

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. _____ 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) _____

9A. AMENDMENT OF SOLICITATION NO. _____ (X) _____

9B. DATED (SEE ITEM 11) _____ _____

10A. MODIFICATION OF CONTRACT/ORDER NO. _____ _____

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) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES _____ (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: _____
	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 _____ (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA _____ (Signature of Contracting Officer)
15C. DATE SIGNED _____	16C. DATE SIGNED _____

Summary of Changes

Listing of Incorporated Purchase Requisitions

FP200076

Accounting and Appropriation Data Changes

Item Number:0011	\$71,200.00, 2020 0100B2020D 10SLPPS FPSLP NA 251010 999996 9999 SLCR NA NA NA
Item Number:0012	\$4,400.00, 2020 0100B2020D 10SLPPS FPSLP NA 251010 999996 9999 SLINTK NA NA NA
Item Number:0013	\$1,500.00, 2020 0100B2020D 10SLPPS FPSLP NA 251010 999996 9999 SLTRNG NA NA NA
Item Number:0014	\$1,000.00, 2020 0100B2020D 10SLPPS FPSLP NA 251010 999996 9999 SLJOUT NA NA NA

Header Information

Total Amount is increased by \$78,100.00 from \$84,200.00 to \$162,300.00.

Section B - Supplies or Services and Prices/Costs

Line Item Details:

Line Items Added:

Line Item 0011 is added as follows:

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0011		OPTION YEAR 1-TITLE VII, ADEA, ADA, AND GINA CHARGE RESOLUTIONS: 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 d	89	EA
Contract Type:Firm Fixed Price				
			Unit Price	\$800.00
			Extended Price	\$71,200.00
Description:				
Purchase Requisitions				
		FP200076		
			ACRN	
			Funded Amount	\$71,200.00

IDC Type:

Not Applicable

FSC Codes:

R418 SUPPORT- PROFESSIONAL: LEGAL

NAICS Code: 813311 Human Rights Organizations
Line Item 0012 is added as follows:

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0012		OPTION YEAR 1-TITLE VII, ADEA, ADA, AND GINA INTAKE SERVICES: 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: 10/01/2	55	EA
Contract Type:Firm Fixed Price				
			Unit Price	\$80.00
			Extended Price	\$4,400.00
Description:				
Purchase Requisitions				
		FP200076		
			ACRN	
			Funded Amount	\$4,400.00

IDC Type: Not Applicable
Line Item 0013 is added as follows:

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
0013		OPTION YEAR 1-FY 2020 EEOC/FEPA TRAINING: Training to facilitate successful completion of contract, including EEOC-Sponsored Annual Training. Period of Performance: 10/01/2019 – 09/30/2020.	1	LT
Contract Type:Firm Fixed Price				
			Unit Price	\$1,500.00
			Extended Price	\$1,500.00
Description:				
Purchase Requisitions				
		FP200076		
			ACRN	
			Funded Amount	\$1,500.00

IDC Type: Not Applicable
Line Item 0014 is added as follows:

Item Number	Base Item Number	Supplies/Services	Quantity	Unit
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0014		OPTION YEAR 1-FY 2020 FEPA ENGAGEMENT FUNDING: 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 prio	1	LT
Contract Type:Firm Fixed Price				
			Unit Price	\$1,000.00
			Extended Price	\$1,000.00
Description:				
Purchase Requisitions				
		FP200076		
			ACRN	
			Funded Amount	\$1,000.00

IDC Type: Not Applicable

Section F - Delivery or Performance

Delivery or Performances Added:

For Line Item 0011, the following has been added:

Period Of Performance Start Date	Period Of Performance End Date	Place Of Performance Address
10/1/19	9/30/20	EEC Location 131 M Street, NE Washington DC US 20507

For Line Item 0012, the following has been added:

Period Of Performance Start Date	Period Of Performance End Date	Place Of Performance Address
10/1/19	9/30/20	EEC Location 131 M Street, NE Washington DC US 20507

For Line Item 0013, the following has been added:

Period Of Performance Start Date	Period Of Performance End Date	Place Of Performance Address
10/1/19	9/30/20	EEC Location 131 M Street, NE Washington DC US 20507

For Line Item 0014, the following has been added:

Period Of Performance Start Date	Period Of Performance End Date	Place Of Performance Address
10/1/19	9/30/20	EEC Location

		131 M Street, NE Washington DC US 20507
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Section G - Contract Administration Data

Distributions Added:

Distribution 1 Schedule 1 is added to the line item 0011.
Distribution 1 Schedule 1 is added to the line item 0012.
Distribution 1 Schedule 1 is added to the line item 0013.
Distribution 1 Schedule 1 is added to the line item 0014.

Modification Changes

Effective as of the date of this Modification No. **45310019C0049P00002** revised as follows:

1. Line Item Number(s):

Line Number: **0011**

Item Description: OPTION YEAR 1 - 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 ea

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 1 - 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: 55 ea

Unit Price: \$80.00

Charge Account: **2020|0100B2020D|10SLPPS|FPSLP|NA|251010|999996|9999|SLINTK|NA|NA|NA**

Funded Value: **\$4,400.00**

Line Number: **0013**

Item Description: OPTION YEAR 1 - 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: **\$1,500.00**

Charge Account: **2020|0100B2020D|10SLPPS|FPSLP|NA|251010|999996|9999|SLTRNG|NA|NA|NA**

Funded Value: **\$1,500.00**

Line Number: **0014**

Item Description: OPTION YEAR 1 - 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.: **FP200076.**

2. As a result of this modification, the grand total for the contract is increased by **\$78,100.00** from \$84,200.00 to **\$162,300.00.**

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 **11/01/2018**, is incorporated by reference into this contract.

To: Upon execution, the Worksharing Agreement dated **/10/23/2019**, 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 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, 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, Caroline A. Fowler at: caroline.fowler@eoc.gov.

Section H – SPECIAL CONTRACT 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 Transfer--System 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.

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 U.S. Equal Employment Opportunity Commission's Dallas District Office and the City of Fort Worth Human Relations Commission, 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 November 1, 2018 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.



Angela Rush, Assistant Director of Diversity and Inclusion

10/09/2019

Date



Belinda McCallister, Director

10/23/19

Date