

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. FP210119	5. PROJECT NO. (If applicable)
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.
		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
		<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.
		<input type="checkbox"/>	10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Modification Changes

Effective as of the date of this Modification No. **45310019C0049P00003** is revised as follows:

1. Line Item Number(s):

Line Number: **0015**

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, 2016, (or since October 1, 2015, 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: 10/01/2020 - 09/30/2021

Unit of Measure and Quantity: 75 ea

Unit Price: \$800.00

Contract Type: Firm Fixed Price

Charge Account:

2021|0100B2121D|10SLPPS|FP|SLP|NA|251010|999996|9999|SLCR|NA|NA|NA

Funded Value: **\$60,000.000**

Line Number: **0016**

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, 2020 to September 30, 2021, at a price of \$80 per charge. Period of Performance: **10/01/2020 - 09/30/2021**

Unit of Measure and Quantity: 15

Unit Price:\$80.00 ea

Charge Account:

2021|0100B2121D|10SLPPS|FP|SLP|NA|251010|999996|9999|SLINTK|NA|NA|NA

Funded Value: **\$1,200.00**

Line Number: **0017**

Item Description: OPTION YEAR 2 - FY 2021 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: **10/01/2020 -**

09/30/2021

Unit of Measure and Quantity: 1 LT
Unit Price: **\$1,000.00**
Charge Account:
2021|0100B2121D|10SLPPS|FPSLP|NA|251010|999996|9999|SLJOUT|NA|NA|NA
Funded Value: **\$1,000.00**

Reference Requisition No.: **FP210119**

2. As a result of this modification, the grand total for the contract is increased by **\$62,200.00 from \$162,300.00 to \$224,500.00**

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 **10/23/2019**, is incorporated by reference into this contract.

To: Upon execution, the Worksharing Agreement dated **10/05/2020**, 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 **2020** 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 **2021** 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, 2019 and September 30, 2020** as follows:

To: All charges submitted for credit under this contract shall be completed by the Contractor between **October 1, 2020 and September 30, 2021** 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 transmission."

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, 2019 through September 30, 2020**, 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, 2020 through September 30, 2021**.

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 2020** 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 2021** 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 2020** 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 2021** 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 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.

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 2021** 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.1 is revised to read as follows:

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

To: Submit monthly contract production reports to the COR for review. The monthly reports shall consist of EEOC Forms 322 - FEPA Performance Report and 472 - FEPA Charge List **or similar reports from a successor system to IMS**. Upon award of the contract, the monthly reports must be received by the COR not later than the 8th calendar day of the month following each month.

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

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

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

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

To: The Contractor must make timely and accurate submission to the EEOC of EEOC Form 322 and EEOC Form 472 **or similar successor report**. All reports covering the first three quarters of the **FY 2021** contract must be received by the EEOC prior to **September 30, 2021**.

Paragraph F.2.C is incorporated as follows:

C. Proposal for FY 2021 FEPA Engagement

From: 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.

To: The Contractor must submit to the Contracting Officer Representative prior to **September 30, 2021**, 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.

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, 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.

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, 2021**, 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
52.202-1	Definitions. (JUN 2020)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUN 2020)
52.203-7	Anti-Kickback Procedures (JUN 2020)
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. (JUN 2020)
52.204-25	Prohibition on Contracting for Certain Telecommunications and Videos Surveillance Services or Equipment. AUG 2020)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020)

52.215-2	Audit and Records – Negotiation. (JUN 2020)
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)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving. (JUN 2020)
52.225-13	Restrictions on Certain Foreign Purchases. (FEB 2021)
52.222-50	Combating Trafficking in Persons. (OCT 2020)
52.244-6	Subcontracts for Commercial Items. (NOV 2020)

Section J – LIST OF ATTACHMENTS

Section J is revised to incorporate Attachment D as follows:

Attachment D - Worksharing Agreement for FY 2021- 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.