contracting Officer VIA Facsimile to: (202) 663-4178  
Acquisition Services Division  
U. S. Equal Employment Opportunity Commission  
131 "M" Street, N.E. - 4<sup>th</sup> Floor  
Washington, D. C. 20507

RE: FY 2008-2009 FEPA Contract (Contract No. EECCN090037)  
Palm Beach County Office of Equal Opportunity

Dear Mr. Price:

This correspondence is to acknowledge receipt of the FY 2008-2009 FEPA Contract No. EECCN090037 and Standard Form (SF) 26. 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 July 7, 2009 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.org](mailto:hlamb@pbcgov.org).

Sincerely,

*Handwritten signature of Harry L. Lamb, Jr.*  
Harry L. Lamb, Jr., Director

cc: EEOC, Miami District Office

Palm Beach County  
Board of County  
Commissioners

Jeff Koons, Chairman

Burt Aaronson, Vice Chairman

Karen T. Marcus

Shelley Vana

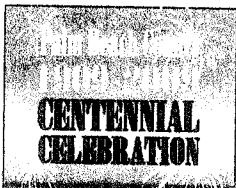
Steven L. Abrams

Jess R. Santamaria

District 7

County Administrator

Robert Weisman



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