

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION Washington, D.C. 20507

JUN 2 4 2015

Office of the Chief Financial Officer

City of Orlando Office of Human Relations Attn: FEPA Director 400 South Orange Avenue Orlando, FL 32801

RE: Contract Number EECCN130032, Modification No. 0006

Dear FEPA Director:

Enclosed are two (2) copies of the Standard Form (SF) 30 and one (1) copy of the entire contract and all attachments.

In order to expedite the execution of this contract, please return two (2) signed copies of the <u>SF 30 only</u> within ten (10) days from receipt of this letter to the following address:

Equal Employment Opportunity Commission Acquisition Services Division 131 M Street, NE, 4th Floor Washington, DC 20507 Attn: Anthony R. Price, Contracting Officer

It is essential that you adhere to the timely submission of the fully executed copies of the signed SF 30. Any request for extension should be made via telephone or in writing. Facsimile requests are acceptable. Our facsimile telephone number is (202) 663-4178.

The single contract document with all attachments is for your records.

Upon execution by the Government, one (1) fully executed copy of the contract will be returned to you for your files.

If you have any questions, please call me on (202) 663-4218.

Sincerely

Anthony R. Price, Contracting Officer Acquisition Services Division

Enclosure(s)

AMENDMENT OF SOLICITATION (640	DIEICATION OF CO	MTDACT	1. CONTRACT ID CODE		PAGE	OF PAGES
AMENDMENT OF SOLICITATION/MO	DIFICATION OF CO	MIKACI			1	2
2. AMENDMENT/MODIFICATION NO. 0006	3 EFFECTIVE DATE 10/01/2014	4. REQUISITION/PURCHAS	HASE REQ. NO. 5. PROJECT		iO. (If a	pplicble)
6. ISSUED BY CODE	EE450	7. ADMINISTERED BY (I	f other than Item 6)	CODE	EE465	
EEOC OCFO ASD 131 M Street, N.E., 4th Floor Washington, DC, 20507, US		EEOC Miami District Office One Biscayne Tower 2 South Biscayne Boulevard, Suite 2700 Miami, FL, 33131, US				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, count	ty, State and ZIP Code)		(X) 9A. AMENDMENT O	F SOLICIATIO	N NO.	
CITY OF ORLANDO OFFICE OF HUMAN RELATIO 400 SOUTH ORANGE AVE, 4TH FL ORLANDO, FL 32802-0990 US		9B. DATED (SEE ITEM TI) 10A. MODIFICATION OF CONTRACT/ORDER NO. EECCN130032 10B. DATED (SEE ITEM 13)				
CODE 070343640 FAC	CILITY CODE		06/13/2013			
	ONLY APPLIES TO AME	NDMENTS OF SOLICI	TATIONS			
	AND DATE SPECIFIED MAY RESUlter, provided each telegram or specified. Y APPLIES TO MODIFINE CONTRACT/ORDER O: (Specify authority)	nt numbers. FAILURE OF YOU JUIT IN REJECTION OF YOUR OF JETTION OF CONTRAC CATION OF CONTRAC NO. AS DESCRIBED IN THE CHANGES SET FORTH II	PR ACKNOWLEDGMENT TO BEFFER. If by virtue of this ame solicitation and this TS/ORDERS. ITEM 14. NITEM 14 ARE MADE IN THE	SE RECEIVED A	THE PLA desire to d	CE
appropriation date, etc. SET FORTH IN IT C. THIS SUPPLEMENTAL AGREEMENT IS ENTE D. OTHER (Specify type of modification and au	TEM 14, PURSUANT TO THE AUT RED INTO PURSUANT TO AUTH Ithority)	THORITY OF FAR 43.103(b). ORITY OF:		ges in paying o	inice,	
Section I, 52.217-9 Option		<u> </u>	2			
E. IMPORTANT: Contractor is not,	is required to sign this	document and return	cop	pies to the i	issuing (office.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organia MODIFICATION CONTROL NUMBER: 0006 SUMMARY OF CHANGES: EXERCISE OPTION YEA PURSUANT TO SECTION GOVERNMENT HEREBY E OF TWELVE (12) MONT	II, 52.217-9 OPTIC	ON TO EXTEND THE THAR 2 TO EXTEND CON	ERM OF THE CONTRA		ERIOD	
Except as provided herein, all terms and conditions of the docum	nent referenced in Item 9A or 1:	DA. as heretofore changed, re-	mains unchanged and in full	force and effe	ert.	
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CO		(Type or prin	100	
		Price, Anthony R				
ACD CONTRACTOR OFFICERS	120 0 120 0 120	Contracting Office			10.00	
158. CONTRACTOR/OFFEROR	15C, DATE SIGNED	16B, UNITED STATES OF AM	EHILA		16C, I	DATE SIGNED
(Signature of person authorized to sign)	_	(Signatur	re of Contracting Officer)	-	-	

Summary of Changes

Modification Changes

Newly Added Line: Line Number: 0007

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, 2010, (or since October 1, 2009, for each charge where a

determination of reasonable cause is issued and the charge is processed trough hearings and/or litigation) and resolved

in accordance with a charge resolution plan if applicable.

Unit of Measure and Quantity: 25 ea

Unit Price: \$700.00

Contract Type: Firm Fixed Price

Charge Account: 2015|0100B1515D|10SLPPS|FPSLP|NA|251010|999996|9999|SLCR|NA|NA|NA

Funded Value: \$17,500.00

Newly Added Line: Line Number: 0008

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, 2014 to

September 30, 2015, at a price of \$50 per charge.

Unit of Measure and Quantity: 145 ea

Unit Price: \$50.00

Contract Type: Firm Fixed Price

Charge Account: 2015|0100B1515D|10SLPPS|FPSLP|NA|251010|999996|9999|SLINTK|NA|NA|NA

Funded Value: \$7,250.00

Newly Added Line: Line Number: 0009

Item Description: OPTION YEAR 2 - FY 2015 EEOC/FEPA TRAINING CONFERENCE:

Extended Description: Training to facilitate successful completion of contract, which must include attendance at EEOC -

Sponsored Annual Conference.
Unit of Measure and Quantity: 1 ea

Unit Price: \$1,300.00

Charge Account: 2015|0100B1515D|10SLPPS|FPSLP|NA|251010|999996|9999|SLTRNG|NA|NA

Funded Value: \$1,300.00

Newly Added Line: Line Number: 0014

Item Description: OPTION YEAR 2 - FY 2015 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.

Unit of Measure and Quantity: 1 ea

Unit Price: \$1,000.00

Charge Account: 2015|0100B1515D|10SLPPS|FPSLP|NA|251010|999996|9999|SLJOUT|NA|NA

Funded Value: \$1,000.00

As a result of this modification, the grand total for the contract is increased by \$27,050.00 from \$58,350.00 to \$85,400.00.

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

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 11/07/2013, is incorporated by reference into this contract.

To: Upon execution, the Worksharing Agreement dated 11/04/2014, 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 2014 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 2015 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, 2013 and September 30, 2014 as follows:

To: All charges submitted for credit under this contract shall be completed by the Contractor between October 1, 2014 and September 30, 2015 as follows:

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, 2013 through September 30, 2014, with a one-year option 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, 2014 through September 30, 2015.

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 2014 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 2015 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 days of the Contractor's receipt of each charge as set forth in Section III.B.5.a of the FY 2014 Contracting Principles in order to be eligible to receive contract credit.

To: Enter basic charge data into the IMS or successor system within five days of the Contractor's receipt of each charge as set forth in Section III.B.5.a of the FY 2015 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 days after the resolution of each charge to meet the requirement of Section III. B.2 of the FY 2014 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 days after the resolution of each charge to meet the requirement of Section III. B.2 of the FY 2015 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 2014 contract must be received by the EEOC prior to September 30, 2014.

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 2015 contract must be received by the EEOC prior to September 30, 2015.

Paragraph F.2.C is incorporated as follows:

C. Proposal for FY 2014 FEPA Engagement

From: The Contractor must submit to the Contracting Officer Representative prior to September 1, 2014, 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 1, 2015, a written proposal detailing a joint enforcement, joint outreach r 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

Replace Section G.1 with the following:

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: Ina de Paz

State and Local Coordinator Miami District Office Telephone: (305) 808-1752

E. Paying Office: See Block 12 of SF-26

F. Program Director: Michael J. Dougherty, Director

State and Local Programs
Office of Field Programs
131 M Street, N.E., Fifth Floor

Washington, DC 20507 Telephone: (202) 663-4801

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 (**April 11**, **July 11**, **and October 10**, **2014**). 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**, 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 (**April 10**, **July 10**, **and October 9**, **2015**). 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.

Section H – <u>SPECIALCONTRACT REQUIREMENTS</u>

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 1, 2014, 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 1**, **2015**, 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 J – LIST OF ATTACHMENTS

Section J is revised to incorporate Attachment D

Attachment D - Worksharing Agreement for FY 2015 - 1 Page

FY 2015 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 Equal Employment Opportunity Commission Miami District Office and the City of Orlando Office of Community Affairs and Human Relations , or that would affect the processing of charges filed under the pertinent Federal, state or local statutes, the parties agree to extend the current work sharing agreement that was executed on October 21,2013 through the FY 2015 Charge Resolution Contract Option Period, from October 1, 2014 through September 30, 2015. The agencies agree to work together in furtherance of the provisions of EEOC's 2012-2016 Strategic Plan and the 2013 FEPA Engagement 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 Plans. 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.

For the FEP

For the EFOC District Office

10.28.14

11 4 14 Dave