

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1 CONTRACT ID CODE		
2. AMENDMENT/MODIFICATION NO 0009		3. EFFECTIVE DATE 03/24/2008	4. REQUISITION/PURCHASE REQ NO See Lines		5 PROJECT NO. (If applicable)
6. ISSUED BY EEOC 1801 L Street NW 6th Floor Washington DC 20507		CODE CFASD	7. ADMINISTERED BY (If other than Item 6) Equal Employment Opportunity Commission Chicago District Office 500 West Madison Street Suite 2800 Chicago, IL 60661		CODE FPCHI
8 NAME AND ADDRESS OF CONTRACTOR (No street country state and ZIP Code) MADISON EQUAL OPPORTUNITIES CO CITY-COUNTY BUILDING RM 500 MADISON WI 53703			(X)	9A AMENDMENT OF SOLICITATION NO	
				9B. DATED (SEE ITEM 11)	
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. 6FPSLP0083	
				10B. DATED (SEE ITEM 11) MAR 20 2006	
CODE 396005507		FACILITY CODE 001			

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)  
2007-01-FPSLP-SLCR-2510-FP

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:
X	D. OTHER (Specify type of modification and authority) CLAUSE H.10

E. IMPORTANT: Contractor  is not  is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)  
Purpose: Exercise Option Year 2. Pursuant to Clause H.11 OPTION TO EXTEND THE TERM OF THE CONTRACT the Government hereby exercises Option Year 2 to extend contract performance for a period of twelve (12) months commencing October 1, 2007

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

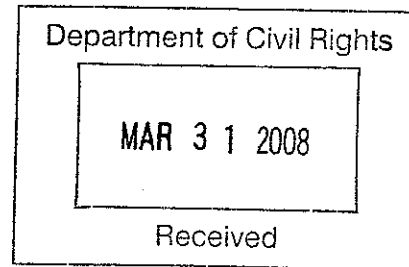
15A. NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Caroline Fowler Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B UNITED STATES OF AMERICA By _____ (Signature of Contracting Officer)	16C.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

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Summary Info Continuation Page  
Continuation Sheet

Section A - Solicitation/Contract Form



Section B - Supplies or Services and Prices/Costs

OPTION YEAR 2

Number	Commodity Name	Quantity	Unit of Issue	Unit Price	Total Cost ( Inc. disc and tax)
301	TITLE VII, ADEA AND ADA CHARGE RESOLUTIONS	Original : 0 000000	EA	Original: \$540 0000	Original:\$0.00
		Change: 57 000000		Change: \$10 0000	Change: \$31,350.00
		Total : 57 000000		Total: \$550 0000	Total: \$31,350.00

Period of Performance: 10/01/2007 - 09/30/2008

Description:SEE SECTION B, PAGE B-1 FOR LINE ITEM DESCRIPTION OPTION YEAR 2

Delivery Schedule:

Delivery Number	Delivery Date	Quantity
1		0

Number	Commodity Name	Quantity	Unit of Issue	Unit Price	Total Cost ( Inc. disc and tax)
302	FY 2008 EEOC/FEPA TRAINING CONFERENCE	Original : 0.000000	LT	Original: \$1,200 0000	Original:\$0 00
		Change: 1.000000		Change: \$300 0000	Change: \$1 500 00
		Total : 1.000000		Total: \$1 500 0000	Total: \$1 500.00

Period of Performance: 10/01/2007 - 09/30/2008

Description:TRAINING TO FACILITATE SUCCESSFUL COMPLETION OF CONTRACT, WHICH MUST INCLUDE ATTENDANCE AT EEOC-SPONSORED ANNUAL CONFERENCE. OPTION YEAR 2

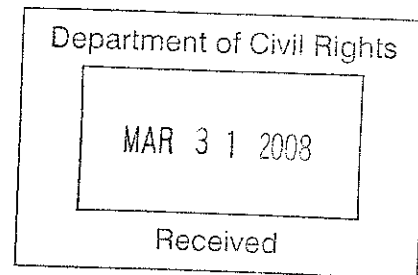
Delivery Schedule:

Delivery Number	Delivery Date	Quantity
1		0

Accounting Line Accounting and Appropriations Data:

2008-01-FPSLP-SLCR-2510  
 Original: \$0.00  
 Change: \$31,350.00  
 Total: \$31,350.00

11  
 2008-401-FPFCP-FEP-08FFCP01-2510-2008  
 Original: \$0.00  
 Change: \$1,500.00  
 Total: \$1,500.00



**Accounting and Funding Total:**

Previous Total: \$14,910.00  
 Modification Total: \$32,850.00  
 Grand Total: \$47,760.00

*IDC Constraints Line Item*

Line Number	Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
301	0.000000	\$0.00	0.000000	\$0.00
302	0.000000	\$0.00	0.000000	\$0.00

**Section C - Descriptions/Specifications/Statement of Work**

*Descriptions & Specifications  
 IDC Constraints Document*

**Section D - Packaging and Marking**

*Packaging and Marking*

**Section E - Inspection and Acceptance**

*Inspection and Acceptance*

**Section F - Deliveries or Performance**

*Deliveries or Performance*

ITEM	DELIVERY DATE	QUANTITY	FOB	DELIVERY ADDRESS
301		0	Destination	

**PERIOD OF PERFORMANCE**

ITEM	START	END
301	10/01/2007	09/30/2008

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ITEM	DELIVERY DATE	QUANTITY	FOB
302		0	Destination

DELIVERY ADDRESS

Department of Civil Rights

PERIOD OF PERFORMANCE

ITEM	START	END
302	10/01/2007	09/30/2008

MAR 31 2008

Received

**Section G - Contract Administration Data**

*Contract Administration Data*  
*Accounting Data*

**Section H - Special Contract Requirements**

*Special Contract Requirements*

**Section I - Contract Clauses**

*Contract Clauses*

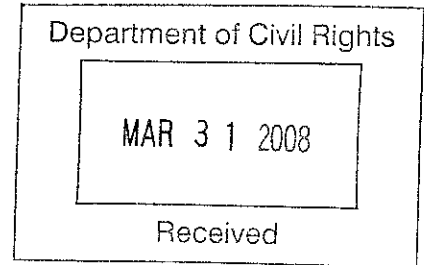
**Section J - List of Attachments**

*Exhibits and Attachments TOC*

*Exhibits*

**Line Item No. 301 Description – Option Year 2**

Processing and Resolving, Title VII, ADEA, and ADA Charges. Each Charge must have been filed since October 1, 2005, (or since October 1, 2004, 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.



In addition, the following are changes to the contract:

**Section C – DESCRIPTIONS AND SPECIFICATIONS**

Replace Section C – Page 8 of 19 with attached Section C – Page 8 of 19

Replace Section C – Page 9 of 19 with attached Section C – Page 9 of 19

**Section F – DELIVERIES OR PERFORMANCE**

Replace Section F – Page 12 of 19 with attached Section F – Page 12 of 19

**Section G – CONTRACT ADMINISTRATION DATA**

Replace Section G – Page 13 of 19 and Page 14 of 19 with attached Section G- Page 13 of 19 and Page 14 of 19.

**Section H – SPECIAL CONTRACT REQUIREMENTS**

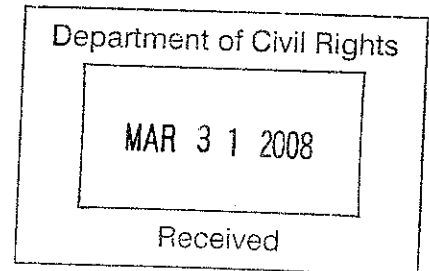
Replace Section H – Page 16 of 19 with attached Section H Page 16 of 19.

**Section J – LIST OF ATTACHMENTS**

Replace Section J – Page 19 of 19 with the attached Section J – Page 19 of 19

Incorporate Worksharing Agreement as Attachment D.

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



d ensures that quality standards are met and are commensurate with the EEOC's policies and statutory responsibilities.

B. When an agreement on the above requirements is reached between the Contractor and the EEOC, they must be included as part of the executed Worksharing Agreement. The effective date of the Worksharing Agreement will run concurrently with the effective date of this contract. Upon execution, the Worksharing Agreement dated 10/04/07, is incorporated by reference into this contract

C The Contractor and EEOC, as a condition to the maintenance of this contract, shall approve the Worksharing Agreement. Once the Contractor or the EEOC has been designated to process the charge, only the designated party will process the charge. The other party shall refrain from processing the charge pending completion by the initial processor to preclude duplication of effort.

D. The Contractor shall:

1. Implement in partnership with the EEOC, a system that permits each party to perform various functions on behalf of the other, for example, accepting charges for each other, within the statutory limitations; and
2. Commit itself to maintenance of effort. Should the Contractor or the governmental body that provides its funds reduce the Contractor's resources in anticipation of or as a result of the EEOC contract funds, the EEOC may consider a reduction in the Contractor's funding, restrictions placed on the use of its funds, or revisions to the Contractor's operating procedures or regulations that impact on its ability to perform under its contract, as a material breach of this contract. The Contractor will be required to return all or a portion of the funds provided by the EEOC under this contract

E. 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 2008 are incorporated in their entirety into this contract

### III. Statement of Work

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

A. The Contractor shall process individual charges of employment discrimination exclusive of any charge processing resulting from other contracts for the resolution of charges that may be in effect between the Contractor and the EEOC during the term of this contract. (See Section B of this contract)

B. The Contracting Officer's Technical Representative (COIR) shall be responsible for transmitting charges initially received by the EEOC to the Contractor. The Contractor shall submit charges to the EEOC for contract credit including, but not limited to, no cause findings, successful settlements, successful conciliations, administrative resolutions, final orders issued following and pursuant to administrative hearings and litigation. The EEOC shall not award any contract credit for resolutions by the Contractor based on no jurisdiction (except in cases where an investigation is actually required to determine jurisdiction) or resolutions based on the charging party's failure to establish a bona fide charge

C. All charges submitted for credit under this contract shall be completed by the Contractor between October 1, 2007 and September 30, 2008 as follows:

1. All charges will be evaluated and determinations made in accordance with the theories of discrimination in employment as developed under Title VII, the ADEA, and the ADA, as appropriate.
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 and shall be carried out as expeditiously as possible.
3. All final actions, litigation, and intake services for which payment is requested under this contract will be processed and awarded contract credit in compliance with the State and Local Handbook, the ADA Technical Assistance Manual for ADA charges, and the Worksharing Agreement.



4. Contract credit submissions will include final dispositions of 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. 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 charges that must be transferred to the EEOC that are not final actions by the Contractor, as specified in the State and Local Handbook and;

c. Intake services by the Contractor where the EEOC accepts for processing a charge initially filed outside the jurisdiction of the Contractor, or any other FEPA, and for which the Contractor has prepared all charge intake documentation, including a complete affidavit, as required by the EEOC. In addition, contract credit for intake services will be given when the EEOC accepts for processing a charge initially filed with but not jurisdictional with the Contractor and the COIR determines and justifies that there is a need to service charging parties who live at great distances from an EEOC or FEPA office.

6. Charge resolutions submitted for contract credit pursuant to this contract will be identified by the Contractor by timely and accurate data entries on the FEPA IMS or any successor system, if applicable. Where the Contractor is not on the FEPA IMS or any successor system, charge resolutions submitted for credit pursuant to this contract will be designated in a monthly status report from the Contractor to the COIR.

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

9. The Contractor shall preserve all case files and records relevant to all 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 F - DELIVERIES OR PERFORMANCE**

### **F.1 DELIVERIES OR PERFORMANCE**

### **F.2 PERIOD OF PERFORMANCE**

The period of performance under this contract shall be from October 1, 2007 through September 30, 2008, with two one-year options to extend the term of the contract. (See Clause H 10, "Option to Extend the Term of the Contract" and Paragraph H.2 Contract Adjustments")

### **F.3 TIME OF DELIVERY/DELIVERABLES**

A When the Contractor enters a charge in the EEOC computerized **Integrated Mission System (FEPA IMS)** or any successor system the following procedures shall be used. The Contractor will:

1 Make accurate and timely charge data entries in the FEPA IMS or successor system, and the Contractor is responsible for ensuring that all appropriate charge information is available for extraction by the collection manager in a timely manner. 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 FEPA. 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 2008 Contracting Principles**.

2 Enter basic charge data into the FEPA 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 2008 Contracting Principles** in order to be eligible to receive contract credit

3 Provide EEOC with a list of final actions within a time frame agreed upon by the COIR 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 2008 Contracting Principles**. The Contractor must ensure the timely and accurate entry of data into the FEPA IMS or successor system. The COIR will generate charge data lists and reports through the FEPA IMS or successor system to verify that this requirement is being met throughout the term of this contract.

4 Enter all charge data for contract credit submissions through each quarter not later than the 8th calendar day of the month following each quarter.

B. When the Contractor is not on the FEPA IMS or successor system, the following procedures shall be used. The Contractor will:

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

2. Furnish to the COIR, separate written reports as may be expressly required.

3. Provide the EEOC with a list of charge resolutions with respect to dual-filed charges within a time frame agreed upon with the COIR, but no later than thirty (30) 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 COIR, the Contractor will forward all charge file information, or a copy of such information, within five workdays of the requests. The COIR 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 days of submission of the Form 472/resolution listing unless the time frame is extended or otherwise modified by the COIR). Failure to timely submit reports and charge file information will result in the denial of contract credit for the affected resolutions.

4. 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 2008** contract must be received by the EEOC prior to September 30, **2008**.

**SECTION G - CONTRACT ADMINISTRATION DATA****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 Date: See Accounting Line Accounting and Appropriations Data
- D. Contracting Officer's Technical:  
Representative John P. Rowe., Director  
Chicago District Office  
Telephone: (312) 353-8550
- E. Paying Office : See Block 12 of SF-26
- F. Program Director : Michael J. Dougherty, Director  
State and Local Programs  
Office of Field Programs  
1801 L Street NW, Room 8046  
Washington, DC 20507  
Telephone: (202) 663-4801

**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 TECHNICAL REPRESENTATIVE**

The EEOC District Director, will serve as the Contracting Officer's Technical Representative (COIR) during the performance of this contract. The name of the authorized EEOC District Director will appear in Section G.1 Contract Administration Data. The COIR shall monitor the contract for the Program Director 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 COIR 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 COIR is responsible for preparing the official receiving report to record acceptance in EEOC's financial system procurement module. No payment may be made until a properly completed receiving report is transmitted to the payment office.

**G.4 INVOICING INSTRUCTIONS**

- A. The Contractor shall submit an original invoice(s) and any other information required to make payments to the following address:
- National Business Center  
Mail Stop D-2735, EEOC Processing  
7301 W. Mansfield Ave  
Denver, CO 80235-2230
- B. A copy of the invoice must be sent to the designated COIR.

## **G.5 PAYMENT SCHEDULE**

Upon contract execution, an advance payment invoice not to exceed fifty (50) percent of **number of charge resolutions stated in the contract** may 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 (**April 10, July 10, and October 13, 2008**). 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, 1801 L Street, N.W , 6<sup>th</sup> Floor, Washington, D.C. 20507**.

## **G.6 CONTRACT ADJUSTMENTS FOR TRAINING**

The EEOC may adjust the contract for training when the following conditions exist:

A. If the Contractor has not invoiced for training completed within a thirty (30) day period, the Contracting Officer, may unilaterally deobligate the amount of funds the government determines to be in excess of the amount needed to pay for training

B. In the event the government determines before training is to be conducted that the amount of funds provided under the contract should be reduced or increased as a result of a revised estimation of the amount of funds needed to pay for training, the Contracting Officer may unilaterally modify the contract to provide funds for training in accordance with the government's revised estimate

#### **H.5 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 COTR and the Contractor, and shall include a statement indicating that the project or effort is co-sponsored by the EEOC.

#### **H.6 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.7 NOTICE OF ADVERSE COURT ACTION**

The Contractor will provide written notification to the Program Director of any adverse local, state, or federal court decision issued against the Contractor relevant to the Employment Opportunity clauses, Section I, of this contract. Such notice shall be provided within ten (10) days of the court's decision.

#### **H.8 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 and ADA 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 System of Records, Proposed New Systems and Proposed New Routine Uses", dated July 30, 2002, 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.9 CHARGE DATA SYSTEM – DATABASE**

The Contractor is expected to reconcile its data base with the EEOC's data base as necessary and appropriate. If significant discrepancies occur and cannot be eliminated through a routine reconciliation, the EEOC may request a hard inventory of the Contractor's charge inventory. Such hard inventory must be conducted in accordance with guidelines prescribed by the EEOC.

#### **H.10 OPTION TO EXTEND THE TERM OF THE CONTRACT**

At the option of the Government, the Contracting Officer by written notice of renewal to the contractor by the first day of each Government fiscal year (October 1), provided that the Contracting Officer shall have given preliminary notice of the Government's intention to renew at least 60 days before this contract is to expire may extend the term of the contract at the unit prices stated in Section B of this contract. Such a preliminary notice of intent to renew shall not be deemed to commit the Government to renewals. If the Government exercises this option for the renewal, the contract as renewed shall be deemed to include this option provision. However, the total duration of this contract, including the exercise of any options under this clause, shall not exceed three years (36 months).

**Option Period II - October 1, 2008 through September 30, 2009**

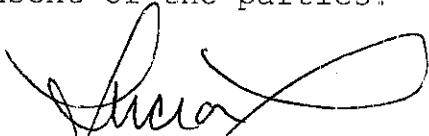
### **PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

#### **SECTION J - LIST OF ATTACHMENTS**

**Attachment E - Worksharing Agreement for FY 2008**

**FY 2008 EXTENSION OF WORKSHARING AGREEMENT**

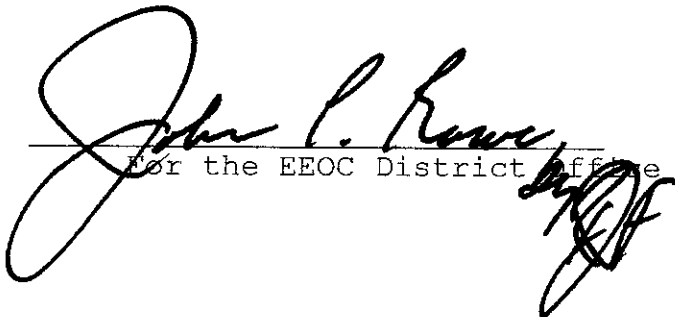
Inasmuch as there have been no substantive changes in the processes, procedures, statutes, policies or regulations that would adversely affect or substantially alter the work sharing arrangement between the Chicago District Office and the City of Madison Department of Civil Rights, Equal Opportunities Division, 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 09/19/05 through the FY 2008 Charge Resolution Contract Option Period. This agreement, as well as the attendant Work sharing Agreement may be reopened and amended by mutual consent of the parties.



For the FEPA

9.24.07

Date



For the EEOC District Office

10/4/07

Date

