Agenda Item #: 3CC-2

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

MEETING DATE: 7/14/2020		[X] Consent	[] Regular		
		[] Ordinance	[] Public Hearing		
Department:	Equal Opportunity				
Submitted By:	Equal Opportunity				

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) Approve an Amendment of Solicitation/Modification of Contract (Contract No. 45310018C0053P00002) with the U. S. Equal Employment Opportunity Commission (EEOC) in the total amount of \$77,000 as payment for processing and resolving employment discrimination complaints;

- **B) Approve** a net upward Budget Amendment of \$3,000 in the General Fund to adjust the budget to the actual contract; and
- C) Receive and File the FY 2020 Worksharing Agreement with the U.S. Equal Employment Opportunity Commission (EEOC).

Summary: Execution of the documents are required so that the Office of Equal Opportunity (OEO) can receive payment for processing and resolving complaints of employment discrimination pursuant to the Worksharing Agreement with the EEOC. Contract No. 45310018C0053P00002 is for FY 2019 – 2020 and is in the amount of \$77,000 (\$71,200 for charge processing; \$3,200 for intake services; \$1,600 for attendance at EEOC sponsored annual training and \$1,000 for Fair Employment Practices Agencies engagement funding). The Worksharing Agreement is designed to provide individuals with an efficient procedure for obtaining redress for their grievances under Palm Beach County's Equal Employment Ordinance and Federal laws. The Worksharing Agreement is a prerequisite to the receipt of a Charge Resolution Contract with the EEOC. On November 26, 1996, the Board of County Commissioners approved staff's recommendation that future Worksharing Agreements be executed by the County Administrator, or designee, because of the recurring time constraints involved in this process. Pursuant to Countywide PPM-CW-O-051, the attached document is now being submitted to the BCC to receive and file. No County funds are required. Countywide (DO)

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 and payment for travel expenses to attend EEOC training to facilitate the successful completion of the contracts. The Worksharing Agreement is a prerequisite to the receipt of a contract with EEOC.

Contract No. 45310018C0053P00002, is retroactive to October 1, 2019. EEOC distributed the FY 2019 – 2020 contracts to state and local agencies via letter dated June 8, 2020. 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 Amendment of Solicitation/Modification of Contract (45310018C0053P00002)
- 3. OEO Letter to EEOC re: Extension of Submission Deadline
- 4. Budget Amendment
- 5. FY 2020 Worksharing Agreement

Recommended by:		17/ nre 2020	
	Department Director	Date	_
Approved by:	Doors M. Mil	6/26/2000 -	
	Assistant County Administrator	Daté	

II. FISCAL IMPACT ANALYSIS

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

Attachment 1

Kenette Penny-Baker

From:

Kenette Penny-Baker

Sent:

Tuesday, June 9, 2020 2:28 PM

To:

Kenette Penny-Baker

Subject:

FW: 45310018C0053-Palm Beach-FEPA Modification

Attachments:

Final-1-45310018C0053-P00002.pdf

From: TIA HASLETT < TIA. HASLETT@EEOC.GOV >

Sent: Monday, June 8, 2020 9:01 AM

To: Pamela Guerrier < PGuerrie@pbcgov.org>

Cc: JAMES YAO < JAMES. YAO @ EEOC. GOV >; TONYA DAVIS < TONYA. DAVIS @ EEOC. GOV >; INA DEPAZ

<<u>INA.DEPAZ@EEOC.GOV</u>>

Subject: 45310018C0053-Palm Beach-FEPA Modification

****** Note: This email was sent from a source external to Palm Beach County. Links or attachments should not be accessed unless expected from a trusted source. *****

Good Morning,

The attached file contains a copy of the above subject FEPA Contract Modification. It is submitted for your review and signature.

In order to expedite the full execution of the above-mentioned contract, it is requested that you return a signed copy to me the Contracting Officer for final execution.

Please, reply via e-mail to my attention to confirm receipt of this message and the attachment at your earliest convenience.

Reference:

EEOC Contract No.: 45310018C0053

Modification No.: P00002

Description: State and Local Fair Employment Practices Agencies (FEPAs)

EEOC Requisition: FP200113

Current Obligation Amount: \$77,000.00 - Option Year 2

Respectfully,

Ms. Tia Haslett
Supervisory Contracting Officer
Acquisition Services Division (ASD)
U.S. Equal Employment Opportunity Commission
131 M St., N.E.
Washington, DC 20507
(202) 663-4247 (office)
(202) 674-6684 (mobile)

Attachment 2

. AMENDMENT/MODIFICATION NO.	/MODIFICATION OF C	CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
	3. EFFECTIVE DATE	. 4. REQUISITION/PURCHAS	E REQ. NO.	5. PROJECT NO. (If applicble)
45310018C0053P00002	10/01/2019	See Schedule		
. ISSUED BY COD	DE 453100	7. ADMINISTERED BY (I	f other than Item 6)	CODE EE450
EEOC OCFO ASD		EEOC Office of	Field Programs -	State and Local
131 M Street, N.E., 4th Floor Washington, DC, 20507		131 M Street, N Washington, DC, 2		
145.11.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1		washington, be, z	0307	
NAME AND ADDRESS OF CONTRACTOR (No., street	t, county, State and ZIP Code)		(X) 9A. AMENDMENT	OF SOLICIATION NO.
COUNTY OF, PALM BEACH				
301 N OLIVE AVE FRNT WEST PALM BEACH,FL,334014705			00.04750 -/655	- 1777.1.1.1.1
, , , , , ,			98. DATED (SEE	:11EIVI 11)
			10A. MODIFICATI	ON OF CONTRACT/ORDER NO.
			45310018C0	
			10B. DATED (S.	EE ITEM 13)
			07/03/2018	
ODE LOC078470481	FACILITY CODE			
11. THIS I	TEM ONLY APPLIES TO AN	NENDMENTS OF SOLICI	IATIONS	
The above numbered solicitation is amended as set fo	orth in Item 14. The hour and date :	specified for receipt of Offers	ls ext	tended, is not extended.
— iffers must acknowledge receipt of this amendment prior	to the hour and date specified in th	ne solicitation or as amended, by	one of the following met	hods:
a)By completing items 8 and 15, and returning	·	b) By acknowledging receipt of		- ·
r (c) By separate letter or telegram which includes a refere ESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE H	OUR AND DATE SPECIFIED MAY RE	SULT IN REJECTION OF YOUR O	FFER. If by virtue of this an	
ready submitted, such change may be made by telegram mendment, and is received prior to the opening hour and	or letter, provided each telegram of date specified.	or letter makes reference to the	solicitation and this	,

· ·	quired)			
See Schedule	ONLY APPLIES TO MODII	ICATION OF CONTRAC	TE/ODDEDC	
	ES THE CONTRACT/ORDE			
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURSU	IANT TO: (Specify authorit	y) THE CHANGES SET FORTH II	NITEM 14 ARE MADE IN TH	HE CONTRACT ORDER
NO. IN ITEM 10A.		•		
B. THE ABOVE NUMBERED CONTRACT appropriation date, etc.) SET FORT			(such as cha	anges in paying office,
C. THIS SUPPLEMENTAL AGREEMENT IS				
D. OTHER (Specify type of modification	and authority)			
52.217-9-Option to ext	tend the term of the o	contract.		
.IMPORTANT: Contractor is not,	is required to sign thi	s document and return	1	opies to the issuing office.
4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings,			
* DESCRIPTION OF AMIENDINIENT/MODIFICATION (Organizea by OCF section neadings,	including solicitation/contract su	oject matter where reasione	2.)
MODIFICATION CONTROL NUMBER: 45310018	C0053P00002			•
SUMMARY OF CHANGES: EXERCISE OPTION	YEAR 2			
		mier Hormion do sum	and mun many on	mun compromi
THE GOVERNMENT	TION I, 52.217-9 ENTI HEREBY EXERCISES OPTI	ON YEAR 2 TO EXTEND	CONTRACT PERFOR	MANCE FOR A
	E (12) MONTHS COMMENC NO. 1 FOR DETAILS).	ING ON OCTOBER 1, 20	019 THROUGH SEPT	EMBER 30, 2020
·	·			
	document referenced in Itom CA or	104 as heretofore changed	mains unchanged and in 6	ill force and effect
yeant as provided herein all terms and conditions of the	aocament referenced in item 9A Of	16A. NAME AND TITLE OF CO		(Type or print)
				+ · · · ·
		Haslett, Tia S		
except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or print)		Haslett, Tia S Contracting Office	per	
	15C. DATE SIGNED			16C. DATE SIGNED
5A. NAME AND TITLE OF SIGNER (Type or print) 5B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	Contracting Office 16B. UNITED STATES OF AMI	ERICA	16C. DATE SIGNED
5A. NAME AND TITLE OF SIGNER (Type or print) 5B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		Contracting Office 16B. UNITED STATES OF AMI (Signature)	ERICA re of Contracting Officer)	16C, DATE SIGNED
5A. NAME AND TITLE OF SIGNER (Type or print) 5B. CONTRACTOR/OFFEROR		Contracting Office 16B. UNITED STATES OF AMI	re of Contracting Officer) noy STAI	NDARD FORM 30 (REV. 10-83 ibed by GSA FAR (48 CFR) 53.243

Modification Changes

Effective as of the date of this Modification No. 45310018C0053-P00002 is revised as follows:

1. Line Item Number(s):

Line Number: 0011

Item Description: OPTION YEAR 2 - Title VII, ADEA, ADA, AND GINA CHARGE

RESOLUTIONS:

Extended Description: The Extended Description Processing and Resolving Title VII, ADEA, ADA and GINA Charges. Each Charge must have been filed since October 1, 2015, (or since October 1, 2014, 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. Period of Performance: 10/01/2019 - 09/30/2020

Unit of Measure and Quantity: 89 each

Unit Price: \$800.00

Contract Type: Firm Fixed Price

Charge Account:

2020|0100B2020D|10SLPPS|FPSLP|NA|251010|999996|9999|SLCR|NA|NA|NA

Funded Value: \$71,200.00

Line Number: 0012

Item Description: OPTION YEAR 2 - Title VII, ADEA, ADA, AND GINA **INTAKE SERVICES** Extended Description: Provide Intake Services for charges, with affidavits, filed during the period October 1, 2019 to September 30, 2020, at a price of \$80 per charge. Period of

Performance: 10/01/2019 - 09/30/2020 Unit of Measure and Quantity: 40 each

Unit Price: \$80.00 Charge Account:

2020|0100B2020D|10SLPPS|FPSLP|NA|251010|999996|9999|SLINTK|NA|NA|NA

Funded Value: \$3,200.00

Line Number: 0013

Item Description: OPTION YEAR 2 - FY 2020 EEOC/FEPA TRAINING:

Extended Description: Training to facilitate successful completion of contract, which must

include attendance at EEOC

- Sponsored Annual Conference. Period of Performance: 10/01/2019 - 09/30/2020

Unit of Measure and Quantity: 1 ea

Unit Price: **\$1,600.00** Charge Account:

2020|0100B2020D|10SLPPS|FPSLP|NA|251010|999996|9999|SLTRNG|NA|NA|NA

Funded Value: \$1,600.00

Line Number: 0014

Item Description: OPTION YEAR 2 - FY 2020 FEPA **ENGAGEMENT FUNDING**: Extended Description: Submission of an acceptable written proposal detailing a joint

EEOC/FEPA enforcement, outreach, or training activity in support of a Strategic Enforcement Plan or District Complement plan prior to 09/30/2020. Period of Performance: **10/01/2019** -

09/30/2020

Unit of Measure and Quantity: 1 LT

Unit Price: **\$1,000.00** Charge Account:

2020|0100B2020D|10SLPPS|FPSLP|NA|251010|999996|9999|SLJOUT|NA|NA|NA

Funded Value: **\$1,000.00**

Reference Requisition No.: FP200113

2. As a result of this modification, the grand total for the contract is increased by **\$77,000.00** from \$152,160.00 to **\$229,160.00**

In addition, listed below are the revised Sections of the contract:

Section C - DESCRIPTIONS AND SPECIFICATIONS

Section II, Paragraph B of the Statement of Work – The last sentence is revised to read as follows:

From: Upon execution, the Worksharing Agreement dated 11/14/2018, is incorporated by reference into this contract.

To: Upon execution, the Worksharing Agreement dated **10/28/2019**, is incorporated by reference into this contract.

Section II, Paragraph E of the Statement of Work is revised to read as follows:

From: 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 **2019** are incorporated in their entirety into this contract.

To: 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 **2020** are incorporated in their entirety into this contract.

Section III, Paragraph B of the Statement of Work is revised to read as follows:

From: All charges submitted for credit under this contract shall be completed by the Contractor between **October 1**, **2018 and September 30**, **2019** as follows:

To: All charges submitted for credit under this contract shall be completed by the Contractor between **October 1**, **2019 and September 30**, **2020** as follows:

Section D – PACKAGING AND MARKING

Section D is revised to incorporate the language, "Charge/case file material and reports to be furnished to the designated field office may be through the regular U.S. mail and should be adequately packaged to assure safe delivery to the designated office or via electronic

Section F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

Paragraph F.1 A is revised to read as follows:

From: A. The period of performance under this contract shall be from **October 1, 2018 through September 30, 2019**, with two one-year options to extend the term of the contract. (See Section I, 52.217-9 "Option to Extend the Term of the Contract").

To: A. The period of performance under this contract shall be from **October 1, 2019 through September 30, 2020.**

F.2 TIME OF DELIVERY/DELIVERABLES

F.2.A.1 – The last sentence is revised to read as follows:

From: 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 2019** Contracting Principles.

To: 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 2020** Contracting Principles.

Paragraph F.2.A 2 is revised to read as follows:

From: Enter basic charge data into the IMS or successor system within five business days of the Contractor's receipt of each charge as set forth in Section III.B.5.a of the **FY 2019** Contracting Principles in order to be eligible to receive contract credit.

To: Enter basic charge data into the IMS or successor system within five business days of the Contractor's receipt of each charge as set forth in Section III.B.5.a of the **FY 2020** Contracting Principles in order to be eligible to receive contract credit.

Paragraph F.2.A.3 is revised to read as follows:

From: Provide EEOC with a list of final actions within a time frame agreed upon by the COR and the Contractor, but usually no later than 30 calendar days after the resolution of each charge to meet the requirement of Section III. B.2 of the **FY 2019** Contracting Principles. The Contractor must ensure the timely and accurate entry of data into the IMS or successor system. The COR will generate charge data lists and reports through the IMS or successor system to verify that this requirement is being met throughout the term of this contract.

To: Provide EEOC with a list of final actions within a time frame agreed upon by the COR and the Contractor, but usually no later than 30 calendar days after the resolution of each charge to meet the requirement of Section III. B.2 of the **FY 2020** Contracting Principles. The Contractor

must ensure the timely and accurate entry of data into the IMS or successor system. The COR will generate charge data lists and reports through the IMS or successor system to verify that this requirement is being met throughout the term of this contract.

Paragraph F.2.B.4 is revised to read as follows:

From: 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 2019** contract must be received by the EEOC prior to September 30, **2019**.

To: 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 2020** contract must be received by the EEOC prior to September 30, **2020**.

Paragraph F.2.C is incorporated as follows:

C. Proposal for FY 2020 FEPA Engagement

From: The Contractor must submit to the Contracting Officer Representative prior to **September 30, 2019**, a written proposal detailing a joint enforcement, joint outreach or joint training activity with the EEOC District Office which (1) identifies and supports a specific priority contained in either EEOC's Strategic Enforcement Plan or the District Office's Complement Plan, (2) contains sufficient details and a certification that the FEPA is willing and able to perform the actions it proposes to perform, and (3) which the EEOC finds to be feasible and acceptable.

To: The Contractor must submit to the Contracting Officer Representative prior to **September 30, 2020**, a written proposal detailing a joint enforcement, joint outreach or joint training activity with the EEOC District Office which (1) identifies and supports a specific priority contained in either EEOC's Strategic Enforcement Plan or the District Office's Complement Plan, (2) contains sufficient details and a certification that the FEPA is willing and able to perform the actions it proposed to perform, and (3) which the EEOC finds to be feasible and acceptable.

Section G - CONTRACT ADMINISTRATION DATA

G.5 PAYMENT SCHEDULE

Paragraph G.5 is revised to read as follows:

From: 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. No payment will be made until the contract and subsequent modifications, if any, are returned, properly executed, to the Equal Employment Opportunity Commission, Acquisition Services Division, 131 M Street, N.E., 4th Floor, Washington, D.C. 20507.

To: Upon contract execution, an advance payment invoice not to exceed fifty (50) percent of the number of charge resolutions stated in the contract, **must 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. No payment will be made until the contract and subsequent modifications, if any, are returned, properly executed, to the Equal Employment Opportunity Commission, Acquisition Services Division, 131 M Street, N.E., 4th Floor, Washington, D.C. 20507 or by email to Contracting Officer Tia Haslett, Tia.Haslett@eeoc.gov.

Section H - SPECIALCONTRACT REQUIREMENTS

Paragraph H.1 incorporate changes as follows:

H.1 TITLE VII, ADA AND GINA CONFIDENTIALITY PROVISIONS

FROM:

- A. The Contractor agrees to abide by the confidentiality provisions of Title VII, ADA and the GINA 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, ADA and/or GINA charge filed by a particular charging party against a particular respondent, unless a Title VII, ADA and/or GINA lawsuit has been instituted,
 - 2. Information obtained by the EEOC pursuant to its investigation authority (Section 709(a)), unless a Title VII, ADA and/or GINA 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, ADA and/or GINA lawsuit has been instituted.
 - 4. Pursuant to Paragraph 4(b) of the EEOC Memorandum of Understanding with the Office of Federal Contract Compliance Programs (OFCCP), information compiled by OFCCP and provided to the EEOC may be provided to an FEP Agency (i.e. the Contractor) upon its request. It is further understood and agreed that the Contractor will not disclose to the public any such information without first requesting and obtaining the express written approval of the Director of OFCCP.
 - B. EEOC-furnished EEO Reports may be made public by the Contractor during a hearing conducted by the Contractor that involves the above information.

TO:

- A. The Contractor agrees to abide by the confidentiality provisions of Title VII, ADA and the GINA 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, ADA and/or GINA charge filed by a particular charging party against a particular respondent, unless a Title VII, ADA and/or GINA lawsuit based on that charge has been instituted,

- 2. Information obtained by the EEOC pursuant to its investigation authority (Section 709(a)), unless a Title VII, ADA and/or GINA lawsuit based on a charge 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.
- 4. Pursuant to Paragraph 4(b) of the EEOC Memorandum of Understanding with the Office of Federal Contract Compliance Programs (OFCCP), information compiled by OFCCP and provided to the EEOC may be provided to an FEP Agency (i.e. the Contractor) upon its request. It is further understood and agreed that the Contractor will not disclose to the public any such information without first requesting and obtaining the express written approval of the Director of OFCCP.

Paragraph H.10 is incorporated as follows:

H.10 FEPA ENGAGEMENT FUNDING

From: To be eligible to invoice for the funding, in the amount of \$1,000, the Contractor must submit to the Contracting Officer Representative prior to **September 30**, **2019**, a written proposal detailing a joint enforcement, joint outreach or joint training activity with the EEOC District Office which (1) identifies and supports a specific priority contained in either EEOC's Strategic Enforcement Plan or the District Office's Complement Plan, (2) contains sufficient details and a certification that the FEPA is willing and able to perform the actions it proposes to perform, and (3) which the EEOC finds to be feasible and acceptable.

To: To be eligible to invoice for the funding, in the amount of \$1,000, the Contractor must submit to the Contracting Officer Representative prior to **September 30**, **2020**, a written proposal detailing a joint enforcement, joint outreach or joint training activity with the EEOC District Office which (1) identifies and supports a specific priority contained in either EEOC's Strategic Enforcement Plan or the District Office's Complement Plan, (2) contains sufficient details and a certification that the FEPA is willing and able to perform the actions it proposes to perform, and (3) which the EEOC finds to be feasible and acceptable.

Section I – CONTRACT CLAUSES

Section I is revised as follows:

Clause Number	Clause Title				
52.204-13	System for Award Management Maintenance. (OCT 2018)				
52.222-50	Combating Trafficking in Persons. (JAN 2019)				
52.232-33	Payment by Electronic Funds TransferSystem for Award Management. (OCT 2018)				
52.244-6	Subcontracts for Commercial Items. (JAN 2019)				

Section J – LIST OF ATTACHMENTS

Section J is revised to incorporate Attachment D as follows:

Attachment D - Worksharing Agreement for FY 2020-1 Page

3. Except as stated above, all other terms and conditions remain unchanged.

Section G - Contract Administration Data

Distributions Added:

Distribution 1 Schedule 1 is added to the line item 0015.

Distribution 1 Schedule 1 is added to the line item 0016. Distribution 1 Schedule 1 is added to the line item 0017.

Distribution 1 Schedule 1 is added to the line item 0018.

AMENDMENT OF SOLICITATION/MO	ODIFICATION OF C	ONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 8
AMENDMENT/MODIFICATION NO. 5310018C0053P00002	3. EFFECTIVE DATE 10/01/2019	4.REQUISITION/PURCH See Schedule	HASE REQ. NO.	5. PROJECT NO. (If applicble)
ISSUED BY CODE	453100	7. ADMINISTERED BY	(If other than Item 6)	CODE EE450
EEOC OCFO ASD .31 M Street, N.E., 4th Floor Jashington, DC, 20507			f Field Programs - N.E., 5th Floor ,20507	State and Local
NAME AND ADDRESS OF CONTRACTOR (No., street, cour	nty, State and ZIP Code)		(X) 9A. AMENDMENT	OF SOLICIATION NO.
COUNTY OF, PALM BEACH				
01 N OLIVE AVE FRNT EST PALM BEACH,FL,334014705			9B. DATED (SEE	ITEM (1)
			96. DATED (SEE	ITEM II)
			1 1	ON OF CONTRACT/ORDER NO.
			45310018C0 10B. DATED (S	
			07/03/2018	EE II EW 13)
DE LOC078470481 FA	ACILITY CODE		-	
11. THIS ITEM	ONLY APPLIES TO AM	MENDMENTS OF SOLI	CITATIONS	
The above numbered solicitation is amended as set forth in	I Item 14. The hour and date o	specified for receipt of Offers	is ext	ended, is not extended.
By completing items 8 and 15, and returning (c) By separate letter or telegram which includes a reference t	o the solicitation and amendn	ment numbers. FAILURE OF \		DE RECEIVED AT THE PLACE
ESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR ready submitted, such change may be made by telegram or lei nendment, and is received prior to the opening hour and date				nendment your desire to change an off
endment, and is received prior to the opening hour and date	specified.			
. ACCOUNTING AND APPROPIRATION DATA (If required,)			
See Schedule				
	LY APPLIES TO MODIF HE CONTRACT/ORDEF			
CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURSUANT	TO: (Specify authorit)	y) THE CHANGES SET FORT	H IN ITEM 14 ARE MADE IN TH	IE CONTRACT ORDER
NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORD	ED IS MODIFIED TO BEEL FOT T	FUE A DAMINISTRATIVE CLIANIC	TC (such as abo	
B. THE ABOVE NUMBERED CONTRACT/ORD appropriation date, etc.) SET FORTH IN I			•	inges in paying office,
C. THIS SUPPLEMENTAL AGREEMENT IS ENTE	ERED INTO PURSUANT TO AUT	THORITY OF:		
D. OTHER (Consideration of a different conduction)	- d- i- i			
D. OTHER (Specify type of modification and a 52.217-9-Option to extend	•	contract.		
IMPORTANT: Contractor is not,	is required to sign thi	is document and retur	n <u>1</u> co	ppies to the issuing office.
DESCRIPTION OF AMENDMENT/MODIFICATION (Organ	nized by UCF section headings,	including solicitation/contrac	t subject matter where feasible	J
ODIFICATION CONTROL NUMBER: 45310018C00.	53D00002			
JMMARY OF CHANGES: EXERCISE OPTION YEAR				
PURSUANT TO SECTION THE GOVERNMENT HERI PERIOD OF TWELVE (I (SEE ATTACHMENT NO.	EBY EXERCISES OPTIC 12) MONTHS COMMENC	ON YEAR 2 TO EXTEN	ID CONTRACT PERFOR	MANCE FOR A
cept as provided herein, all terms and conditions of the docur	ment referenced in Item 94 or	r 104 as heretofore changed	remains unchanged and in 6	ill force and effect
A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF		(Type or print)
		Haslett, Tia S		
P. CONTRACTOR (OFFERDOR	1156 D. T. S.	Contracting Off		
B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF A	AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Siand	ature of Contracting Officer)	
			•	

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

Modification Changes

Effective as of the date of this Modification No. 45310018C0053-P00002 is revised as follows:

1. Line Item Number(s):

Line Number: 0011

Item Description: OPTION YEAR 2 - Title VII, ADEA, ADA, AND GINA CHARGE

RESOLUTIONS:

Extended Description: The Extended Description Processing and Resolving Title VII, ADEA, ADA and GINA Charges. Each Charge must have been filed since October 1, 2015, (or since October 1, 2014, 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. Period of Performance: 10/01/2019 - 09/30/2020

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Unit Price: \$800.00

Contract Type: Firm Fixed Price

Charge Account:

2020|0100B2020D|10SLPPS|FPSLP|NA|251010|999996|9999|SLCR|NA|NA|NA

Funded Value: \$71,200.00

Line Number: 0012

Item Description: OPTION YEAR 2 - Title VII, ADEA, ADA, AND GINA **INTAKE SERVICES** Extended Description: Provide Intake Services for charges, with affidavits, filed during the period October 1, 2019 to September 30, 2020, at a price of \$80 per charge. Period of

Performance: 10/01/2019 - 09/30/2020 Unit of Measure and Quantity: 40 each

Unit Price: \$80.00 Charge Account:

2020|0100B2020D|10SLPPS|FPSLP|NA|251010|999996|9999|SLINTK|NA|NA|NA

Funded Value: \$3,200.00

Line Number: 0013

Item Description: OPTION YEAR 2 - FY 2020 EEOC/FEPA **TRAINING**:

Extended Description: Training to facilitate successful completion of contract, which must

include attendance at EEOC

- Sponsored Annual Conference. Period of Performance: 10/01/2019 - 09/30/2020

Unit of Measure and Quantity: 1 ea

Unit Price: **\$1,600.00** Charge Account:

2020|0100B2020D|10SLPPS|FPSLP|NA|251010|999996|9999|SLTRNG|NA|NA|NA

Funded Value: \$1,600.00

Line Number: 0014

Item Description: OPTION YEAR 2 - FY 2020 FEPA **ENGAGEMENT FUNDING**:

Extended Description: Submission of an acceptable written proposal detailing a joint

EEOC/FEPA enforcement, outreach, or training activity in support of a Strategic Enforcement Plan or District Complement plan prior to 09/30/2020. Period of Performance: **10/01/2019** -

09/30/2020

Unit of Measure and Quantity: 1 LT

Unit Price: \$1,000.00 Charge Account:

2020|0100B2020D|10SLPPS|FPSLP|NA|251010|999996|9999|SLJOUT|NA|NA|NA

Funded Value: **\$1,000.00**

Reference Requisition No.: FP200113

2. As a result of this modification, the grand total for the contract is increased by \$77,000.00 from \$152,160.00 to \$229,160.00

In addition, listed below are the revised Sections of the contract:

Section C - DESCRIPTIONS AND SPECIFICATIONS

Section II, Paragraph B of the Statement of Work – The last sentence is revised to read as follows:

From: Upon execution, the Worksharing Agreement dated **11/14/2018**, is incorporated by reference into this contract.

To: Upon execution, the Worksharing Agreement dated **10/28/2019**, is incorporated by reference into this contract.

Section II, Paragraph E of the Statement of Work is revised to read as follows:

From: 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 **2019** are incorporated in their entirety into this contract.

To: 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 **2020** are incorporated in their entirety into this contract.

Section III, Paragraph B of the Statement of Work is revised to read as follows:

From: All charges submitted for credit under this contract shall be completed by the Contractor between **October 1, 2018 and September 30, 2019** as follows:

To: All charges submitted for credit under this contract shall be completed by the Contractor between **October 1**, **2019 and September 30**, **2020** as follows:

Section D - PACKAGING AND MARKING

Section D is revised to incorporate the language, "Charge/case file material and reports to be furnished to the designated field office may be through the regular U.S. mail and should be adequately packaged to assure safe delivery to the designated office or via electronic

Section F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

Paragraph F.1 A is revised to read as follows:

From: A. The period of performance under this contract shall be from **October 1, 2018 through September 30, 2019**, with two one-year options to extend the term of the contract. (See Section I, 52.217-9 "Option to Extend the Term of the Contract").

To: A. The period of performance under this contract shall be from **October 1, 2019 through September 30, 2020.**

F.2 TIME OF DELIVERY/DELIVERABLES

F.2.A.1 – The last sentence is revised to read as follows:

From: 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 2019** Contracting Principles.

To: 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 2020** Contracting Principles.

Paragraph F.2.A 2 is revised to read as follows:

From: Enter basic charge data into the IMS or successor system within five business days of the Contractor's receipt of each charge as set forth in Section III.B.5.a of the **FY 2019** Contracting Principles in order to be eligible to receive contract credit.

To: Enter basic charge data into the IMS or successor system within five business days of the Contractor's receipt of each charge as set forth in Section III.B.5.a of the **FY 2020** Contracting Principles in order to be eligible to receive contract credit.

Paragraph F.2.A.3 is revised to read as follows:

From: Provide EEOC with a list of final actions within a time frame agreed upon by the COR and the Contractor, but usually no later than 30 calendar days after the resolution of each charge to meet the requirement of Section III. B.2 of the **FY 2019** Contracting Principles. The Contractor must ensure the timely and accurate entry of data into the IMS or successor system. The COR will generate charge data lists and reports through the IMS or successor system to verify that this requirement is being met throughout the term of this contract.

To: Provide EEOC with a list of final actions within a time frame agreed upon by the COR and the Contractor, but usually no later than 30 calendar days after the resolution of each charge to meet the requirement of Section III. B.2 of the **FY 2020** Contracting Principles. The Contractor

must ensure the timely and accurate entry of data into the IMS or successor system. The COR will generate charge data lists and reports through the IMS or successor system to verify that this requirement is being met throughout the term of this contract.

Paragraph F.2.B.4 is revised to read as follows:

From: 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 2019** contract must be received by the EEOC prior to September 30, **2019**.

To: 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 2020** contract must be received by the EEOC prior to September 30, **2020**.

Paragraph F.2.C is incorporated as follows:

C. Proposal for FY 2020 FEPA Engagement

From: The Contractor must submit to the Contracting Officer Representative prior to **September 30, 2019**, a written proposal detailing a joint enforcement, joint outreach or joint training activity with the EEOC District Office which (1) identifies and supports a specific priority contained in either EEOC's Strategic Enforcement Plan or the District Office's Complement Plan, (2) contains sufficient details and a certification that the FEPA is willing and able to perform the actions it proposes to perform, and (3) which the EEOC finds to be feasible and acceptable.

To: The Contractor must submit to the Contracting Officer Representative prior to **September 30, 2020**, a written proposal detailing a joint enforcement, joint outreach or joint training activity with the EEOC District Office which (1) identifies and supports a specific priority contained in either EEOC's Strategic Enforcement Plan or the District Office's Complement Plan, (2) contains sufficient details and a certification that the FEPA is willing and able to perform the actions it proposed to perform, and (3) which the EEOC finds to be feasible and acceptable.

Section G - CONTRACT ADMINISTRATION DATA

G.5 PAYMENT SCHEDULE

Paragraph G.5 is revised to read as follows:

From: 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. No payment will be made until the contract and subsequent modifications, if any, are returned, properly executed, to the Equal Employment Opportunity Commission, Acquisition Services Division, 131 M Street, N.E., 4th Floor, Washington, D.C. 20507.

To: Upon contract execution, an advance payment invoice not to exceed fifty (50) percent of the number of charge resolutions stated in the contract, **must 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. No payment will be made until the contract and subsequent modifications, if any, are returned, properly executed, to the Equal Employment Opportunity Commission, Acquisition Services Division, 131 M Street, N.E., 4th Floor, Washington, D.C. 20507 or by email to Contracting Officer Tia Haslett, <u>Tia.Haslett@eeoc.gov</u>.

Section H - SPECIALCONTRACT REQUIREMENTS

Paragraph H.1 incorporate changes as follows:

H.1 TITLE VII, ADA AND GINA CONFIDENTIALITY PROVISIONS

FROM:

- A. The Contractor agrees to abide by the confidentiality provisions of Title VII, ADA and the GINA 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, ADA and/or GINA charge filed by a particular charging party against a particular respondent, unless a Title VII, ADA and/or GINA lawsuit has been instituted,
 - 2. Information obtained by the EEOC pursuant to its investigation authority (Section 709(a)), unless a Title VII, ADA and/or GINA 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, ADA and/or GINA lawsuit has been instituted.
 - 4. Pursuant to Paragraph 4(b) of the EEOC Memorandum of Understanding with the Office of Federal Contract Compliance Programs (OFCCP), information compiled by OFCCP and provided to the EEOC may be provided to an FEP Agency (i.e. the Contractor) upon its request. It is further understood and agreed that the Contractor will not disclose to the public any such information without first requesting and obtaining the express written approval of the Director of OFCCP.
 - B. EEOC-furnished EEO Reports may be made public by the Contractor during a hearing conducted by the Contractor that involves the above information.

TO:

- A. The Contractor agrees to abide by the confidentiality provisions of Title VII, ADA and the GINA 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, ADA and/or GINA charge filed by a particular charging party against a particular respondent, unless a Title VII, ADA and/or GINA lawsuit based on that charge has been instituted,

- 2. Information obtained by the EEOC pursuant to its investigation authority (Section 709(a)), unless a Title VII, ADA and/or GINA lawsuit based on a charge 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.
- 4. Pursuant to Paragraph 4(b) of the EEOC Memorandum of Understanding with the Office of Federal Contract Compliance Programs (OFCCP), information compiled by OFCCP and provided to the EEOC may be provided to an FEP Agency (i.e. the Contractor) upon its request. It is further understood and agreed that the Contractor will not disclose to the public any such information without first requesting and obtaining the express written approval of the Director of OFCCP.

Paragraph H.10 is incorporated as follows:

H.10 FEPA ENGAGEMENT FUNDING

From: To be eligible to invoice for the funding, in the amount of \$1,000, the Contractor must submit to the Contracting Officer Representative prior to **September 30**, **2019**, a written proposal detailing a joint enforcement, joint outreach or joint training activity with the EEOC District Office which (1) identifies and supports a specific priority contained in either EEOC's Strategic Enforcement Plan or the District Office's Complement Plan, (2) contains sufficient details and a certification that the FEPA is willing and able to perform the actions it proposes to perform, and (3) which the EEOC finds to be feasible and acceptable.

To: To be eligible to invoice for the funding, in the amount of \$1,000, the Contractor must submit to the Contracting Officer Representative prior to **September 30**, **2020**, a written proposal detailing a joint enforcement, joint outreach or joint training activity with the EEOC District Office which (1) identifies and supports a specific priority contained in either EEOC's Strategic Enforcement Plan or the District Office's Complement Plan, (2) contains sufficient details and a certification that the FEPA is willing and able to perform the actions it proposes to perform, and (3) which the EEOC finds to be feasible and acceptable.

Section I – CONTRACT CLAUSES

Section I is revised as follows:

Clause Number	Clause Title
52.204-13	System for Award Management Maintenance. (OCT 2018)
52.222-50	Combating Trafficking in Persons. (JAN 2019)
52.232-33	Payment by Electronic Funds TransferSystem for Award Management. (OCT 2018)
52.244-6	Subcontracts for Commercial Items. (JAN 2019)

Section J – LIST OF ATTACHMENTS

Section J is revised to incorporate Attachment D as follows:

Attachment D - Worksharing Agreement for FY 2020-1 Page

3. Except as stated above, all other terms and conditions remain unchanged.

Section G - Contract Administration Data

Distributions Added:

Distribution 1 Schedule 1 is added to the line item 0015. Distribution 1 Schedule 1 is added to the line item 0016. Distribution 1 Schedule 1 is added to the line item 0017. Distribution 1 Schedule 1 is added to the line item 0018.

FY 2020 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 work sharing arrangement between the Miami District Office and the Palm Beach County Office of Equal Opportunity, or that would affect the processing of charges filed under the pertinent Federal, state or local statutes, the parties agree to extend the current work sharing agreement that was executed on October 18, 2017 through the FY 2020 Charge Resolution Contract Option Period, from October 1, 2019 through September 30, 2020. The agencies agree to work together in furtherance of the provisions of EEOC's current Strategic Plan when assessing the allocation of charges under this agreement and to cooperate in compliance and enforcement efforts as well as training, outreach and technical assistance efforts encompassed by the Plan. By executing this extension, the parties agree to abide by the confidentiality provisions of GINA as well as the other statutes cited in the agreement. This agreement, as well as the attendant Worksharing Agreement may be reopened and amended by mutual consent of the parties.

Verdenia C. Baker, County Administrator

Palm Beach County

FEPA: Palm Beach County Office of Equal Opportunity

Michael J. Farrell, District Director

U.S. Equal Employment Opportunity Commission

Miami District Office

Approved as to terms and conditions

Pamela Guerrier

Director, Office of Equal Opportunity

Approved as to form and legal sufficiency

David R. Ottey

Chief Assistant County Attorney

AMENDMENT OF SOLICITATION/MO	1. CONTRACT ID CODE	PAGE OF PAGES			
AMENDMENT OF SOLICITATION/MC					1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHAS See Schedule	E REQ. NO.	5. PROJECT N	O. (If applicble)
45310018C0053P00002	10/01/2019		Call all a Car		
6. ISSUED BY CODE	453100	7. ADMINISTERED BY (II	f other than Item 6)	CODE	EE450
EEOC OCFO ASD 131 M Street, N.E., 4th Floor Washington, DC, 20507		EEOC Office of 1 131 M Street, N Washington, DC, 20		State and	l Local
8. NAME AND ADDRESS OF CONTRACTOR (No., street, cour.	nty, State and ZIP Code)		(X) 9A. AMENDMENT	OF SOLICIATION	N NO.
COUNTY OF, PALM BEACH	- 				
301 N OLIVE AVE FRNT WEST PALM BEACH, FL, 334014705			9B. DATED (SEE	ITEM 11)	
			10A. MODIFICATIO		CT/ORDER NO.
			45310018C00		
			07/03/2018	•	
CODE - 02050450401	ACILITY CODE		-		
1000/04/0401	ONLY APPLIES TO AME	ENDMENTS OF SOLICI	TATIONS		
7	Item 14 The base of the		П.,		is not out d-d
The above numbered solicitation is amended as set forth in	•	•	·	tended,	is not extended.
Offers must acknowledge receipt of this amendment prior to the					
a)By completing items 8 and 15, and returning) By acknowledging receipt of t			
or (c) By separate letter or telegram which includes a reference to DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR.	and amendme	ent numbers. FAILURE OF YOU ULT IN REJECTION OF YOUR OF	FER. If by virtue of this an	nendment vour	THE PLACE desire to change an
already submitted, such change may be made by telegram or let already submitted, such change may be made by telegram or let already submitted, such change may be made by telegram or let	tter, provided each telegram or	letter makes reference to the	solicitation and this		
anchament, and is received prior to the opening flour and date	apecineu.				
12. ACCOUNTING AND APPROPIRATION DATA (If required))				
See Schedule					
	LY APPLIES TO MODIFI				
IT MODIFIES T	HE 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	NITEM 14 ARE MADE IN TH	IE CONTRACT OF	RDER
NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORD: appropriation date, etc.) SET FORTH IN I			(such as cha	inges in paying of	ffice,
C. THIS SUPPLEMENTAL AGREEMENT IS ENTE					
C. MIS SOFF ELWENTINE / GREENENT IS ENVI	IND INTO FORDOMIN TO NOTE	ioniri or.			
D. OTHER (Specify type of modification and a	uthority)				
52.217-9-Option to extend		ontract.			
E. IMPORTANT: Contractor is not,	is required to sign this	document and return	co	pies to the i	ssuing office.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organ	nized by UCF section headings, in	ncludina solicitation/contract su	biect matter where feasible	<u>.)</u>	
•	•				
MODIFICATION CONTROL NUMBER: 45310018C00.	53P00002				
SUMMARY OF CHANGES: EXERCISE OPTION YEA	AR 2				
PURSUANT TO SECTION	N I, 52.217-9 ENTIT	LED "OPTION TO EXTE	END THE TERM OF '	THE CONTRA	CT"
THE GOVERNMENT HERE	EBY EXERCISES OPTION 12) MONTHS COMMENCIN	N YEAR 2 TO EXTEND	CONTRACT PERFORI	MANCE FOR	A
(SEE ATTACHMENT NO.	, I FOR DETAILS).			•	
Except as provided herein, all terms and conditions of the docur	ment referenced in Item QA or 1	IOA as heretofore changed you	mains unchanged and in fe	ull force and effe	urt.
15A. NAME AND TITLE OF SIGNER (Type or print)	nent referenced in item 9A OF I	16A. NAME AND TITLE OF CO		(Type or prin	
		Haslett, Tia S		· 54 - 5: E.m.	•
		Contracting Office	cer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AME			16C. DATE SIGN
(Signature of person authorized to sign)		(Signatur	re of Contracting Officer)		-
•	1		- '		1

NSN 7540-01-152-8070 Previous edition unusable STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

Modification Changes

Effective as of the date of this Modification No. 45310018C0053-P00002 is revised as follows:

1. Line Item Number(s):

Line Number: 0011

Item Description: OPTION YEAR 2 - Title VII, ADEA, ADA, AND GINA CHARGE

RESOLUTIONS:

Extended Description: The Extended Description Processing and Resolving Title VII, ADEA, ADA and GINA Charges. Each Charge must have been filed since October 1, 2015, (or since October 1, 2014, 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. Period of Performance: 10/01/2019 - 09/30/2020

Unit of Measure and Quantity: 89 each

Unit Price: \$800.00

Contract Type: Firm Fixed Price

Charge Account:

2020|0100B2020D|10SLPPS|FPSLP|NA|251010|999996|9999|SLCR|NA|NA|NA

Funded Value: \$71,200.00

Line Number: 0012

Item Description: OPTION YEAR 2 - Title VII, ADEA, ADA, AND GINA **INTAKE SERVICES** Extended Description: Provide Intake Services for charges, with affidavits, filed during the period October 1, 2019 to September 30, 2020, at a price of \$80 per charge. Period of

Performance: **10/01/2019 - 09/30/2020** Unit of Measure and Quantity: 40 each

Unit Price: \$80.00 Charge Account:

2020|0100B2020D|10SLPPS|FPSLP|NA|251010|999996|9999|SLINTK|NA|NA|NA

Funded Value: \$3.200.00

Line Number: 0013

Item Description: OPTION YEAR 2 - FY 2020 EEOC/FEPA TRAINING:

Extended Description: Training to facilitate successful completion of contract, which must

include attendance at EEOC

- Sponsored Annual Conference. Period of Performance: 10/01/2019 - 09/30/2020

Unit of Measure and Quantity: 1 ea

Unit Price: **\$1,600.00** Charge Account:

2020|0100B2020D|10SLPPS|FPSLP|NA|251010|999996|9999|SLTRNG|NA|NA|NA

Funded Value: \$1,600.00

Line Number: 0014

Item Description: OPTION YEAR 2 - FY 2020 FEPA **ENGAGEMENT FUNDING**: Extended Description: Submission of an acceptable written proposal detailing a joint

EEOC/FEPA enforcement, outreach, or training activity in support of a Strategic Enforcement Plan or District Complement plan prior to 09/30/2020. Period of Performance: 10/01/2019 -

09/30/2020

Unit of Measure and Quantity: 1 LT

Unit Price: **\$1,000.00** Charge Account:

2020|0100B2020D|10SLPPS|FPSLP|NA|251010|999996|9999|SLJOUT|NA|NA|NA

Funded Value: \$1,000.00

Reference Requisition No.: FP200113

2. As a result of this modification, the grand total for the contract is increased by \$77,000.00 from \$152,160.00 to \$229,160.00

In addition, listed below are the revised Sections of the contract:

Section C - <u>DESCRIPTIONS AND SPECIFICATIONS</u>

Section II, Paragraph B of the Statement of Work – The last sentence is revised to read as follows:

From: Upon execution, the Worksharing Agreement dated **11/14/2018**, is incorporated by reference into this contract.

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From: 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 **2019** are incorporated in their entirety into this contract.

To: 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 **2020** are incorporated in their entirety into this contract.

Section III, Paragraph B of the Statement of Work is revised to read as follows:

From: All charges submitted for credit under this contract shall be completed by the Contractor between **October 1, 2018 and September 30, 2019** as follows:

To: All charges submitted for credit under this contract shall be completed by the Contractor between **October 1**, **2019 and September 30**, **2020** as follows:

Section D - PACKAGING AND MARKING

Section D is revised to incorporate the language, "Charge/case file material and reports to be furnished to the designated field office may be through the regular U.S. mail and should be adequately packaged to assure safe delivery to the designated office or via electronic

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F.1 PERIOD OF PERFORMANCE

Paragraph F.1 A is revised to read as follows:

From: A. The period of performance under this contract shall be from **October 1, 2018 through September 30, 2019**, with two one-year options to extend the term of the contract. (See Section I, 52.217-9 "Option to Extend the Term of the Contract").

To: A. The period of performance under this contract shall be from **October 1, 2019 through September 30, 2020.**

F.2 TIME OF DELIVERY/DELIVERABLES

F.2.A.1 – The last sentence is revised to read as follows:

From: 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 2019** Contracting Principles.

To: 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 2020** Contracting Principles.

Paragraph F.2.A 2 is revised to read as follows:

From: Enter basic charge data into the IMS or successor system within five business days of the Contractor's receipt of each charge as set forth in Section III.B.5.a of the **FY 2019** Contracting Principles in order to be eligible to receive contract credit.

To: Enter basic charge data into the IMS or successor system within five business days of the Contractor's receipt of each charge as set forth in Section III.B.5.a of the **FY 2020** Contracting Principles in order to be eligible to receive contract credit.

Paragraph F.2.A.3 is revised to read as follows:

From: Provide EEOC with a list of final actions within a time frame agreed upon by the COR and the Contractor, but usually no later than 30 calendar days after the resolution of each charge to meet the requirement of Section III. B.2 of the **FY 2019** Contracting Principles. The Contractor must ensure the timely and accurate entry of data into the IMS or successor system. The COR will generate charge data lists and reports through the IMS or successor system to verify that this requirement is being met throughout the term of this contract.

To: Provide EEOC with a list of final actions within a time frame agreed upon by the COR and the Contractor, but usually no later than 30 calendar days after the resolution of each charge to meet the requirement of Section III. B.2 of the **FY 2020** Contracting Principles. The Contractor

must ensure the timely and accurate entry of data into the IMS or successor system. The COR will generate charge data lists and reports through the IMS or successor system to verify that this requirement is being met throughout the term of this contract.

Paragraph F.2.B.4 is revised to read as follows:

From: 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 2019** contract must be received by the EEOC prior to September 30, **2019**.

To: 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 2020** contract must be received by the EEOC prior to September 30, **2020**.

Paragraph F.2.C is incorporated as follows:

C. Proposal for FY 2020 FEPA Engagement

From: The Contractor must submit to the Contracting Officer Representative prior to **September 30, 2019**, a written proposal detailing a joint enforcement, joint outreach or joint training activity with the EEOC District Office which (1) identifies and supports a specific priority contained in either EEOC's Strategic Enforcement Plan or the District Office's Complement Plan, (2) contains sufficient details and a certification that the FEPA is willing and able to perform the actions it proposes to perform, and (3) which the EEOC finds to be feasible and acceptable.

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G.5 PAYMENT SCHEDULE

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resolutions. The contractor can submit invoices for actual production on a quarterly basis. No payment will be made until the contract and subsequent modifications, if any, are returned, properly executed, to the Equal Employment Opportunity Commission, Acquisition Services Division, 131 M Street, N.E., 4th Floor, Washington, D.C. 20507 or by email to Contracting Officer Tia Haslett, Tia.Haslett@eeoc.gov.

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Paragraph H.1 incorporate changes as follows:

H.1 TITLE VII, ADA AND GINA CONFIDENTIALITY PROVISIONS

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- A. The Contractor agrees to abide by the confidentiality provisions of Title VII, ADA and the GINA 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, ADA and/or GINA charge filed by a particular charging party against a particular respondent, unless a Title VII, ADA and/or GINA lawsuit has been instituted,
 - 2. Information obtained by the EEOC pursuant to its investigation authority (Section 709(a)), unless a Title VII, ADA and/or GINA 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, ADA and/or GINA lawsuit has been instituted.
 - 4. Pursuant to Paragraph 4(b) of the EEOC Memorandum of Understanding with the Office of Federal Contract Compliance Programs (OFCCP), information compiled by OFCCP and provided to the EEOC may be provided to an FEP Agency (i.e. the Contractor) upon its request. It is further understood and agreed that the Contractor will not disclose to the public any such information without first requesting and obtaining the express written approval of the Director of OFCCP.
 - B. EEOC-furnished EEO Reports may be made public by the Contractor during a hearing conducted by the Contractor that involves the above information.

TO:

- A. The Contractor agrees to abide by the confidentiality provisions of Title VII, ADA and the GINA 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, ADA and/or GINA charge filed by a particular charging party against a particular respondent, unless a Title VII, ADA and/or GINA lawsuit based on that charge has been instituted,

- 2. Information obtained by the EEOC pursuant to its investigation authority (Section 709(a)), unless a Title VII, ADA and/or GINA lawsuit based on a charge 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.
- 4. Pursuant to Paragraph 4(b) of the EEOC Memorandum of Understanding with the Office of Federal Contract Compliance Programs (OFCCP), information compiled by OFCCP and provided to the EEOC may be provided to an FEP Agency (i.e. the Contractor) upon its request. It is further understood and agreed that the Contractor will not disclose to the public any such information without first requesting and obtaining the express written approval of the Director of OFCCP.

Paragraph H.10 is incorporated as follows:

H.10 FEPA ENGAGEMENT FUNDING

From: To be eligible to invoice for the funding, in the amount of \$1,000, the Contractor must submit to the Contracting Officer Representative prior to **September 30, 2019**, a written proposal detailing a joint enforcement, joint outreach or joint training activity with the EEOC District Office which (1) identifies and supports a specific priority contained in either EEOC's Strategic Enforcement Plan or the District Office's Complement Plan, (2) contains sufficient details and a certification that the FEPA is willing and able to perform the actions it proposes to perform, and (3) which the EEOC finds to be feasible and acceptable.

To: To be eligible to invoice for the funding, in the amount of \$1,000, the Contractor must submit to the Contracting Officer Representative prior to **September 30**, **2020**, a written proposal detailing a joint enforcement, joint outreach or joint training activity with the EEOC District Office which (1) identifies and supports a specific priority contained in either EEOC's Strategic Enforcement Plan or the District Office's Complement Plan, (2) contains sufficient details and a certification that the FEPA is willing and able to perform the actions it proposes to perform, and (3) which the EEOC finds to be feasible and acceptable.

Section I – CONTRACT CLAUSES

Section I is revised as follows:

Clause Number	Clause Title
52.204-13	System for Award Management Maintenance. (OCT 2018)
52.222-50	Combating Trafficking in Persons. (JAN 2019)
52.232-33	Payment by Electronic Funds TransferSystem for Award Management. (OCT 2018)
52.244-6	Subcontracts for Commercial Items. (JAN 2019)

Section J – LIST OF ATTACHMENTS

Section J is revised to incorporate Attachment D as follows:

Attachment D - Worksharing Agreement for FY 2020-1 Page

3. Except as stated above, all other terms and conditions remain unchanged.

Section G - Contract Administration Data

Distributions Added:

Distribution 1 Schedule 1 is added to the line item 0015. Distribution 1 Schedule 1 is added to the line item 0016. Distribution 1 Schedule 1 is added to the line item 0017.

Distribution 1 Schedule 1 is added to the line item 0018.

FY 2020 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 work sharing arrangement between the Miami District Office and the Palm Beach County Office of Equal Opportunity, or that would affect the processing of charges filed under the pertinent Federal, state or local statutes, the parties agree to extend the current work sharing agreement that was executed on October 18, 2017 through the FY 2020 Charge Resolution Contract Option Period, from October 1, 2019 through September 30, 2020. The agencies agree to work together in furtherance of the provisions of EEOC's current Strategic Plan when assessing the allocation of charges under this agreement and to cooperate in compliance and enforcement efforts as well as training, outreach and technical assistance efforts encompassed by the Plan. By executing this extension, the parties agree to abide by the confidentiality provisions of GINA as well as the other statutes cited in the agreement. This agreement, as well as the attendant Worksharing Agreement may be reopened and amended by mutual consent of the parties.

Verdenia C. Baker, County Administrator.

Palm Beach County

FEPA: Palm Beach County Office of Equal Opportunity

Michael Farrell, District Director

U.S. Equal Employment Opportunity Commission

Miami District Office

Approved as to terms and conditions

Pamela Guerrier

Director, Office of Equal Opportunity

Approved as to form and legal sufficiency

David R. Ottey

Chief Assistant County Attorney



Office of Equal Opportunity

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Fax: (561) 355-4932
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Palm Beach County Board of County Commissioners

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Mary Lou Berger

Melissa McKinlav

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

Official Electronic Letterhead

8 June 2020

Via Email Only: <u>TIA.HASLETT@EEOC.GOV</u>
U.S. Equal Employment Opportunity Commission Acquisition Services Division (ASD)
131 M Street, NE, 4th
Washington, DC 20507
Attn.: Tia Haslett, Supervisory Contracting Officer

Contract No. 45310018C0053P00002
Palm Beach County Office of Equal Opportunity

Dear Ms. Haslett:

This correspondence is to acknowledge receipt of the Contract No. 45310018C0053P00002 (Standard Form 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 July 14, 2020 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) 255-2558 or via e-mail at pguerrie@pbcgov.org

Sincerely,

|s| Pamela Guerrier

Pamela Guerrier, Director

Cc: EEOC, Miami District Office, State and Local Coordinator

Attachment 4

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA BUDGET AMENDMENT

Page 1 of 1

BGRV 400 061620*494 BGEX 400 061620*1533

FUND 0001 - General Fund

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 06/15/20	REMAINING BALANCE
REVENUES:								
400-4160-4900	Charges For Services-Other	74,000	74,000	3,000	0	77,000)	
	Total Receipts and Balances	1,494,902,035	1,535,242,099	3,000	0	1,535,245,099	- -	
APPROPRIATION	APPROPRIATIONS & EXPENDITURES							
400-4160-5111	Office Furniture and Equipment	0	0	3,000	0	3,000	3,045	-45
TOTAL APP	ROPRIATIONS & EXPENDITURES	1,494,902,035	1,535,242,099	3,000	0	1,535,245,099	- -	
Office of Equal Opportunity INITIATING DEPARTMENT/DIVISION		Signatures	•	Date	o 20 .		By Board of County At Meeting of 07/14/2	1
Administration/Budget Department Approval OFMB Department - Posted		· · · · · · · · · · · · · · · · · · ·					Deputy Clerk to the Board of County Con	mmissioners

Attachment 5

FY 2020 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 work sharing arrangement between the Miami District Office and the Palm Beach County Office of Equal Opportunity, or that would affect the processing of charges filed under the pertinent Federal, state or local statutes, the parties agree to extend the current work sharing agreement that was executed on October 18, 2017 through the FY 2020 Charge Resolution Contract Option Period, from October 1, 2019 through September 30, 2020. The agencies agree to work together in furtherance of the provisions of EEOC's current Strategic Plan when assessing the allocation of charges under this agreement and to cooperate in compliance and enforcement efforts as well as training, outreach and technical assistance efforts encompassed by the Plan. By executing this extension, the parties agree to abide by the confidentiality provisions of GINA as well as the other statutes cited in the agreement. This agreement, as well as the attendant Worksharing Agreement may be reopened and amended by mutual consent of the parties.

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Approved as to terms and conditions

Pamela Guerrier

Director, Office of Equal Opportunity

Approved as to form and legal sufficiency

David R. Ottey | Chief Assistant County Attorney