

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 9

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
45310022C0045P00001 10/01/2022 FP230110

6. ISSUED BY CODE 453100 7. ADMINISTERED BY (If other than Item 6) CODE EE458

EEOC OCFO ASD
131 M Street, N.E., 4th Floor
Washington, DC, 20507

EEOC Dallas District Office
207 S. Houston Street
Dallas, TX, 75202-4726

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (X) 9A. AMENDMENT OF SOLICITATION NO.

FORT WORTH, CITY OF
DBA: HUMAN RELATIONS COMMISSION
200 TEXAS STREET
FORT WORTH, TX, 76102

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

45310022C0045

10B. DATED (SEE ITEM 13)

07/20/2022

CODE ENS6MKS1ZL18 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)

See Schedule

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.
<input type="checkbox"/>	
<input type="checkbox"/>	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).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Section I, 52.217-9 Option to Extend the Term of the Contract
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

MODIFICATION CONTROL NUMBER: 45310022C0045P00001

SUMMARY OF CHANGES: THE ABOVE REFERENCED CONTRACT IS HEREBY MODIFIED AS MUTUALLY AGREED UPON BY BOTH PARTIES AS FOLLOWS: TO EXERCISE OPTION YEAR 1 PURSUANT TO SECTION I, 52.217-9 ENTITLED "OPTION TO EXTEND THE TERM OF THE CONTRACT" TO EXTEND CONTRACT PERFORMANCE FOR A PERIOD OF TWELVE (12) MONTHS COMMENCING ON OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023. (SEE ATTACHMENT NO. 1 FOR DETAILS - SEE PAGE 2 FOR OPTION CLINS).

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) Fernando Costa Assistant City Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Adams, John D Contracting Officer
15B. CONTRACTOR/OFFEROR Fernando Costa (Signature of person authorized to sign)	15C. DATE SIGNED Aug 2, 2023
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

Modification Changes

Effective as of the date of this Modification No. **45310022C0045P00001** is revised as follows:

1. Line Item Number(s):

Line Number: **0012**

Item Description: OPTION YEAR 1 - Title VII, ADEA, ADA, PWFA AND GINA **CHARGE RESOLUTIONS:**

Extended Description: Processing and Resolving, Title VII, ADEA, ADA, PWFA and GINA Charges. Each Charge must have been filed since **October 1, 2018**, (or since **October 1, 2017**, for each charge where a determination of reasonable cause is issued and the charge is processed through hearings and/or litigation). Period of Performance: 10/01/2022 – 09/30/2023.

Unit of Measure and Quantity: 92 ea

Unit Price: \$830.00

Contract Type: Firm Fixed Price

Charge Account:

2023|0100B2323D|10SLPPS|FPSLP|NA|251010|999996|9999|SLCR|NA|NA|NA

Funded Value: **\$76,360.00**

Line Number: **0013**

Item Description: OPTION YEAR 1 - Title VII, ADEA, ADA, PWFA AND GINA **INTAKE SERVICES**

Extended Description: Provide Intake Services for charges, with affidavits/interview notes, filed during the period October 1, 2022 to September 30, 2023. Period of Performance: 10/01/2022 – 09/30/2023.

Unit of Measure and Quantity: 40 ea

Unit Price: \$100.00

Charge Account:

2023|0100B2323D|10SLPPS|FPSLP|NA|251010|999996|9999|SLINTK|NA|NA|NA

Funded Value: **\$4,000.00**

Line Number: **0014**

Item Description: OPTION YEAR 1 - FY 2023 **EEOC/FEPA TRAINING:**

Extended Description: Training to facilitate successful completion of contract, including EEOC-Sponsored Annual Training. Period of Performance: 10/01/2022 – 09/30/2023.

Unit of Measure and Quantity: 1 LT

Unit Price: \$1,700.00

Charge Account:

2023|0100B2323D|10SLPPS|FPSLP|NA|251010|999996|9999|SLJOUT|NA|NA|NA

Funded Value: **\$1,700.00**

Line Number: **0015**

Item Description: OPTION YEAR 1 - FY 2023 **FEPA JOINT INNOVATION PROJECT:**

Extended Description: Submission of an acceptable written proposal detailing a joint EEOC/FEPA enforcement, outreach, or training activity. Period of Performance: 10/01/2022 – 09/30/2023.

Unit of Measure and Quantity: 1 LT

Unit Price: \$3,500.00

Charge Account:

2023|0100B2323D|10SLPPS|FPSLP|NA|251010|999996|9999|SLJOUT|NA|NA|NA

Funded Value: **\$3,500.00**

Reference Requisition No.: **FP230110**

2. As a result of this modification, the grand total for the contract is increased by **\$85,560.00** from \$79,950.00 to **\$165,510.00**.

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

Section C – DESCRIPTIONS AND SPECIFICATIONS

Section I, Paragraph A of the Statement of Work- The first sentence is revised to read as follows:

From: 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; and, the Genetic Information Nondiscrimination Act (GINA) of 2008.

To: 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 (PWFA-effective June 27, 2023).

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 **01/11/2022**, is revised by reference into this contract.

To: Upon execution, the Worksharing Agreement dated **10/18/2022**, is revised 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 **2022** are revised 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 **2023** are revised in their entirety into this contract.

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

From: Processing of Charges - Title VII Charges, and/or ADEA Charges (if applicable), ADA Charges and/or GINA Charges (if applicable):

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

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, 2021 and September 30, 2022** as follows:

To: All charges submitted for credit under this contract shall be completed by the Contractor between **October 1, 2022 and September 30, 2023** as follows:

Section III, Paragraph B.1 of the Statement of Work is revised to read as follows:

From: All charges will be evaluated, and determinations made in accordance with the theories of discrimination in employment as developed under Title VII, the ADEA, ADA and the GINA, as appropriate.

To: 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 local standards, as applicable.

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, 2021 through September 30, 2022**, 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, 2022 through September 30, 2023**.

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.4.a. of the **FY 2022** Contracting Principles.

To: A determination not to award contract credit made may be reversed under the procedures set forth in Section III.B.4.a. of the **current** 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.4.a of the **FY 2022** 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.4.a of the **current** 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 2022** 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 **current** 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 or similar successor report. All reports covering the first three quarters of the **FY 2022** contract must be received by the EEOC prior to **September 30, 2022**.

To: N/A

Paragraph F.2.C is revised as follows:

C. Proposal for FY 2023 FEPA Joint Innovation Projects

From: The Contractor must submit to the Contracting Officer Representative prior to **September 30, 2022**, 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, 2023**, 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.1 is revised as follows:

From:

H.1 TITLE VII, ADA AND GINA CONFIDENTIALITY PROVISIONS

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.
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 third parties, including charging parties, respondents, and their attorneys, any such information without first requesting and obtaining the express written approval of the Director of OFCCP.

To:

H.1 TITLE VII, **PWFA**, ADA AND GINA CONFIDENTIALITY PROVISIONS

The Contractor agrees to abide by the confidentiality provisions of Title VII, **PWFA**, 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, **PWFA**, ADA and/or GINA charge filed by a particular charging party against a particular respondent, unless a Title VII, **PWFA**, 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, **PWFA**, 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.
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 third parties, including charging parties, respondents, and their attorneys, any such information without first requesting and obtaining the express written approval of the Director of OFCCP.

Paragraph H.10 is revised as follows:

H.10 FEPA JOINT INNOVATION PROJECTS

From: To be eligible to invoice for the funding, in the amount of **\$1,250**, the Contractor must submit to the Contracting Officer Representative prior to **September 30, 2022**, 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 **\$3,500**, the Contractor must have submitted to the Contracting Officer's Representative, **within established time frames**, a written proposal per provided guidance, detailing joint outreach, training or investigation activities with the EEOC District Office. The proposal shall: (1) include a clear project explanation and justification; (2) include timelines for project completion; (3) include the projected number of people to benefit. The proposal shall contain a certification that the FEPA is willing and able to perform the actions it proposes, and which the EEOC finds to be feasible and acceptable.

Paragraph H.11 is revised as follows:

Section H.11

From: Information Security Related to Use of EEOC's Integrated Mission System (IMS) OR Successor System

FEPA Directors are responsible for authorizing IMS or successor system 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). Depending on the business need and sensitivity of the data, it may be appropriate to limit/restrict a user's system access until the background investigation is completed.

FEPA Directors must ensure that, upon a user's separation, IMS 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 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 Director to EEOC for action and the Director must then certify the accuracy of the report. This process has been automated to be accessed, reviewed, and certified from within the IMS system or a process developed with the successor system.

Users must access IMS or successor system from workstations that are compliant with the security and privacy policy requirements of their state/local government oversight bodies. At a minimum, workstations must include anti-virus protection that is updated on a regular basis.

FEPA Directors are responsible for ensuring that their employees, contractors, contingent workers, and all other users of EEOC's IMS or successor system receive Information Security Awareness Training on an annual basis.

To: 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 to EEOC.

Section I – CONTRACT CLAUSES

Section I is revised as follows:

Clause Number	Clause Title
52.204-27	Prohibition on a ByteDance Covered Application. (JUN 2023)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.

Section J – LIST OF ATTACHMENTS

Section J is revised to incorporate Attachment D as follows:

Attachment D - Worksharing Agreement for FY 2023- 1 Page

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 0012.

Distribution 1 Schedule 1 is added to the line item 0013.

Distribution 1 Schedule 1 is added to the line item 0014.

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