

AWARD/CONTRACT		1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.		RATING		PAGE 1 OF 21 PAGES		
		2. CONTRACT (Procurement, Instruction, Identification) NUMBER 45310026C0043		3. EFFECTIVE DATE 10/01/2025		4. REQUISITION/PURCHASE REQUEST/PROJECT NUMBER FP260033		
5. ISSUED BY EEOC OCFO ASD 131 M Street, N.E., 4th Floor Washington, DC, 20507		CODE 453100		6. ADMINISTERED BY (If other than Item 5) EEOC Los Angeles District Office 255 E. Temple Street, 4th floor Los Angeles, CA, 90012		CODE EE463		
7. NAME AND ADDRESS OF CONTRACTOR (Number, Street, County, State and ZIP Code) CALIFORNIA CIVIL RIGHTS DEPARTMENT 651 BANNON ST STE 200 SACRAMENTO, CA, 95811				8. DELIVERY ☒ FREE ON BOARD (FOB) ORIGIN ☐ OTHER (See below)				
				9. DISCOUNT FOR PROMPT PAYMENT Net Days - 30				
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM See Schedule		
CODE D1RMTDTMKLE8		FACILITY CODE 3N3A8						
11. SHIP TO/MARK FOR See Schedule		CODE		12. PAYMENT WILL BE MADE BY EEC Payment, Interior Business Center Attn: EEOC Invoice Processing Team Denver, CO, 80225		CODE EECPAY		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION UNDER THE UNITED STATES CODE AT: ☐ 10 U.S.C. 3204(a)() ☒ 41 U.S.C. 3304(a)()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule				
15A. ITEM NUMBER	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT			
	See Schedule							
15G. TOTAL AMOUNT OF CONTRACT						\$ 478000		
16. TABLE OF CONTENTS								
(X)	SECTION	DESCRIPTION	PAGE(S)	(X)	SECTION	DESCRIPTION	PAGE(S)	
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES				
X	A	SOLICITATION/CONTRACT FORM	See Page 2	X	I	CONTRACT CLAUSES	See Page 2	
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS				
X	C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT		X	J	LIST OF ATTACHMENTS		
X	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE			L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS						
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE								
17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. ☐ SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)				
19A. NAME AND TITLE OF SIGNER (Type or print) Jamie Gillette, Chief Deputy Director California Civil Rights Department				20A. NAME OF CONTRACTING OFFICER Anderson, Radeshia Rashelle r.rashelle.anderson@eeoc.gov				
19B. NAME OF CONTRACTOR BY <u>Jamie Gillette</u> (Signature of person authorized to sign)		19C. DATE SIGNED 8/7/2026		20B. UNITED STATES OF AMERICA BY <u>R. Rashelle Anderson</u> (Signature of Contracting Officer)		20C. DATE SIGNED 8/9/2026		

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Listing of Incorporated Purchase Requisitions

Incorporated Purchase Requisition Numbers:

Section B - Supplies or Services and Prices/Costs

Item Number	Base Year Funding	Supplies/Services		Annual Funding Unit
CLIN 0001		TITLE VII, ADEA, ADA, PWFA AND GINA CHARGE RESOLUTIONS AND/OR INTAKE SERVICES Not-to-Exceed (NTE) \$478,000.00		
LOT Contract Type: Firm Fixed Price				
			Unit FY26 FUNDING Price	\$478,000.00
			Extended Price	\$478,000.00
Contractor understands work submitted for credit in excess of the funded amount will not be approved or paid absent a written modification of the contract. Funds are not presently available for performance under this contract beyond the funded amount of the contract. The Government's obligation for performance of this contract beyond that amount is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond such amount, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer. See also, FAR 52.232-19.				
Purchase Requisitions		FP260033		
		ACRN		
		Funded Amount		\$478,000.00

IDC Type: Not Applicable

Item Number	OPTION Year 1 Funding	Supplies/Services		Annual Funding Unit
CLIN 0002		OPTION YEAR 1--TITLE VII, ADEA, ADA, PWFA AND GINA CHARGE RESOLUTIONS AND/OR INTAKE SERVICES Not-to-Exceed (NTE) \$TBD		
LOT Contract Type: Firm Fixed Price				
			Unit FY27 FUNDING Price	
			Extended Price	
Contractor understands work submitted for credit in excess of the funded amount will not be approved or paid absent a written modification of the contract. Funds are not presently available for performance under this contract beyond the funded amount of the contract. The Government's obligation for performance of this contract beyond that amount is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond such amount, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer. See also, FAR 52.232-19.				
Purchase Requisitions				

		ACRN	
		Funded Amount	

IDC Type: Not Applicable

Item Number	OPTION YEAR 2 Funding	Supplies/Services		Annual Funding Unit
CLIN 0003		OPTION YEAR 2 - TITLE VII, ADEA, ADA, PWFA AND GINA CHARGE RESOLUTIONS AND/OR INTAKE SERVICES Not-to-Exceed (NTE) \$TBD		
LOT Contract Type: Firm Fixed Price				
			Unit FY28 FUNDING Price	
			Extended Price	
	Contractor understands work submitted for credit in excess of the funded amount will not be approved or paid absent a written modification of the contract. Funds are not presently available for performance under this contract beyond the funded amount of the contract. The Government's obligation for performance of this contract beyond that amount is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond such amount, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer. See also, FAR 52.232-19.			
Purchase Requisitions				
			ACRN	
			Funded Amount	

IDC Type: Not Applicable

FEE SCHEDULE

FEE SCHEDULE	BILLABLE RATE
<i>Service Description:</i>	
BASE YEAR - FY 2026	
Processing and Resolving, Title VII, ADEA, ADA, PWFA and GINA Charges. Each Charge must have been filed since October 1, 2021, (or since October 1, 2020, for each charge where a determination of reasonable cause is issued, and the charge is processed through hearings and/or litigation).	\$ 850.00
<i>Service Description:</i>	
Provide Intake Services for charges, with interview notes, filed during the period October 1, 2025 to September 30, 2026	\$ 125.00
OPTION YEAR 1 - FY 2027	
Processing and Resolving, Title VII, ADEA, ADA, PWFA and GINA Charges. Each Charge must have been filed since October 1, 2022, (or since October 1, 2021, for	\$ 850.00

each charge where a determination of reasonable cause is issued, and the charge is processed through hearings and/or litigation). This billable rate is an estimate.

Service Description:

Provide Intake Services for charges, with interview notes, filed during the period October 1, 2026 to September 30, 2027. This billable rate is an estimate.

\$ 125.00

OPTION YEAR 2 - FY 2028

Processing and Resolving, Title VII, ADEA, ADA, PWFA and GINA Charges. Each Charge must have been filed since October 1, 2023, (or since October 1, 2022, for each charge where a determination of reasonable cause is issued, and the charge is processed through hearings and/or litigation). This billable rate is an estimate.

\$ 850.00

Service Description:

Provide Intake Services for charges, with interview notes, filed during the period October 1, 2027, to September 30, 2028. This billable rate is an estimate.

\$ 125.00

Clauses incorporated by reference

None

Clauses incorporated by full text

None

Section C - Description/Specifications/Work Statement

Clauses incorporated by reference

None

Clauses incorporated by full text

C

C.1 BACKGROUND

- A. The Equal Employment Opportunity Commission (EEOC) is authorized by statute to use the services of State and Local Fair Employment Practices Agencies (FEPAs) to assist it in meeting its statutory mandate to enforce Title VII of the Civil Rights Act of 1964, as amended (Title VII); the Age Discrimination in Employment Act (ADEA) of 1967, as amended; the Americans with Disabilities Act (ADA) of 1990, as amended; the Genetic Information Nondiscrimination Act (GINA) of 2008; and the Pregnant Workers Fairness Act of 2022 (PWFA). The EEOC also recognizes the need to ensure the employment rights of individuals granted by Federal, State, and Local anti-discrimination laws.
- B. The EEOC has entered into a partnership with the FEPA, herein referred to as the Contractor, for continuous development and enhancement of this system.

C.2 SCOPE OF WORK

- A. The Contractor agrees to work with the EEOC in the maintenance and enhancement of a national, integrated employment discrimination law enforcement and charge resolution system by accomplishing various objectives that include, but are not limited to, the following:
1. Implementation by the Contractor of procedures that provide for professional intake of all charges the Contractor initially receives, notification to respondents of dual-filed charges within 10 days, rebuttal opportunity for charging parties, determinations supported by evidence, resolutions with remedies and resolution of charges on a current basis.
 2. The training of Contractor personnel in charge processing procedures comparable to those of the EEOC, on an as needed basis.
 3. Use by the Contractor of an employment discrimination charge form that, within statutory limitations, is acceptable to the EEOC and the Contractor.
 4. Use by the Contractor of processing terminology (such as common language pertaining to types of resolutions) that is the same as or comparable to that used by the EEOC.
 5. The development and maintenance of a system to ensure that the EEOC and the Contractor maintain comparable procedural and substantive standards.
 6. The identification by the Contractor and the EEOC of legislative changes that may be appropriate for the establishment of integrated and efficient charge processing systems.
 7. Use of an effective case management system that:
 - a. enhances quality and efficiency in the Contractor's charge resolution systems;
 - b. establishes annual charge resolution objectives and provides mechanisms for fixing accountability and measuring progress toward those objectives;
 - c. develops procedures and processes that will ensure maintenance of a charge inventory of less than 365 days; and
 - d. ensures that quality standards are met and are comparable to or commensurate with the EEOC's policies and statutory responsibilities.
- B. The Contractor shall commit itself to maintenance of effort. Should the Contractor or the governmental body that provides its funds reduce the Contractor's resources in anticipation, or as the result, of the EEOC contract funds, or place restrictions on the use of its funds, or revise the Contractor's operating procedures or regulations that impact its ability to perform under its contract, the EEOC may consider it to be a material breach of this contract and may, among other things, reduce its funding of this contract or require the return of all or a portion of the funds provided by the EEOC under this contract.
- C. It is understood and expressly agreed to by both parties to this contract that all provisions of the EEOC's current Contracting Principles are incorporated in their entirety into this contract.
- D. Notwithstanding any provisions in the Statement of Work or elsewhere, this contract, inclusive of any amendments/modifications, does not cover, and the EEOC does not accept for credit, any work that the EEOC and its agents are enjoined from performing because of a court order or that are not covered by their jurisdiction. Additionally, this contract, inclusive of any amendments/modifications, does not cover, and the EEOC does not accept for credit matters that are implicated by the following executive orders and/or Department of Justice (DOJ) guidance interpreting these orders: Executive Order 14168 and Executive Order 14281. The FEPA will not be responsible for determining whether a charge is excluded by this paragraph and may dual-file charges, unless requested otherwise by the charging party. In signing this contract, the FEPA reserves its rights and expressly does not waive or relinquish any rights or defenses available to it concerning the above-referenced Executive Orders.

C.3 STATEMENT OF WORK

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

- A. The Contractor shall submit dual-filed charges to the EEOC for contract credit including, but not limited to, no cause findings, successful settlements, successful conciliations, administrative resolutions, and final orders issued following and pursuant to administrative hearings. The EEOC shall not award any contract credit for resolutions by the Contractor based on no jurisdiction (except in cases where an investigation is required to determine jurisdiction) or resolutions based on the charging party's failure to establish a bona fide charge.
- B. All charges submitted for credit under this contract shall be completed by the Contractor between **October 1, 2025** and **September 30, 2026** according to the following provisions.
 - 1. All charges will be evaluated and determinations made in accordance with the theories of discrimination in employment as developed under Title VII, PWFA, ADA, GINA, and ADEA, or other comparable state or local standards, as applicable.
 - 2. Investigation and resolution of individual charges pursuant to this contract shall be conducted in a manner designed to effectuate relief for the charging party as appropriate and shall be carried out as expeditiously as possible.
 - 3. All final actions and intake services for which payment is requested under this contract will be processed and awarded contract credit in compliance with the State, Local, and Tribal Handbook and this Agreement.
 - 4. Contract credit submissions will include final dispositions of dual-filed charges (i.e., final actions). When administrative appeal rights exist, the final disposition of a charge occurs only after the time for appeal has expired or the appeal has been processed to completion. In cases where the administrative appeal has been processed, the date of the notice of the final result of the appeal is the operative date. This applies in all cases where an administrative appeal is provided, whether the case is administratively resolved, dismissed, decided, or when no cause is found. The fifteen-day period during which a Substantial Weight Review may be requested and/or the period during which a Substantial Weight Review is conducted is not considered for the purposes of computing the operative date of the final disposition of a charge.
 - 5. Contract credit submissions that are not final dispositions will include:
 - a. dual-filed charges to be litigated by the Contractor where the EEOC receives copies of the complaints bearing confirmation of the filing dates with the Court, or other appropriate official confirmation of the filing dates of the complaints;
 - b. certain types of dual-filed charges that must be transferred to the EEOC that are not final actions by the Contractor, as specified in the State, Local, and Tribal Handbook; and
 - c. contract credit for intake services may be given when the EEOC accepts for processing a charge initially filed with but not jurisdictional for the Contractor. Contract credit for intake services may be granted when the Contractor has submitted all charge intake documentation (e.g., complete intake interview notes, signed and dated charge of discrimination) and proof of timely charge service on the employer.
 - 6. Dual-filed charge resolutions submitted for contract credit pursuant to this contract will be identified by the Contractor by timely and accurate data entries on the EEOC Agency Record Center (ARC) or any successor system, if applicable. Where the Contractor uses the EEOC's Gateway system to ARC, charge resolutions submitted for credit pursuant to this contract will be designated in at least a monthly status report from the Contractor to the COR.
 - 7. All charges will be processed by the Contractor in accordance with the Contractor's applicable state or local laws.

8. Contract credit will not be allowed for any charge subject to a processing fee. If such a fee is imposed or implemented during the period of the contract, the contract may be terminated in accordance with Clause 52.249-4, Termination for Convenience of the Government (Services) (Short Form).
9. The Contractor will preserve all case files and records relevant to all dual-filed charges or actions until final disposition of such charges or actions by the Contractor and the EEOC and other federal authorities including federal courts.

Section D - Packaging and Marking

None

Clauses incorporated by reference

None

Clauses incorporated by full text

D

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

Section E - Inspection and Acceptance Terms

None

Clauses incorporated by reference

None

Clauses incorporated by full text

E

E.1 INSPECTION AND ACCEPTANCE

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

Section F - Delivery or Performance

None

Clauses incorporated by reference

None

Clauses incorporated by full text

F

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

- A. The period of performance under this contract shall be from **October 1, 2025**, through **September 30, 2026**, with two, one-year options to extend the term of the contract. (See Section I, 52.217-9 "Option to Extend the Term of the Contract").
- B. The period of performance for Option Period I and Option Period II are as follows:
Option Period I – October 1, 2026, through September 30, 2027
Option Period II – October 1, 2027, through September 30, 2028

F.2 TIME OF DELIVERY/DELIVERABLES

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

Section G - Contract Administration Data

Total Obligated Amount:

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

Contract ACRN:	LOA:2026 0100B2626D 10SLPPS FPSLP NA 251010 999996 9999 SLADMN NA NA NA
Amount:	\$478,000.00
Clin 0001:	\$478,000.00
Requesting Office Address	
EEOC Office of Field Programs - State and Local 131 M Street, N.E., 5th Floor Washington DC 20507 Phone: Fax: Contact Details: Yao, James JAMES.YAO@EEOC.GOV	

COR Office Address	
EEOC Los Angeles District Office 255 E. Temple Street, 4th Floor Los Angeles CA 90012 Phone: Fax: Contact Details:	

Issuing Office Address	
EEOC OCFO ASD 131 M Street, N.E., 4th Floor Washington DC 20507 Phone: Fax: Contact Details:	

Submit Invoices To Address	
EEC Invoice, IBC Email Email: eeoc_vendor_payments_ibcdenver@ibc.doi.gov Denver CO 80125 Phone: Fax: Contact Details:	

Administration Office Address	
EEOC Los Angeles District Office 255 E. Temple Street, 4th Floor Suite 1900 Los Angeles CA 90012 Phone: Fax: Contact Details:	

Remit To Office Address	
EEC Payment, Interior Business Center Attn: EEOC Invoice Processing Team One Denver Federal Center Bldg 48, Mail Stop D 2770 Denver CO 80125 Phone: Fax: Contact Details:	

Clauses incorporated by reference

None

Clauses incorporated by full text

G

G.1 CONTRACT ADMINISTRATION DATA

- A. Contracting Officer: See Block 20A of SF 26
- B. Inspection and Acceptance: See Section E of the Schedule
- C. Accounting and Appropriation Data: See Accounting Line, Accounting and Appropriations Data
- D. Contracting Officer's Representative: Karrie Maeda
EEOC State, Local and Tribal Program Manager
EEOC Los Angeles District Office
Office Telephone: 213-785-3002
Email: Karrie.Maeda@EEOC.gov
- E. Paying Office: See Block 12 of SF-26
- F. Program Contact:
James Yao, Deputy Director
State, Local and Tribal Programs
Office of Field Programs
131 M Street, N.E., Fifth Floor
Washington, DC 20507
Telephone: (202) 921-2886
Email: James.Yao@eeoc.gov

G.2 CONTRACTING OFFICER

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

G.3 CONTRACTING OFFICER REPRESENTATIVE

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

G.4 INVOICING INSTRUCTIONS

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

eeoc_vendor_payments_IBCDenver@IBC.DOI.Gov

G.5 PAYMENT SCHEDULE

Payments will be based on the Contractor's actual production of accepted charge resolutions and/or intake services, if applicable. No payment will be made until the contract and subsequent modifications, if any, are digitally returned, properly executed, to the Equal Employment Opportunity Commission, Acquisition Services Division.

Section H - Special Contract Requirements

Clauses incorporated by reference

None

Clauses incorporated by full text

H

H.1 **EEOC-FEPA WORKSHARING AGREEMENT**

I. INTRODUCTION

- A. Section 709(b) of Title VII and the EEOC's procedural regulations (29 C.F.R. § 1601.13(c), and § 1626.10) provide for the EEOC to enter into worksharing agreements with FEPAs, such that FEPAs can receive pay to investigate some EEOC charges.
- B. In recognition of, and to the extent of the common jurisdiction and goals of the two Agencies, and in consideration of the mutual promises and covenants contained herein, the FEPA and the EEOC hereby agree to the terms of this Worksharing Agreement (Agreement), Section H.1 of this contract, which is designed to provide individuals with an efficient procedure for obtaining redress for their grievances under appropriate State or Local and Federal laws.
- C. See Addendum to this Section for additional information.

II. FILING OF CHARGES OF DISCRIMINATION

- A. In order to facilitate the assertion of employment rights, the EEOC and the FEPA each designate the other as its agent for the purpose of receiving and drafting charges, including those that are not jurisdictional with the agency that initially receives the charges. The EEOC's receipt of charges on the FEPA's behalf will automatically initiate the proceedings of both the EEOC and the FEPA for the purposes of Section 706(c) and (e)(1) of Title VII. This delegation of authority to receive charges does not include the right of one agency to determine the jurisdiction of the other agency over a charge. Charges can be transferred from one agency to another in accordance with the terms of this Agreement.
- B. The FEPA shall take all charges alleging a violation of Title VII, ADEA, EPA, GINA, the ADA, or PWFA where both the FEPA and the EEOC have mutual jurisdiction, or where the EEOC only has jurisdiction, so long as the allegations meet the minimum requirements of the applicable statute. For charges specified in Section III. A. 1. below, the FEPA will refer them to the EEOC for initial processing.
- C. Each agency will inform individuals of their rights to file charges directly with the other agency and/or will assist any person alleging employment discrimination to draft a charge in a manner that will satisfy the requirements of both agencies to the extent of their common jurisdiction. Normally, once an agency begins an investigation, it resolves the charge. Each agency will advise Charging Parties that charges will be resolved by the agency taking the charge except when the agency taking the charge lacks jurisdiction or when the charge is to be transferred.
- D. For charges that are to be dual-filed, each agency will use the EEOC Charge Form 5 (or alternatively, an employment discrimination charge form which within statutory limitations, is acceptable in form and content to the EEOC and the FEPA) to draft charges. When a charge is taken based on disability, the nature of the disability shall not be disclosed on the face of the charge unless there is an applicable state statute or local ordinance requiring such disclosures.
- E. Within ten calendar days of receipt, each agency agrees that it will notify both Charging Party and Respondent of the dual-filed nature of each such charge it receives for initial processing and explain the rights and responsibilities of the parties under the applicable Federal, State, or Local statutes.

III. DIVISION OF INITIAL CHARGE-HANDLING RESPONSIBILITIES

The primary responsibility for handling charges at the intake and investigation stages, which excludes matters in the litigation stage, between the FEPA and the EEOC will be divided as follows:

- A. The EEOC will investigate all Title VII, EPA, ADA, GINA, ADEA, and PWFA charges that it originally receives, and the FEPA will investigate all charges that it originally receives under its respective state or local statutes.

1. For charges originally received by the EEOC and/or to be initially investigated by the EEOC, which are not excluded from this contract under Section C.2.D, the FEPA waives its right of exclusive jurisdiction to initially investigate such charges for a period of 60 days for the purpose of allowing the EEOC to proceed immediately with the investigation of such charges before the 61st day.

In addition, the EEOC will initially investigate the following charges:

- a. All Title VII, ADA, PWFA and concurrent Title VII/ADA charges which are jurisdictional with the FEPA and received by the FEPA 240 days or more after the date of alleged violation;
 - b. All disability-based charges that may not be resolved by the FEPA in a manner consistent with the ADA;
 - c. All concurrent Title VII/EPA charges;
 - d. All charges against the FEPA or its parent organization where such parent organization exercises direct or indirect control over the charge decision-making process;
 - e. All charges filed by EEOC Commissioners;
 - f. All charges filed by EEOC Office Directors under EPA and/or ADEA;
 - g. Complaints referred to the EEOC by the U.S. Department of Justice; the U.S. Department of Labor, Office of Federal Contract Compliance Programs; or Federal fund-granting agencies under 29 CFR §§ 1640, 1641, and 1691;
 - h. Any charge where the EEOC is a party to a Conciliation Agreement or a Consent Decree that is relevant to the charge;
 - i. Any charge alleging retaliation for filing a charge with the EEOC or for cooperating with the EEOC;
 - j. All charges against Respondents that are designated for initial investigation by the EEOC in a supplementary memorandum to this Agreement agreed to by the FEPA.
2. The FEPA will initially investigate the following types of charges under its respective state or local statutes:
 - a. Any charge alleging retaliation for filing a charge with the FEPA or cooperating with the FEPA;
 - b. Any charge where the FEPA is a party to a Conciliation Agreement or which is relevant to a matter that the FEPA has resolved or is resolving via a Consent Decree. The FEPA will notify the EEOC on a quarterly basis of all Conciliation Agreements involving dual-filed charges;
 - c. All charges that allege more than one basis of discrimination where at least one basis is not covered by the laws enforced by the EEOC but is covered by the state or local laws enforced by the FEPA, or where a court order prohibits the EEOC from handling the charge, but does not prohibit the FEPA from processing that charge under state or local law;
 - d. All charges against Respondents that are designated for initial investigation by the FEPA in a supplementary memorandum to this Agreement agreed to by the EEOC; and
 - e. All disability-based charges against Respondents over which the EEOC does not have

jurisdiction.

- f. All charges filed by FEPA Director/Commissioner/Administrator.
- B. Notwithstanding any other provision of this Agreement, the FEPA or the EEOC may request to be granted the right to initially investigate any charge subject to agreement of the other agency. Such variations shall not be inconsistent with the objectives of this Worksharing Agreement or the Contracting Principles.
- C. The EEOC and the FEPA may agree to cooperate and investigate cases together for the good of the public. The EEOC District Director and the FEPA Executive Director/Administrator will reduce to writing how the agencies will work together, setting forth the division of labor and how the agencies will proceed to jointly investigate. To ensure transparency in the investigative process, the Charging Parties (if any) and Respondents will be informed of the division of labor and the intent to investigate together to better serve the public.

IV. EXCHANGE OF INFORMATION

- A. In furtherance of cooperative and coordinated efforts envisioned by Title VII and the EEOC's procedural regulations, the FEPA and the EEOC will make available for inspection and copying to appropriate officials from the other agency, charge processing information that may assist the agency in carrying out its investigative responsibilities, as is practicable. Such information may include case information contained in investigative files and other material or data as may be related to the processing of dual filed charges or administration of the contract and/or Worksharing Agreement. Each agency is permitted to withhold, in its discretion, deliberative, confidential, and otherwise privileged information. The receiving agency will not provide the shared information to third parties, including other government agencies, without the express written consent of the agency that provided the information originally, except as permitted by law or required by court order, in which case it will provide notice to the agency that shared the information. The receiving agency accepting information agrees to comply with any statutory confidentiality requirements imposed on the agency providing the information. The FEPA will observe confidentiality requirements in accordance with the Confidentiality Provisions set forth at Paragraph H.2 and the Privacy Act Requirements in Paragraph H.9. The parties understand that this provision is for investigative purposes only and any information obtained cannot be used outside the investigative process.
- B. In order to expedite the resolution of charges and/or facilitate the objectives of this Agreement, either agency may permit personnel of the other agency to accompany or to observe its personnel when investigating a charge or request that its personnel be permitted such access to the other agency when investigating a charge.

V. RESOLUTION OF CHARGES

- A. Both agencies will adhere to the procedures set out in the EEOC's State, Local and Tribal Program (SLTP) Handbook, including current revisions.
- B. For the purpose of according substantial weight to the FEPA's final finding and order, the FEPA must submit to the EEOC copies of all documents pertinent to conducting a substantial weight review; the evaluation will be designed to determine whether the following items have been addressed in a manner sufficient to satisfy the EEOC requirements; including, but not limited to:
 - 1. jurisdictional requirements,
 - 2. investigation and resolution of all relevant issues alleging personal harm with appropriate documentation and using proper theory,
 - 3. relief, if appropriate,
 - 4. mechanisms for monitoring and enforcing compliance with all terms of conciliation agreements, orders after public hearing, or consent orders to which the FEPA is a party.
- C. To be eligible for contract credit and/or payment, submissions must meet all the substantive and administrative requirements as stipulated in the Contracting Principles and SLTP Handbook.
- D. For the purposes of determining eligibility for contract payment, a final action is defined as the point after which Charging party has no administrative recourse, appeal, or other avenue of redress available under applicable State and Local statutes.

VI. IMPLEMENTATION OF THE WORKSHARING AGREEMENT

- A. Each agency will designate a person as liaison official for the other agency to contact concerning the day-to-day implementation for the Agreement and will notify the other of the liaison's name and contact information.
- B. The agencies agree to work together in furtherance of the EEOC's current Strategic Plan objectives when assessing the allocation of charges under the Agreement and to cooperate in compliance and enforcement efforts as well as training, outreach, and technical assistance efforts encompassed by the Strategic Plan.
- C. If a dispute regarding the implementation or application of this Agreement cannot be resolved by the FEPA Director and the EEOC District Office Director, the issues will be reduced to writing by both parties and forwarded to the EEOC Director of the Office of Field Programs for resolution. If the matter is not resolved, the agencies will attempt to reach a resolution through a third-party neutral mediator prior to invoking any other remedies. The Director of OFP will make a determination and may conclude that rescission of this Contract is warranted.

H.2 TITLE VII, ADA, GINA and PWFA CONFIDENTIALITY PROVISIONS

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

H.3 CONTRACT ADJUSTMENTS

- A. The COR will review production at least quarterly. Contract adjustments may be made upward or downward based upon production throughout the period of performance.
- B. The government will increase the total funding amount (upward adjustments), if appropriate, subject to the availability of funds.

H.4 RIGHTS IN DATA

The Government shall have access to all case files for dual-filed charges created and developed in the performance of this contract at all reasonable times when they are in the possession of the Contractor. The Contractor shall have access to such dual-filed case files at all reasonable times while they are in the possession of the EEOC. No case files, reports, studies, findings or other information collected or created in the performance of this contract shall be released by either the Contractor or the EEOC except as authorized in accordance with the Confidentiality Provisions set forth at paragraph H.2 and the Privacy Act requirements in paragraph H.9.

H.5 INDEMNIFICATION

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

H.6 ACKNOWLEDGMENT OF GOVERNMENT

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

H.7 DIRECT AND INDIRECT COSTS

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

H.8 NOTICE OF ADVERSE COURT ACTION

The Contractor will provide written notification to the Program Contact of any adverse local, state, or federal court decision issued against the Contractor relevant to equal employment opportunity.

H.9 PRIVACY ACT

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

H.10 CHARGE DATA SYSTEM - DATABASE

The Contractor is expected to reconcile its database with the EEOC's database as necessary and appropriate.

H.11 INFORMATION SECURITY RELATED TO USE OF EEOC'S AGENCY RECORDS CENTER (ARC) OR SUCCESSOR SYSTEM

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

FEPA Directors must ensure that, upon a user's separation, ARC or successor system access is removed and system accounts are disabled as of the close-of-business on the employee's separation date. Inactive accounts (accounts that have not been logged in within 30 days) will be disabled by the EEOC.

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

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

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

Section I - Contract Clauses

Clauses incorporated by reference

None

Clauses incorporated by full text

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52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to the contract expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of clause)

52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)

Funds are not presently available for performance under this contract beyond the amount of funds awarded to date. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the amount of funds awarded to date, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

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

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

(End of clause)

<u>Clause Number</u>	<u>Clause Title</u>
52.202-1	Definitions. (JUN 2020)
52.203-3	Gratuities. (APR 1984)
52.203-5	Covenant Against Contingent Fees. (MAY 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government. (JUN 2020)
52.203-7	Anti-Kickback Procedures. (JUN 2020)

52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights. (NOV 2023)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
52.204-12	Unique Entity Identifier Maintenance. (OCT 2016)
52.204-13	System for Award Management Maintenance. (OCT 2018)
52.204-23	Prohibition on Contracting for Hardware, Software and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. (NOV 2021)
52.204-25	Prohibition on Contracting for Certain Telecommunications and Videos Surveillance Services or Equipment. (NOV 2021)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021)
52.215-2	Audit and Records - Negotiation. (JUN 2020)
52.215-8	Order of Precedence - Uniform Contract Format. (OCT 1997)
52.222-3	Convict Labor. (JUN 2003)
52.222-35	Equal Opportunity for Veterans. (JUN 2020)
52.222-36	Equal Opportunity for Workers with Disabilities. (JUN 2020)
52.222-37	Employment Reports on Veterans. (JUN 2020)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
52.222-50	Combating Trafficking in Persons. (OCT 2025)
52.222-54	Employment Eligibility Verification. (JAN 2025)
52.226-7	Drug-Free Workplace. (MAY 2024)
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving. (MAY 2024)
52.224-1	Privacy Act Notification. (APR 1984)
52.224-2	Privacy Act. (APR 1984)
52.125-13	Restrictions on Certain Foreign Purchases. (FEB 2021)
52.229-4	Federal, State, and Local Taxes (State and Local Adjustments). (FEB 2013)
52.232-1	Payments. (APR 1984)
52.232-8	Discounts for Prompt Payment. (FEB 2002)

52.232-11	Extras. (APR 1984)
52.232-18	Availability of Funds (APR 1984)
52.232-25	Prompt payment. (JAN 2017)
52.232-33	Payment by Electronic Funds Transfer System for Award Management. (OCT 2018)
52.232-39	Unenforceability of Unauthorized Obligations. (JUN 2013)
52.233-1	Disputes. (MAY 2014)
52.233-3	Protest after Award. (AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004)
52.242-2	Production Progress Reports. (APR 1991)
52.243-1 *A1	Changes - Fixed-Price. (AUG 1987) - Alternate I (APR 1984)
52.244-6	Subcontracts for Commercial Products and Commercial Services. (FEB 2025)
52.245-1	Government Property. (SEP 2021)
52.249-4	Termination for Convenience of the Government (APR 1984)

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

None

Clauses incorporated by reference

None

Clauses incorporated by full text

J

Attachment A – Addendum to Section H (Worksharing Provision)

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

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